



# Housing Authority of COOK COUNTY

REQUEST FOR PROPOSALS (RFP)

**SPECIFICATION NUMBER: 2022-100-013**

REQUIRED FOR USE BY HOUSING AUTHORITY OF COOK COUNTY

**For**

**SPECIALIZED HUD-RELATED LEGAL SERVICES**

**HACC POINT OF CONTACT:** Deborah O'Donnell

**PHONE:** 312.542.4725 **EMAIL:** [dodonnell@thehacc.org](mailto:dodonnell@thehacc.org)

**DEADLINE FOR QUESTIONS:** May 20, 2022 by 2:00 p.m. (cst)

**PROPOSAL DUE DATE & TIME:**

June 9, 2022 at 2:00 P.M. (CST)

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

**FEE PROPOSAL MUST BE INCLUDED IN SEPARATE, SEALED ENVELOPE  
(ONE ORIGINAL AND ONE COPY)**

**ALL PROPOSALS AND OTHER COMMUNICATIONS**

**MUST BE ADDRESSED AND RETURNED TO:**

HOUSING AUTHORITY OF COOK COUNTY  
DEPARTMENT OF PROCUREMENT SERVICES  
175 WEST JACKSON BOULEVARD  
SUITE 350  
CHICAGO, ILLINOIS 60604

**ATTENTION:** DEBORAH O'DONNELL, PROCUREMENT MANAGER

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Proposals must clearly indicate the name of the project, "**Specialized HUD-Related Legal Services**", the Specification Number "**2022-100-013**" and the time and the date specified for receipt. The name and the address of the Respondent must be clearly printed on all correspondence. Proposals will be accepted at the Housing Authority of Cook County, until **2:00 p.m. (CST), June 9, 2022**.

**RICHARD J. MONOCCHIO  
EXECUTIVE DIRECTOR**

**REQUEST FOR PROPOSAL NO. 2022-100-013**

**FOR**

**SPECIALIZED HUD-RELATED LEGAL SERVICES**

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**Attachments:**

- A. Professional Services Agreement
- B. Fee Proposal
- C. Debarment Suspension Matters
- D. Certification Regarding Lobbying
- E. Disclosure of Lobbying Activities w/Instructions
- F. Conflict of Interest
- G. Non-Collusive Affidavit
- H. Section 3 Plan and Commitment Plan
- I. Special MBE/WBE Participation Summary Form
- J. MBE/WBE Subcontractor Affidavit
- K. Nature of Disclosing Party Form
- L. Reference Form
- M. HUD-5369-B & C Instructions to Offerors – Non-Construction
- N. HUD 5370-C General Conditions – Non-Construction Contracts

## **SECTION I – INTRODUCTION & BACKGROUND**

### **INTRODUCTION**

Housing Authority of Cook County (HACC or the Authority) hereby requests proposals from qualified firms (hereinafter referred to as the Respondents) to complete Specialized HUD-Related Legal Services for the Authority.

The objective of this Request for Proposals (RFP) is to solicit the specified services and enter into a Professional Services Agreement (Attachment A), hereinafter referred to as the “Agreement,” with a qualified firm to provide the required services. Respondents are not required to sign the Agreement but are required to return it to HACC as part of their Proposal. The Agreement is provided as a replica of what HACC will expect the selected Respondent to execute upon Award.

### **BACKGROUND**

HACC is a municipal corporation, formed under the United States Act of 1937, charged with providing decent, safe and affordable housing for low-income persons. HACC provides publicly assisted housing, comprised of conventional public housing and Section 8 housing. HACC currently manages nearly 1,800 public housing units located in suburban Cook County including Evanston, Skokie, Niles, Wheeling, Des Plaines, Franklin Park, Arlington Heights, Ford Heights, Chicago Heights, Park Forest, Robbins, Summit and Harvey. Additionally, HACC’s Housing Choice Voucher Program serves over 12,000 households, including seniors, persons with disabilities and families with children.

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

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

## **KEY INFORMATION**

Following is Key Information associated with this Request for Proposal.

### **SUBMISSION OF PROPOSALS:**

<b>Pre-Submission Conference:</b>	Not applicable
<b>Deadline for Questions:</b>	2:00 p.m. cst, May 20, 2022
<b>Deadline for Submission of Proposals:</b>	2:00 p.m. cst, June 9, 2022
<b>Person to whom Proposals must be submitted to:</b>	Deborah O'Donnell Procurement Manager Housing Authority of Cook County 175 West Jackson Boulevard Suite 350 Chicago, Illinois 60604
<b>Documents to be submitted:</b>	One (1) 'ORIGINAL' Proposal Package Three (3) 'COPY' Proposal Packages One (1) "ELECTRONIC" USB Package One Sealed Fee Proposal <b>(PLEASE MARK/STAMP EACH ACCORDINGLY)</b>

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

## **SECTION II – SCOPE OF SERVICES**

### **A. GENERAL SCOPE OF SERVICES**

#### **HUD-Related Legal Services**

The Respondent must have established his or her experience in government relations, with particular specialization in matters involving the regulation of Public Housing Authorities (PHAs) operating within the framework of the U.S. Department of Housing and Urban Development (HUD) guidelines.

Respondent must demonstrate legal experience in public housing matters including a working knowledge of HUD's internal operations and its decision-making process. Respondent must have a proven track record in the successful representation of PHAs in controversies concerning HUD. In that regard, the Respondent should establish a working knowledge of HUD's past and current guidelines, its administrative processes, appeals of adverse decisions, complex real estate transactions, the development and financing of low-income housing, demolition petitions and property disposition.

The scope of services shall include, but not be limited to the following:

1. Working with HACC's Executive Director and his management team in order to effectively advise and assist HACC on administrative matters relating to HUD;
2. Preparation and rendition of legal analyses, observations and opinions regarding HUD matters;
3. Serve as HACC's special counsel in matters stemming from HUD-related determinations;
4. Assist, advise, develop, and/or train HACC administrators and personnel regarding applicable federal regulations, rulings and trends relating to public housing;
5. Provide regular or periodic reports as necessary to the Executive Director regarding the status of specific legal matters and issue of special concern involving operation of a PHA in a manner consistent with HUD regulations;
6. Represent HACC in matters before governmental agencies as required at HUD's Region V office in Illinois and at HUD headquarters in the District of Columbia.
7. Represent HACC in negotiations, arbitration, court proceedings and actions (except eviction services) on other items as required by HUD;
8. Present reports to HACC's Board of Commissioners as deemed necessary by the Executive Director.

### **B. SPECIAL CONDITIONS PROVISION**

#### **1. Contractor's Obligations**

The Contractor shall retain all records in connection with this Agreement or the Services provided herein for no less than a period of three years following the conclusion of all payments required herein are made and all other pending matters are closed.

## **2. Contract Period**

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

## **3. Contract Extension Option**

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

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

## **4. Termination**

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

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

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

## **5. Indemnification**

Contractor shall indemnify, defend and hold the HACC, harmless from and against all losses, claims, judgments, damages and liabilities (collectively, the Claims), which are related to the performance by Contractor or Contractor's obligations under this Agreement in a manner that is not within the scope of Contractor's authority granted in the Agreement; or which results from Contractor's negligence, willful misconduct, fraud or misrepresentation.

## **6. Insurance**

The Contractor hereby agrees to obtain and shall maintain during the life of this Contract, at Contractor's own expense, until Contract completion and during the time period following final completion if

Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

#### GENERAL REQUIREMENTS:

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

#### Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance as prescribed by applicable State of Illinois law covering all employees who are to provide a service under this Contract with limits of not less than the State of Illinois statutory limits. Housing Authority of Cook County is to be named as an additional insured on a primary, non-contributory basis. The Contractor must furnish the Housing Authority of Cook County, Department of Procurement Services, 175 W. Jackson Boulevard, Suite 350, Chicago, Illinois 60604, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by HACC that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of HACC to obtain certificates or other insurance evidence from Contractor is not a waiver by HACC of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and HACC retains the right to stop work until proper evidence of insurance is provided or the Contract may be terminated

## **SECTION III – GENERAL REQUIREMENTS & QUALIFICATIONS**

### **A. GENERAL REQUIREMENTS**

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

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

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

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

1. Introduction/Cover Letter: Letter shall include company's name, address, telephone number, bearing the signature of an authorized representative of the Respondent and should contain any unique applications and services and any special qualifications of the Respondent.
2. Type of Organization: State applicable organization type (i.e. Corporation, Partnership, Joint Venture or Sole Proprietorship). List name(s) of shareholders, partners, principals and any other persons exercising control over the Firm or Organization.
3. Organizational Certification: Include Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document. Include an Organization Chart that includes number of present employees in each department, information on personnel training and certifications, if applicable, and the number of full and part time employees who will be assigned to the contract.

### **B. EXPERIENCE OF FIRM**

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

1. Respondent must have previous experience in performing services similar to those requested herein.
2. Respondent must have a minimum of five (5) years of experience providing the requested Services.
3. A minimum of three (3) past performance references with contact names and telephone numbers on the attached Reference Form.

### **C. METHODOLOGY**

In order to be considered eligible, Respondent must submit written evidence for the timely and efficient implementation of HACC's goals and objectives, including ability to meet deadlines as described in this solicitation and how the Respondents plans to meet HACC's objectives with its resources and skill set.

1. Respondent must discuss the factors that differentiate its services from those offered by other vendors.
2. Respondent must state whether or not their company strictly markets housing authorities and if not, what percentage of their company is dedicated to PHAs.



## **D. CAPACITY**

In order to be considered eligible, Respondent(s) must submit written evidence of its ability to provide the resources necessary (staffing, equipment, office facilities, and other) the following minimum requirements:

1. Respondent(s) Staff must have previous experience in performing services similar to those requested herein.
2. Respondent(s) Staff must have a minimum of five years of experience providing similar Services. Please include staff resumes.
3. Provide the most recent three (3) years audited financial statements, which shall include but not be limited to: current assets, net fixed assets, other assets, current liabilities, other liabilities. Provide name and address of firm preparing the financial statement, and date thereof. If the financial statement identifies a name other than the name of the organization submitting a bid, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary).
4. If your firm does not have audited financial statements, please provide us with a letter (on your letterhead) attesting to this and provide us with at least two of the following documents, which can be utilized in lieu of audited financial statements to verify the financial capacity of your organization:
  - a. Unaudited financial statements
  - b. Copy of prior year business tax filing

## **E. FEE PROPOSAL**

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

## **F. S/M/WBE PARTICIPATION**

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

Respondent may, itself, be an S/M/WBE firm (Also referred to as ‘Direct S/M/WBE Participation’) and shall complete *Attachment I – S/M/WBE Business Participation*.

Respondent may directly utilize on the resultant contract and for the duration of the resultant contract an S/M/WBE firm. Firm shall have the Sub-Contractor complete *Attachment J – S/M/WBE Subcontractor Affidavit*.

## **G. SECTION 3 COMPLIANCE**

The HACC has determined that the contract awarded under this solicitation is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, (Section 3), and Title 24 of Subchapter B, Part 75- Economic Opportunities for Low- and Very Low-Income Persons, 24CFR75.1 et seq. 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 opportunities in the form of training, employment, contracting, and other economic opportunities arising from the expenditure of public assistance for housing rehabilitation and housing construction be directed to low- and very low-income persons.

## SECTION IV – CONTENT OF RESPONSE DOCUMENTS

Respondent shall fully read, comprehend and where applicable execute all attachments as outlined in this Request for Proposal. Proposals received without all of the required information, may be subject to rejection.

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

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

### A. CONTENT AND FORMAT

Respondent must submit one (1) original, three (3) copies of its proposal and one (1) electronic copy, each marked or stamped as such.

Proposals shall have tabbed sections marked and labeled as identified below and must contain the required information. Proposals shall be bound but bound in such a way as to be easily unbound. (Example: Binder vs. Spiral binding).

1. Tab 1 - Statement of Interest – Statement of Interest shall include all information being requested in *SECTION III. General Requirements and Qualifications, A. General Requirements*.
2. Tab 2 - Evaluation Criteria – Submission under this Tab shall be in the order specified in *SECTION III. General Requirements and Qualifications* (letters B-G, excluding E. Fee Proposal (Attachment B), which must be submitted in a separately sealed envelope).
3. Tab 3 - RFP Solicitation Document and Attachments – The entire solicitation document MUST be completely signed (where applicable) and the entire RFP returned with Proposal, including the *Professional Services Agreement* and excluding E. Fee Proposal (Attachment B), which must be submitted in a separately sealed envelope.
4. Tab 4 - Insurance – Respondent must submit evidence that they can fulfill the Insurance Requirements under the contract terms of this RFP. At Contract Award, Contractor will be required to submit Insurance Certificate with limits specified in the Professional Services Agreement.
5. Tab 5 - Fee Proposal – Respondent shall be provided as requested in *Attachment B – Fee Proposal*. **Fee proposal must be submitted in a separately sealed envelope.**

## SECTION V – EVALUATION CRITERIA

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

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

- 1. Experience of Firm** **Maximum 30 points**  
Demonstrated successful experience and capability of the Respondent in providing services described in this Request for Proposals.
- 2. Methodology** **Maximum 20 points**  
Demonstrated ability of the Respondent to provide an approach to the services being requested that is reasonable and efficient, meeting the requirements identified in this Request for Proposals.
- 3. Capacity** **Maximum 20 points**  
Demonstrated ability of the Respondent to provide the resources (staffing, equipment, office facilities, and other) necessary for the timely and efficient implementation of HACC's goals and objectives as described in this solicitation.
- 4. Fee Proposal** **Maximum 30 points**  
Respondent shall be provided as requested. **Fee proposal must be submitted in a separately sealed envelope.**

## **SECTION VI – PROCUREMENT AND AWARD PROCESS**

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

### **A. ADDENDUMS TO SOLICITATION**

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

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

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

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

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

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

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

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

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

Any requests for interpretation or inquiries for additional information should be submitted in writing to the Procurement Manager via or email to [dodonnell@thehacc.org](mailto:dodonnell@thehacc.org). No oral requests will receive a response. All inquiries must be received by 2:00 p.m. CST May 20, 2022. Responses to any inquiries may be issued in the form of an addendum to this RFP and will be available on the HACC website.

## **C. EVALUATION AND AWARD PROCESS**

### **EVALUATION**

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

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

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

HACC will perform a responsibility review of the highest-ranked Respondent, which may include reference and financial background checks.

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

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

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

### **BASIS OF AWARD**

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

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

## SECTION VII – PROPOSAL TO BE EXECUTED BY A CORPORATION

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

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

NAME OF CORPORATION: \_\_\_\_\_  
(Print or Type)

SIGNATURE OF PRESIDENT\*: \_\_\_\_\_  
(Or Authorized Officer)

TITLE OF SIGNATORY: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

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

ATTEST: \_\_\_\_\_  
Corporate Secretary Signature

(Affix Corporate Seal)

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation Name).

(Seal)

Notary Public Signature: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

## SECTION VII – PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

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

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

BUSINESS NAME: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

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

Registration Number: \_\_\_\_\_

### SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

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

Partner Signature: \_\_\_\_\_

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

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me by each of the foregoing individuals this \_\_\_\_ day of \_\_\_\_\_, 2022.

(Seal)

Notary Public Signature: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

## SECTION VII – PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

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

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

SIGNATURE OF PROPRIETOR: \_\_\_\_\_  
(Signature)

DOING BUSINESS AS: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

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

Registration Number: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_ (name/s of person/s)

(Seal)

Notary Public Signature: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



## ATTACHMENT A

### PROFESSIONAL SERVICE AGREEMENT

This Agreement is made as of \_\_\_\_\_, 2022 between the HOUSING AUTHORITY OF COOK COUNTY (HACC), a body corporate and politic created under the provisions of the Housing Authorities Law, as amended, having its principal office at 175 West Jackson Boulevard, Suite 350, Chicago, Illinois 60604 (“Authority”), and \_\_\_\_\_ (“Contractor”), having its principal office at \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.

#### PREAMBLE

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

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

1. **Incorporation by Reference.** Provisions required by law, ordinances, rules, regulations, or executive orders, including but not limited to the referenced, required Housing and Urban Development documents are to be inserted in the Contract and deemed inserted whether or not they appear in the Contract, or upon application by either party, the Contract will be amended to make the insertion. However, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.
2. **Engagement.** The Authority hereby engages the Contractor to render the services as set forth in the Request for Proposal (the Services) RFP 2022-100-013.

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

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

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

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

## ATTACHMENT A

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

4. **Compensation.** The Authority agrees to pay Contractor as proposed and agreed upon in accordance Attachment B – Fee Proposal attached to this Agreement. The Authority will not be obligated as a liability for no work or expenses for which an additional cost or fee will be charged by Contractor without the prior written consent of the Authority.

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

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

5. **Term.** This Contract will be in effect for one (1) year indicated herein. The Authority may, at its sole discretion, exercise its right to renew this Contract following the expiration of base contract term for up to two (2) additional one-year option periods.

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

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

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

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

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

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

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

## ATTACHMENT A

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

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

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

## ATTACHMENT A

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

### GENERAL REQUIREMENTS:

#### Workers Compensation and Employers Liability

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

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

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

#### Automobile Liability (Primary and Umbrella)

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

#### Additional Requirements

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

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

## ATTACHMENT A

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

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

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

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

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

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

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

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

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

## ATTACHMENT A

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

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

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

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

## ATTACHMENT A

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

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

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

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

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

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

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

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

## ATTACHMENT A

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

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



**ATTACHMENT A**

**SIGNATURE PAGE**

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

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

Notary Public Signature: \_\_\_\_\_  
(Seal)

Commission Expires: \_\_\_\_\_

**AUTHORITY: Housing Authority of Cook County**

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

Not to Exceed Amount of the Contract:

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

\_\_\_\_\_  
Date

## ATTACHMENT B. FEE PROPOSAL

### RFP No. 2022-100-013 Specialized HUD-Related Legal Services

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

Position	Estimated Hours Per Position	Initial Contract Period Hourly Rate	Option Year One (1) Hourly Rate	Option Year Two (2) Hourly Rate
Partner(s)	25	\$	\$	\$
Lead Attorney	100	\$	\$	\$
Associate(s)	30	\$	\$	\$
Paralegal	30	\$	\$	\$
Specify Other		\$	\$	\$
Specify Other		\$	\$	\$

Name of Firm:

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Firm Address:

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Contact Person:

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Phone Number:

---

Authorized Signature:

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Title:

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Date:

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT D.  
CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

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

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

## **ATTACHMENT E. DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

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

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

# ATTACHMENT E. DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

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

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**ATTACHMENT F.  
CONFLICTS OF INTEREST**

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

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

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

**PROPOSER:**

\_\_\_\_\_

By:

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Title)

**ATTACHMENT G.  
NON-COLLUSIVE AFFIDAVIT**

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

The party making the foregoing Proposal or Bid, that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusions, or communication or conference, with any person, to fix the Proposal or Bid price or affiant or of any other Proposal or Bidder, or to secure any advantage against HACC or any person interested in the proposed Contract; and that all statement in said Proposal or Bid are true.

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

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

County of \_\_\_\_\_

State of \_\_\_\_\_

Acknowledged under oath on (date) \_\_\_\_\_

Before me by \_\_\_\_\_  
(Printed Name)

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

As (title) \_\_\_\_\_

of (firm) \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

Commission expires: \_\_\_\_\_

(Seal)





**Housing Authority of  
COOK COUNTY**

**HOUSING AUTHORITY OF COOK COUNTY**

175 West Jackson Blvd. Suite 350  
Chicago, Illinois

**SECTION 3 PLAN**

**Adopted by PHA Board of Commissioners**

**Resolution No.:** 2021-HACC-006

**Date of Adoption:** June 17, 2021

**Effective Date of Implementation:** June 17, 2021

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## **SECTION 3 PLAN**

### **BACKGROUND**

Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low and very low-income persons, particularly those who are recipients of government assistance for housing.

Section 3 recognizes that HUD funds are often one of the largest sources of Federal funds expended in low and very low-income communities and, where such funds are spent on activities such as construction and rehabilitation of housing and other public facilities, the expenditure results in economic opportunities.

By directing HUD-funded economic opportunities to residents and businesses in the community where the funds are expended, the expenditure can have the dual benefit of creating new or rehabilitated housing and other facilities while providing opportunities for employment and training for the residents of these communities.

### **PHA SECTION 3 PLAN OBJECTIVES**

The Housing Authority of Cook County (hereinafter referred to as PHA) has developed a Section 3 Plan (Plan) to identify the goals, objectives, and actions that the PHA will implement to ensure the awarding of contracts to contractors, vendors, and suppliers, create employment and business opportunities for residents of the PHA and other qualified low and very low-income persons residing in within the metropolitan area (or non-metropolitan county) in which the assistance is expended. The PHA's efforts to promote Section 3 objectives will be consistent with existing Federal, state, and local laws and regulations.

The PHA requires all contractors, vendors, and suppliers to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, familial status, marital status, actual or perceived sexual orientation, gender identity, or economic status and to take affirmative action to ensure that both existing employees and applicants are given fair and equal treatment.

The PHA has incorporated Section 3 requirements in its existing Procurement Policy and includes a copy of this Plan in all procurements generated for use with HUD funding. This Plan contains goal requirements for awarding contracts to Section 3 business concerns.

This Plan shall result in a reasonable level of recruitment, employment, and utilization of PHA residents and other eligible persons and business by PHA contractors working on contracts partially or wholly funded by Federal monies. The PHA shall examine and consider a contractor's, vendor's, or supplier's potential for success by providing employment and business opportunities to the PHA's residents prior to acting on any proposed contract award.

All contractors, vendors, suppliers seeking Section 3 preference must, before submitting bids/proposals to the PHA, be required to complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required. Such certifications shall be adequately supported with appropriate documentation as referenced in this Plan.

## **APPLICABILITY**

Section 3 requirements apply to the public housing financial assistance and Section 3 projects as follows:

- Public Housing Financial Assistance:
  - Development assistance provided pursuant to Section 5 of the U.S. Housing Act of 1937;
  - Operations and management assistance provided pursuant Section 9(e) of the U.S. Housing Act of 1937 (Operating Fund);
  - Development, modernization, and management assistance provided pursuant Section 9(d) of the U.S. Housing Act of 1937 (Capital Fund); and
  - The entirety of mixed-finance development project regardless of whether the project is fully or partially assisted with public housing financial assistance.
- Housing and Community Development Section 3 Projects:
  - Housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.
  - The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992.
  - The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
  - The requirements apply to an entire Section 3 project regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.
- Other HUD Assistance and Other Federal Assistance  
Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

## **NOTICE OF FUNDING AVAILABILITY (NOFA)**

All NOFAs issued by HUD that announce the availability of funding that covers public housing financial assistance and Section 3 projects will include notice that Section 3 is applicable to funding and may include as appropriate for specific NOFAs points or bonus points for Section 3 Plans.

- Where Section 3 is applicable, the inclusion of specific requirements in the regulation regarding the NOFA does not change the PHA's obligation to have a compliant Section 3 implementation strategy.
- Similarly, where Section 3 is not applicable, the regulatory language would not apply.

## **CHANGES IN LAWS AND REGULATIONS**

All issues not addressed in this Section 3 Plan related to the Section 3 program are governed by the Code of Federal Regulations, HUD handbooks and guidebooks, Federal Registers, memos, notices, guidelines, and other applicable law.

In the event an applicable HUD law or regulation is modified or eliminated, the revised law or regulation shall, to the extent inconsistent with this Section 3 Plan, automatically supersede this Section 3 Plan.

## **REQUIREMENTS**

The PHA has established employment, training, and contracting requirements consistent with existing Federal, state, and local laws and regulations to meet and comply with Section 3 requirements.

### **A. Employment and Training**

The PHA and its contractors or subcontractors will make their best efforts to provide employment and training opportunities to Section 3 workers in the following order of priority:

1. To residents of public housing projects for which the public housing financial assistance is expended;
2. To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
3. To participants in YouthBuild programs; and
4. To low and very low-income persons residing within the metropolitan area (or non-metropolitan county) in which the assistance is expended.

### **B. Contracting**

1. The PHA and its contractors or subcontractors will make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:
  - a. To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;

- b. To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;
  - c. To YouthBuild programs; and
  - d. To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or non-metropolitan county) in which the assistance is provided.
2. An executed "Section 3 Program Certification" form must be included with every bid or proposal. Bids or proposal without an executed Section 3 Program Certification form will be considered non-compliant with the Request for Bids or Request for Proposals.
3. Within 15 calendar days of award of a contract by the PHA, the contractor shall publish a "Notice of Commitment" in a paper of daily distribution in the metropolitan or non-metropolitan county where the PHA is located listing potential training, employment, and contracting opportunities for low and very low-income persons. The Notice of Commitment must also be posted on the public bulletin board of the PHA and at each construction job site.

## **ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW-INCOME PERSONS**

For public housing financial assistance, the Section 3 statute requires PHAs to prioritize their efforts to direct employment and economic opportunities, training, and contracting efforts to specific groups of low and very low-income individuals.

All employees of the PHA will complete an Employee Certification Form to be used by the PHA to determine its current Section 3 and Targeted Section 3 workers.

All applicants for employment with the PHA must complete an Applicant Certification form.

### **A. Section 3 Worker**

1. Any worker who currently fits or when hired within the past five (5) years fits at least one of the following categories, as documented:
  - a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
  - b. The work is employed by a Section 3 business concern.
  - c. The worker is a YouthBuild participant.
2. The status of a Section 3 worker will not be negatively affected by a prior arrest or conviction.
3. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

**B. Targeted Section 3 Workers**

A Targeted Section 3 worker for public housing financial assistance is a Section 3 worker who is:

1. Employed by a Section 3 business concern, or
2. Currently fits or when hired will fit at least one (1) of the following categories, as documented within the past five (5) years:
  - a. A resident of public housing or Section 8-based assisted housing,
  - b. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance, or
  - c. A YouthBuild participant.

**C. Safe Harbor**

The primary objective is to reflect and monitor the PHA's ability to direct job opportunities that are generated by HUD financial assistance to Section 3 and Targeted Section 3 workers.

The PHA will certify compliance with the statutory priorities and meet or exceed the outcome benchmarks annually within 60 days of its fiscal year end.

1. Establishment of Benchmarks

HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the Federal Register. The PHA will make every reasonable effort to comply with HUD established benchmarks as they may increase or decrease over time.

2. As allowed by HUD, the PHA will exclude professional services, which would be defined as non-construction services that require an advanced degree or professional licensing, from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported. Professional services to be excluded includes but are not limited to.
  - a. Contracts for legal services
  - b. Financial consulting
  - c. Accounting services
  - d. Environmental assessment
  - e. Architectural services
  - f. Civil engineering services
3. Section 3 benchmarks consist of the following 2 ratios:
  - a. Section 3 Workers:

Twenty-five percent (25%) or more of the total number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's fiscal year.

**Example**

Assume the PHA employs 20 full-time staff including all senior/executive/salaried staff

$$20 \times 2,080 \text{ (40h/p/w} \times 52 \text{ weeks)} = 41,600 \text{ hours worked annually}$$

25% of the total work hours would be worked by Section 3 workers

$$41,600 \times 25\% = 10,400$$

Divide 10,400 hours by 2,080

$$10,400 \div 2,080 = 5$$

The PHA must have 5 Section 3 workers



**b. Targeted Section 3 Workers:**

Five percent (5%) or more of the total number of labor hours worked by Targeted Section 3 workers divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's fiscal year.

**Example**

Assume the PHA employs 20 full-time staff including all senior/executive/salaried staff  
 $20 \times 2,080$  (40 h/p/w  $\times$  52 weeks) = 41,600 hours worked annually

5% of the total work hours to be worked by Targeted Section 3 workers  
 $41,600 \times 5\% = 2,080$

Divide 2,080 hours by 2,080  
 $2,080 \div 2,080 = 1$ .  
The PHA must have 1 Targeted Section 3 workers

**REPORTING REQUIREMENTS**

The PHA will implement its Section 3 activities and comply with the reporting requirements of this Plan starting with the PHA's first full fiscal year that begins after July 1, 2021. The PHA will track and report labor hours to measure total actual employment and the proportion of the total employment performed by low and very low-income workers.

## **A. Reporting of Labor Hours**

Labor hours means the number of paid hours worked by person on a Section 3 project or by persons employed with funds that include public housing financial assistance.

1. The PHA will track and report:
  - a. The total number of labor hours worked by all workers,
  - b. The total number of labor hours worked by Section 3 worker; and
  - c. The total number of labor hours worked by Targeted Section 3 workers.
2. The labor hours for Section 3 workers and Targeted Section 3 workers will be counted for five (5) years from when their status as a Section 3 worker or Targeted Section 3 worker was established.

The PHA will define workers as Section 3 workers for a five-year period at the time, or when the workers are first certified as meeting the Section 3 worker definition.

3. The labor hours reported will include the total number of labor hours worked and paid with public housing financial assistance in the fiscal year of the PHA, including labor hours worked by any contractors and subcontractors that the PHA is required or elects to report.
4. The PHA reporting, as well as contractors and subcontractors who report to the PHA, will report labor all hours by Section 3 workers and Targeted Section 3 workers from professional services without including labor hours from professional services in the total number of labor hours worked.
5. During the first fiscal year that begins after July 1, 2021, the PHA may report on the labor hours of a contractor or a subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting. This grace period is to allow contractors who do not utilize a time system to implement one. After that time, the PHA, its contractors and subcontractors must report on actual labor hours worked.

## **B. Qualitative Reporting**

If the PHA reporting indicates that the PHA has not met the Section 3 benchmarks, the PHA will report in a form prescribed by HUD on the qualitative nature of its Section 3 compliance activities and those of its contractors and subcontractors.

Qualitative efforts may include but are not limited to the following:

1. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers.
2. Providing direct on-the-job training or apprenticeship opportunities.

3. Providing technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).
4. Providing or connecting Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
5. Holding one or more job fairs.
6. Providing or referring Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, childcare).
7. Providing indirect training such as arranging for, contracting for, or paying tuition for, off-site training technical assistance to help Section 3 workers.
8. Providing assistance with applying for/or attending community college, a four-year educational institution, or vocational/technical training.
9. Assisting Section 3 workers to obtain financial literacy training and/or coaching.
10. Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
11. Providing technical assistance to help Section 3 business concerns understand and bid on contracts.
12. Dividing contracts into smaller jobs to facilitate participation by Section 3 business concerns.
13. Providing bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
14. Promoting use of business registries designed to create opportunities for disadvantaged and small businesses.
15. Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

### **C. RAD Conversions**

HUD has defined Targeted Section 3 workers to include residents of public housing and Section 8 housing, which means that the PHA must report on hiring of these types of HUD-assisted tenants, which includes tenants of RAD-converted Section 8 properties.

### **D. Reporting Frequency**

Unless otherwise provided, the PHA will report annually to HUD the labor hours, and where required, qualitative reporting, in a manner consistent with Section 3 reporting requirements.

1. Reporting is on an annual basis for ongoing endeavors such as PHA operations or multi-year infrastructure or disaster recovery efforts.
2. Discrete projects such as development of a singular multifamily apartment building, the reporting is on a project basis, and reported to HUD in the PHA's annual report corresponding to the year of the project's completion.

## **E. Separate Reporting by Funding Source**

1. The PHA will be required to report by each separate funding source.
2. The Final Rule provided separate definitions for the types of funding and separate subparts relating to:
  - a. Public housing financial assistance, which covers:
    - 1) development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act),
    - 2) operations and management assistance provided pursuant to Section 9(e) of the 1937 Act (Operating Fund), and
    - 3) development, modernization, and management assistance provided pursuant to Section 9(d) of the 1937 Act (Capital Fund).
  - b. Section 3 projects, which means housing rehabilitation, housing construction and other public construction projects assisted with HUD housing and community development assistance when the amount of the assistance to the project exceeds \$200,000, or \$100,000 where the assistance is from HUD's Lead Hazard Control and Healthy Homes programs.
3. Small PHAs with less than 250 public housing units will report qualitative efforts to meet Section 3 benchmarks.

## **CONTRACT PROVISIONS**

1. Required language
  - a. The PHA will include language in any agreement or contract to apply Section 3 to contractors.
  - b. The PHA will also require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.
  - c. The PHA will also require all contractors and subcontractors to meet the requirements of employment, training, and contracting requirements, regardless of whether Section 3 language is included in contracts.
  - d. All unit and collective bargaining agreements must meet the requirements of employment, training, and contracting requirements.
  - e. The PHA will customize the contract language depending upon the contract. Such customization will include:
    - 1) The required percentage of hours to be worked by Section 3 and Targeted Section 3 workers;

- 2) Documentation and document retention requirements, reporting requirements; and
  - 3) Penalties for non-compliance with Section 3 requirements.
2. RAD Conversions
- a. Section 8 Project-Based Voucher (PBV) or Section 8 Project-Based Rental Assistance (PBRA) contracts are not covered by the statute.
  - b. HUD has administratively applied Section 3 during the RAD-related construction period even though not required by the RAD statute or the Section 3 statute. See RAD Notice Revision 4 and RAD program documents.

## **FUNDING SOURCES, RECORDKEEPING, AND COMPLIANCE**

### **A. Multiple Funding Sources**

If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 public housing financial assistance or a Section 3 project, the PHA must follow the additional provisions for the public housing financial assistance. For such a project, the following applies:

1. The PHA receiving housing financial assistance will report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients.
2. The PHA will report the following information:
  - a. The total number of labor hours worked on the project;
  - b. The total number of labor hours worked by Section 3 workers on the project; and
  - c. The total number of labor hours worked by Targeted Section 3 workers on the project.

### **B. Recordkeeping**

The PHA shall make available to HUD access to all records, reports, and other documents or items that are maintained to demonstrate compliance with the requirements of Section 3 or that are maintained in accordance with the regulations governing the public housing financial assistance provided or otherwise made available to the PHA, subrecipient, contractor, or subcontractor.

1. The PHA will maintain documentation, and ensure that a subrecipient, contractor, or subcontractor that employs the worker to maintain documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:
  - a. For a worker to qualify as a Section 3 worker, one of the following must be maintained:

- 1) A worker's self-certification that their income is below the income limit from the prior calendar year;
  - 2) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
  - 3) Certification from the PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
  - 4) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
  - 5) An employer's certification that the worker is employed by a Section 3 business concern.
- b. For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:
  - 1) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
  - 2) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
  - 3) An employer's certification that the worker is employed by a Section 3 business concern; or
  - 4) A worker's certification that the worker is a YouthBuild participant.
2. The PHA will maintain the documentation for the time period required for record retention in accordance with applicable program regulations or, in the absence of applicable program regulations, for at least three (3) years following audit of completed contracts in accordance with 2 CFR part 200.
3. The PHA will report on Section 3 workers and Targeted Section 3 workers for five (5) years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.
4. The PHA will maintain details of all qualitative efforts to meet Section 3 benchmarks including, but not limited to:
  - a. Memorandums of Agreement with reciprocating agencies;
  - b. Meeting agendas and sign in sheets for meetings with program participants and low and very low-income residents of the metropolitan or non-metropolitan area;
  - c. Meeting agendas and sign in sheets for meetings with Section 3 business concerns;
  - d. Copies of all contracting and employment announcements including dates of publication, display, or distribution;

- e. Minutes of pre-bid conferences where Section 3 requirements are discussed;
- f. Documentation of outreach efforts to identify Section 3 businesses;
- g. Section 3 employment questionnaires completed by applicants and program participants;
- h. Section 3 employment questionnaires completed by current PHA employees between November 30, 2020 and end of first fiscal year in which reporting is required under the Final Section 3 Rule; and
- i. Notices of training and employment readiness opportunities provided to low and very low-income residents, public housing residents, and Section 8 program participants.

### **C. Compliance**

The PHA will maintain adequate records demonstrating compliance with the Section 3 requirements consistent with other recordkeeping requirement in 2 CFR part 200.

#### **1. Complaints**

Complaints alleging failure of compliance with Section 3 requirements may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

#### **2. Monitoring**

- a. HUD will monitor the PHA's compliance with the requirements of Section 3.
- b. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance.
- c. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found.

## **DEFINITIONS**

### **Business Concern**

Means a business concern that meets at least one of the following criteria, documented within the last six-month period:

- It is at least 51% owned by low or very low-income persons
- Over 75% of the labor hours performed for the business are performed by low or very low-income persons
- It is a business at least 25% owned by current public housing resident or residents who currently live in Section 8-assisted housing

### **Contractor**

Any entity entering into a contract with:

- A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- A subrecipient for work in connection with a Section 3 project.

### **Labor Hours**

The number of paid hours worked by persons on Section 3 projects or by persons employed with funds that include public housing financial assistance.

### **Low-Income Person**

An individual whose annual income does not exceed 80% of the median income for the area as determined by HUD.

### **Material Supply Contracts**

Contracts for the purchase of products and material, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

### **Professional Services**

Non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

### **Public Housing Financial Assistance**

- Development assistance provided pursuant to Section 5 of the U.S. Housing Act of 1937;
- Operations and management assistance provided pursuant Section 9(e) of the U.S. Housing Act of 1937 (Operating Fund);
- Development, modernization, and management assistance provided pursuant Section 9(d) of the U.S. Housing Act of 1937 (Capital Fund); and



- The entirety of mixed-finance development project regardless of whether the project is fully or partially assisted with public housing financial assistance.

**Public Housing Project**

Low-income housing, and all necessary appurtenances thereto, assisted under the 1937 Act, other than assistance under 42 U.S.C. 1437f of the 1937 Act (Section 8). The term “public housing” includes dwelling units in a mixed-finance project that are assisted by a public housing agency with public housing capital assistance or Operating Fund assistance. When used in reference to public housing, the term “project” means housing developed, acquired, or assisted by a PHA under the 1937 Act, and the improvement of any such housing.

**Recipient**

Any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means 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, to the greatest extent feasible, employment, training, and business opportunities created by HUD financial assistance be directed to low and very low-income persons.

**Section 3 Business Concern**

A business concern meeting at least one of the following criteria, documented within the last six-month period:

- It is at least 51 percent owned and controlled by low or very low-income persons;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract and demonstrating their ability to meet contract requirements.

Section 3 business concerns will be given the opportunity to complete a “Section 3 Business Concern Certification” form that will be made available to potential bidders and proposers and utilized by the PHA.

**Section 3 Projects**

- Housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.
- The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992.
- The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

**Section 3 Worker**

Any worker who currently fits or when hired within the past five (5) years fit at least one of the following categories, as documented:

- The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- The worker is employed by a Section 3 business concern.
- The worker is a YouthBuild participant.

**Section 8-Assisted Housing**

Refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

**Service Area or the Neighborhood of the Project**

An area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

**Small PHA**

A public housing authority that manages or operates fewer than 250 public housing units.

**Subcontractor**

Any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

**Subrecipient**

An entity, usually, but not limited to, non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Targeted Section 3 Worker**

A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

- A worker employed by a Section 3 business concern; or
- A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five (5) years:
  - A resident of public housing or Section 8-assisted housing;
  - A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
  - A YouthBuild participant.

**Very Low-Income Person**

An individual whose annual income does not exceed 50% of the median income for the area as determined by HUD.

**Youthbuild Programs**

Refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

(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.

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

**DIRECT PARTICIPATION/SELF-CERTIFICATION**

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

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

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

(Check the block applicable to you)

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

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

**INDIRECT PARTICIPATION THROUGH SUB-CONTRACTOR**

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

Yes ☐ No ☐

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Phone

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

## ATTACHMENT K. NATURE OF DISCLOSING PARTY FORM

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

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

**B. Name of Disclosing Party:**

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

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

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

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

\_\_\_\_\_

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

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

Name	Title
_____	_____
_____	_____
_____	_____

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

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

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

_____	_____	_____
_____	_____	_____

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

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

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



## ATTACHMENT L. REFERENCES

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Instructions to Offerors Non-Construction

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 7. Contract Award

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

(b) The HA may

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

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

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

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

## 8. Service of Protest

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

## 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

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

# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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Signature & Date:

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Typed or Printed Name:

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Title:

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# 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. 1/01/2014)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

proposal submitted before final payment of the contract.

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

## 5. Rights in Data (Ownership and Proprietary Interest)

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

## 6. Energy Efficiency

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

## 7. Disputes

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

## 8. Contract Termination; Debarment

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

## 9. Assignment of Contract

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

## 10. Certificate and Release

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

## 11. Organizational Conflicts of Interest

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

## 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) Prohibition.

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

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



(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

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

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

## **22. Procurement of Recovered Materials**

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

# General Conditions for Non-Construction Contracts

## Section II – (With 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. 1/01/2014)

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

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

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
  - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
  - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
  - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
  - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.