



HOUSING AUTHORITY OF COOK COUNTY (HACC)
INVITATION FOR BIDS (IFB)
FOR
LANDSCAPE SERVICES AT HACC'S SCATTERED SITES

PROJECT/SPECIFICATION NO.: 2018-100-008

CONTRACT ADMINISTRATOR: LAVERNE PARR
PHONE: (312) 542-4653, **E-MAIL:** lparr@thehacc.org

BID DUE DATE & TIME:

Tuesday, March 20, 2018

AT 2:00 P.M. (CST)

ALL BIDS AND OTHER COMMUNICATIONS MUST BE ADDRESSED AND RETURNED TO:
THE HOUSING AUTHORITY OF THE COUNTY OF COOK
DEPARTMENT OF PROCUREMENT SERVICES
175 WEST JACKSON BOULEVARD, SUITE 350
CHICAGO, ILLINOIS 60604
Attention: Laverne Parr, Contract Administrator

All questions or requests for clarification must be in writing, directed to the attention of Laverne Parr, sent via email to lparr@thehacc.org and submitted no later than **Wednesday, March 9, 2018** at 2:00 p.m.

Bids must clearly indicate the name of the project, "**Landscape Services at HACC's Scattered Sites**", the Specification Number "**2018-100-008**" and the time and date specified for receipt. The name and address of the Bidder must be clearly printed on all correspondence. Bids will be accepted at the Housing Authority of the County of Cook, until **2:00 p.m., Tuesday, March 20, 2018.**

RICHARD MONOCCHIO, EXECUTIVE DIRECTOR

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PART I - DEFINITIONS

Wherever applicable in this Invitation for Bid (IFB), the following terms, or pronouns in place of them, or Abbreviations are used; the interpretation and meaning shall be interpreted as follows:

“Attachments” means all exhibits attached hereto and/or incorporated by reference herein;

“Authority” means the Housing Authority of the County of Cook;

“Authority Representative” means the person or persons authorized by the Authority to act on behalf of this Invitation for Bid;

“Authority Website” means www.thehacc.org;

“Bid” as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for performance of the Work, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents;

“Bid Bond” means a bond, deposit or guarantee issued by a surety company to ensure bidder will accept and perform the work under the contract terms, including attempting to withdraw or otherwise not fulfill the contract.

“Bid Date” means the calendar day by which bids must be received by the Authority;

“Bid Time” means the time by which bids must be received by the Authority;

“Bidder” means an entity that submits a bid;

“Business Day” means business days (Monday through Friday, excluding Saturday & Sunday or legal holidays) in accordance with the world-wide accepted business calendar;

“Calendar Day” means calendar days (Sunday through Saturday, excluding legal holidays) in accordance with the world-wide accepted calendar;

“Contact Person” refers to Contractor's management level personnel who will work as liaison between the Authority and the Contractor and be available to respond to any problems that may arise at a work site;

“Contract” means a formal written contract between the Authority and a Preferred Bidder to undertake the Services, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof;

“Contract Term/Period” for purposes of this contract means the period the Services will begin and end.

“Contractor” refers to the person, firm, entity or corporation who is awarded this contract;

“Contract Documents” are herein as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;

“Contracting Officer” means an official authorized by the Executive Director to enter into and/or administer contracts and make related determinations and findings.

“Deliverables” means any Work, documents, reports, information, etc. to be provided by the Contractor to the Authority;

“Director” refers to the Director of Procurement Services, for the Housing Authority of the County of Cook, and any representative duly authorized in writing to act on the Director's behalf;

“Executive Director” refers to the Executive Director of the Housing Authority of the County of Cook, and any representative duly authorized in writing to act on the Executive Director's behalf;

“HACC” refers to the Housing Authority of the County of Cook;

“Force Majeure Event” means events beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage);

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

“Invitation for Bids” a formal request to prospective vendors soliciting price quotations or bids;

“Payment and Performance Bond” means a bond or guarantee that Contractor has successfully completed the work and those subcontractors and suppliers have been paid.

“Pre-Bid Conference” means the day scheduled by the Authority to discuss requirements under this Invitation for Bid;

“Proposal” as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for performance of the Work, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents, also known as the ‘Bid’;

“Purchase Order” means a formal written contract between the Authority and the lowest responsive and responsible Bidder to undertake the Services, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof;

“Reporting Formats” means the appearance in which a report is submitted by the Contractor to the Authority;

“Respondent” refers to the person, firm, entity or corporation who is submitting a response to the subject solicitation and or awarded this contract:

“Service Start Date” means the first day services are to begin.

“Service End Date” means the last day services are to be completed and invoiced.

“Service Location” refers to the location where the product or service is to be provided by the Contractor;

“Services” means the services to be performed by the Contractor hereunder, including provision of all labor materials, equipment, supplies and other incidentals necessary or convenient to the successful completion of the work;

“Site” means the place or places where the Services are to be performed;

“Subcontractor” means any person or entity with whom the Contractor contracts to provide any part of the Work, including subcontractors of any tier, suppliers and material men, whether or not in privacy with the Contractor;

“Supervisor” refers to Contractor’s management level personnel who will work as liaison between the Housing Authority of the County of Cook;

“Vendor” refers to the person, firm, entity or corporation who submits a bid or quotation;

“Work” means to provide resident relocation services for families moving into either the private market, within HACC developments or to a mixed income unit;

“Work Site” refers to the location where the work is to be performed.

Unless a contrary meaning is specifically noted elsewhere, words as required, as directed, as permitted, and similar words mean that requirements, directions of, and permission of the Executive Director, are intended; similarly the words approved, acceptable, satisfactory, or words of like imports, will mean approved by, acceptable to, or satisfactory to the Executive Director. The words necessary, proper, or words of like import as used with respect to extent of Work specified will mean that Work must be conducted in a manner, or be of character which is necessary or proper in the opinion of the Executive Directors’ judgment in such matters will be considered final and incontestable by the Contractor.

Wherever the imperative form of address is used, such as provide equipment required it will be understood and agreed that such address is directed to the Contractor.

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PART II – SPECIFICATIONS FOR BID

HOUSING AUTHORITY OF THE COUNTY OF COOK (HACC)

Department of Procurement Services
175 West Jackson Boulevard, Suite 350
Chicago, IL 60604

Contact Person: Laverne Parr – (312) 542-4653 or lparr@thehacc.org

BIDDER'S NAME AND ADDRESS:

SPECIFICATION FOR: Landscape Services at HACC's Scattered Sites

SPECIFICATION NUMBER: 2018-100-008

DATED: TUESDAY, FEBRUARY 27, 2018

TO BE OPENED: Tuesday, March 20, 2018 AT 2:00 PM (CST)

BID SUBMITTAL: The Housing Authority of the County of Cook (hereinafter "HACC") invites bidders to submit sealed bids for the above-described specification. Bidders shall:

- a) Enter his/her name and address above and acknowledge receipt of any addenda issued below;
- b) SUBMIT IN DUPLICATE the "Bid Submittal" forms (Part V – Section D). Each Page in Part V – Section D (Bid Form) shall bear an original signature;
- c) Submit all required MBE/WBE and Section 3 documents; and
- d) Submit the original of all other required bid documents. (see Part V – Section A)

Sealed bids shall be delivered or mailed to HACC's address listed above. The sealed envelope/package shall be marked with **(1)** the Bidder's Name and Address; **(2)** Specification Title and Number; and **(3)** Bid Opening Date and Time. All bids submitted and accepted become the property of HACC.

FALSE STATEMENTS IN BIDS: Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

Failure to submit bid documents in the required quantity and properly executed shall result in the bid being deemed non-responsive and rejected by HACC for further consideration.

BID OPENING: No bids will be accepted after the date and time indicated above.

INSTRUCTIONS: Special care should be used in the preparation of bids. Bidders must make their own estimates for services provided under this contract. No bid shall be withdrawn for a period of **60** calendar days after the opening of bids, without the consent of the Authority.

ADDENDA: HACC reserves the right to issue Addenda to correct, modify, and amend this Invitation for Bid. Bidders shall acknowledge receipt of all Addenda below.

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA: Number: _____
Dated: _____

PRE-BID CONFERENCE:

☒ Not Required

☐ A Pre-bid Conference will be held at HACC, 175 West Jackson Boulevard, Suite 350, Chicago, IL 60604 at 10:00 a.m. (CST) on . All prospective bidders are urged to attend. Non-attendance on the part of a bidder shall not relieve the bidder of any responsibility for adherence to any of the provisions of this bid package or any addenda thereto.

BID SECURITY:

☒ Not Required

☐ Each individual bid must be accompanied by a bid bond in the amount of 5% of the total amount of bid submitted or a certified check in the same amount, payable to "Housing Authority of the County of Cook." If the bid and bid security have not been received by HACC prior to the time of the bid opening, the bid will not be considered. Checks from unsuccessful bidders will be returned as soon as practicable after the opening of bids.

BIDDER PROFILE INFORMATION: Each bid must be accompanied by a summary of the Contractor's qualifications to complete the work described in the Bid Package, which summary shall include, at a minimum, the following documents:

- a) The resumes of the Contractor's superintendent and superintendents of all the Contractor's primary subcontractors, being any subcontractor having a contract valued in excess of \$100,000.00.
- b) A detailed description of not less than three jobs completed by the Contractor in the last five calendar years of a substantially similar size and scope and requiring substantially similar work and level of responsibility, together with the contact information of the owner's representative for each of these jobs (including name, company name, address, telephone number, fax number, and e-mail address); and
- c) The same information described in the paragraph (b) above for at least one job performed by each primary subcontractor in the last five calendar years.

Failure to include any of the above foregoing information with any bid package may result in the bid package being deemed non-responsive and therefore ineligible for award. HACC may also, on the basis of the bidder's profile information submitted, find that there exists an insufficient amount of information to clearly determine whether a bidder or its subcontractors(s) possess the ability to perform successfully under the terms and conditions of the Contract Documents, and the HACC may therefore determine the bid package is ineligible for award on the basis of insufficient evidence regarding responsibility.

SECTION 3 – COMPLIANCE: HACC has determined that the contract awarded under this solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) and Title 24 of Subchapter B, Part 135 – Economic Opportunities for Low –Income Persons. 24 CFR 135.3 Section 3 Compliance requires that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low – income persons. Bidders shall be deemed to have demonstrated compliance with the "greatest extent feasible" requirement of Section 3 at the date and time published for bid opening by submitting a direct hiring plan that is, in HACC's sole discretion, equitable by nonarbitrary, non-capricious criteria. If after selection of a bidder, but prior to execution of a contract,

a bidder's hiring plan is deemed inequitable, the HACC shall endeavor to negotiate a specific number of public housing residents, other than Section 3 Residents, to be trained or employed on Section 3- covered assistance and may require the utilization of one or several tiers in combination to achieve compliance by bidder to the greatest extent feasible. In the event that the Bidder does not hire eligible Section 3 workers, the Bidder shall invest into HACC's section 3 Fund in the amount equal to 2% of the contract value (see Part V – Section N).

PRE-AWARD SURVEY: The HACC reserves the right to conduct a pre-award survey with the bidders to determine if the bidder is a responsible party as described and required by Federal Law. This survey may include a visit to the bidder's facilities, and examination of the following: the bidder's facilities; past performances on other Authority and Federal, State/Local government agency contracts and non-public sector contracts; capacity to execute the terms and conditions of the contract; on-hand equipment; current employee depth and capabilities; financial records and capabilities; any other area or aspect of the bidders integrity, operations and capability that will assist the HACC in making a determination of responsibility.

AWARD: Contract Award-Sealed Bidding:

- a) The HACC will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder(s) whose bid, conforming to the solicitation, will be most advantageous to the HACC, considering only price and the price-related factors specified elsewhere in the solicitation.
- b) The HACC may reject any or all bids, and waive informalities or minor irregularities in bids received.
- c) The HACC may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
- d) The HACC may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the HACC even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment.

SINGLE OR MULTIPLE AWARDS:

☐ Not Applicable

☒ The HACC may elect to award a single contract or multiple contracts for the same work or services to two or more contractors/vendors under this solicitation.

PERFORMANCE AND PAYMENT BOND:

☒ Not Required

☐ **Upon award/approval of the contract**, the Contractor must provide and pay for an acceptable Performance and Payment Bond in the amount of 100% of the task order **or separate acceptable Performance and Payment Bonds each in the amount of 50% or more of the task order.** The surety must be a guaranty or surety company which appears on the U.S. Treasury Circular No. 570 published annually in the Federal Register and must, at a minimum, have "A" rating in according to the A.M. Best Rating Guide. Assistance in securing the Performance and Payment Bond is available through the Small Business Administration, which encourages Minority Business Enterprises.

FINANCIAL STATEMENT:

☒ Not Required

☐ A copy of your firm's most recent audited financial or income tax statement completed within the last two years must be submitted with your bid. This information will remain confidential and may be used by authorized Authority personnel in determining your firm's financial capability to perform the required scope of service. Failure to submit the financial statements may result in the bid package being deemed non-responsive.

W-9 SUBMITTAL: Upon award of the contract, the Contractor shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the HACC.

PRE-CONSTRUCTION CONFERENCE:

☒ Not Applicable

☐ The Authority will notify Awardees of when and where the Pre-construction Conferences will take place. **Awardees must attend conferences before entering the worksite or having materials delivered there.**

CONTRACT DOCUMENTS: The Contract Documents, which form the Contract between the parties (the "Contract"), include all documents (listed in Part V – Section A) when accepted by the Authority, together with all other required documents that are submitted with an offerer's bid, "Amendments(s) to Special Conditions," if any, "Special Conditions," "Amendment(s) to General Conditions," if any, "HUD General Conditions for Non-Construction Contracts without Maintenance – 5370-C-Section I," "Instructions to Bidders" (if any), "Technical Specifications," and drawings, if any, (collectively referred to as the "Contract Documents"). In the event that any provision in one of the component parts of this Contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The Contract Documents enumerated herein comprise the entire Contract between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by the Authority or Bidder are a part of the Contract unless expressly stated therein.

TAX: This bid shall not include Illinois Retailers' Occupational Tax (so called "Sales Tax") on direct sales to the HACC or on any material incorporated into or becoming part of the work; federal excise taxes; or federal transportation taxes. The HACC will provide all contract awardees with a Tax Exemption Certificate.

PREPARATION OF BIDS: (a) Bids must be submitted on the forms furnished by the HACC or on copies of those forms and be manually signed. The person signing a bid must initial each erasure or change appearing on any bid form; (b) The bid forms may require bidders to submit bid prices for one or more items on various bases, including lump sum bidding, deductive alternate prices, unit prices of construction, or any combination thereof; (c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted; and (d) Alternate bids will not be considered unless this solicitation authorizes the submission.

AVAILABILITY OF FUNDS: The HACC's obligation under this contract is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the HACC for any payment may arise until funds are made available to the

Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

TYPE OF CONTRACT: The HACC contemplates a single or multiple awards of Firm-Fixed Price Contracts.

TIME FOR PERFORMANCE: The Contractor shall commence work under the Contract on a date specified in the written Notification of Contract Award to be issued by the HACC and/or may be issued individual delivery task orders that may serve as a Notice-To-Proceed with specific start dates. The term of the contract is for one (1) year with four (4) one-year options.

Awards will not be made to a contractor or firm that is on the list of contractors ineligible to receive awards from the HACC or the United States, as furnished by HUD. **The work to be performed under this Contract shall be subject to and comply with all Special Conditions and HUD General Conditions for Non-Construction Contracts Without Maintenance – Form 5370-C-Section I.**

PART III - SPECIAL CONTRACT PROVISIONS

1. DOWNLOADABLE DOCUMENTS

The bidder is responsible for checking the HACC website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from HACC's website will not relieve the bidder from being bound by any additional terms and/or conditions in the clarification and/or addenda. HACC will not be responsible for bidder's failure to consider additional information contained therein in preparing the bid.

The bidder should contact the Contract Administrator shown on the solicitation Cover Page by phone or email or by faxing a copy of a business card (include e-mail address) to the attention of the Contract Administrator at (312) 542-4653 if there are any questions on how to register your company as a document holder for this bid solicitation.

Any harm to the bidder resulting from such failure to adhere to these requirements will not be valid grounds for a protest against award(s) made under this bid solicitation.

2. EXECUTION OF BID DOCUMENTS

If bidder is a corporation, the President and Secretary must execute the bid and the corporate seal must be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Director must be submitted.

If bidder is a sole proprietorship, the sole proprietor must execute the bid. A "Partnership", "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which located, as provided in 805 ILCS 405 (1992).

Bids must be submitted with original signatures in the space provided on the appropriate Bid Execution Page and wherever else original signatures are required. Bids not properly signed and notarized may be rejected.

3. LIABILITY

Contractor will assume entire liability for any and all damages or injury caused by or to Contractor's workmen while engaged in the execution of this Contract.

4. INDEMNIFICATION

Contractor must defend, indemnify, keep and hold harmless HACC, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

1. Injury, death or damage of or to any person or property;
2. Any infringement or violation of any property right (including any patent, trademark or copyright);
3. Failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any Subcontractor;

4. The Housing Authority of the County Cook's exercise of its rights and remedies under this Contract; and
5. Injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including Losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Contractor, its employees, agents and Subcontractors.

At HACC's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but HACC has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of HACC, if the settlement requires any action on the part of HACC.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). HACC, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend HACC are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

5. RESTRICTIONS

No member, officer, or employee of the HACC or former member, or employee of the HACC who ceased to be a member, officer or employee within one year shall voluntarily acquire any interest, direct or indirect, in any property included or planned to be included in any Authority project, or in this Contract or any subcontract relating to any project. If any such person voluntarily acquired any such interest or had acquired any such interest prior to appointment or employment as such member, officer, or employee, then such person shall immediately disclose any such interest in writing to the HACC. Upon any such disclosure a member, officer, or employee shall not participate in any action by the HACC relating to the property or Contract in which he/she may have any such interest.

6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, HUD's General Conditions (Article 39 of HUD-5370), the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulation for public Contracts may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations, and the contract may be cancelled or voided, in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contract) of minorities and women in the area(s) from which it may be reasonably recruit, and it will hire for each job classification for which employee are hired in such a way that minorities and women are not under-utilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, will state that applicants will be afforded equal opportunity without discrimination because of race, religion, sex, nation's origin or ancestry.
4. That it will send to each labour organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labour organization or representative of the contractor's obligations under the Illinois Fair Employment Act and the Commission's Rules and Regulations for Public Contracts. If any such labour organization or representative fails or refuses to cooperate with the contractors in its effort to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency, and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects, comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigating to ascertain compliance with the Illinois Fair Employment Practices Act and the Commissions Rules and Regulations for Public Contracts.
7. That it include verbatim or by reference the provisions of paragraph 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contract so that such provisions will be binding upon every such contractor; and that it will also include the provisions of paragraph 1, 5, 6, and 7 in every supply subcontract as defined in section 2.10(a) of the Commissions Rules and Regulations for Public Contract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further, it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commissions in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and thereof ineligible for contract or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations

As used in this certificate, the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplied and services. If this certificate is submitted as part of a bid, the term "Seller" shall deemed to refer to the Bidder, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all non-exempt contract/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies to HACC hereinafter referred to as the Buyer:

- A. **REPORTS:** Within 30 calendar days after Buyer's award to Seller of any contract/subcontract and prior to March 31 thereafter during the performance of work under said subcontract, the Seller and File Standard Form 100 entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such report.
- B. **PRIOR REPORTS:** Seller, if it has participated in previous contract or subcontract subject to the Equal Opportunity Clause (41 C.F.R. Sec. 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of executive order No. 11114, has filed all required compliance reports. Seller shall obtain similar representation indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NONSEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not require its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms, and wash rooms, restaurant and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employee which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award for subcontracts exceeding \$10,000.00, which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES.** A certification on Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000.00, which is not exempt from the provision of the Equal Opportunity Clause. (Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 100).
- D. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** Prior to 120 calendar days after receipt of any subcontract in the amount of \$50,000.00 or more from Buyer, if it has 50 or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his (her) establishments a written affirmative action compliance program as called for in 41 C.F.R. Part 60-1.40. Seller will also require its lower-tier subcontractors who have 50 or more employees and receives a subcontract of \$50,000.00 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish a written affirmative action compliance program in accordance with 41 C.F.R. Part 60-1.40.
- E. Seller certifies that it is not currently in receipt of any outstanding letter of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO regulations.

7. NOTICES

After contract award, all communications and notices to HACC herein provided for will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contract Administrator by name and address listed on the cover hereof, and to the Housing Authority of the

County of Cook, Department of Procurement Services, 175 W. Jackson Blvd., Suite 350, Chicago, Illinois 60604-3042.

All communications and notices to the contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the bidder by name and address listed on the bid.

8. CASH BILLING

Any cash billing discounts offered will not be considered in the evaluation of bids.

9. INVOICE/BILLING

All billing errors and payment concerns must be presented in writing within thirty days of the date of the invoice. All invoices must state the following:

1. Purchase Order Number/Contract Number
2. Date of Invoices
3. Invoice Number
4. Name of Development
5. Address of Development
6. Date of Services

Original invoices must be forwarded by the Contractor to the Housing Authority of Cook County, Attn: Finance, 175 West Jackson Blvd., Suite 350, Chicago, Illinois 60604 to apply against the Contract. Invoices can be sent direct to: Finance- Accounts Payable; via the post office, Federal Ex, UPS or email; Payables@thehacc.org. A copy of the invoice may be sent to the Property Manager(s) or other staff at the Contractors discretion. Invoices must be submitted within thirty (30) calendar days after completion and acceptance of the Services.

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

If a Contractor has more than one Contract with HACC, separate invoices must be prepared for each Contract in lieu of combining items from different Contracts under the same invoice. Invoice quantities, Work Services description, unit of measure and pricing information must correspond to the items quoted on the Bid Page.

Invoices for Work Services with price escalations will be rejected unless the Contract includes a provision for such an adjustment by Contract modification. Freight, handling and shipping costs must not be invoiced; Contract terms specify delivery as F.O.B. Housing Authority of the County of Cook. HACC is exempt from paying State of Illinois sales tax and federal excise taxes on purchases.

10. BILL OF LADING

The Bill of Lading **must** indicate the following:

1. Additionally charges (if any) for extra hours, men or trucks (i.e., unusually large amount of items to move, elevators-inoperable/walk down move).
2. Reason for cancelled moves (client not ready to move or the HACC cancelled move).

11. PAYMENT TERMS

The Contractor may submit a payment request for services rendered. HACC will use its best efforts to approve and tender payment in full on the requested amount within 30 days.

12. RESPONSIBILITY

The Housing Authority of the County of Cook will not be responsible for any products, materials or services furnished without a formal purchase order or Contract therefore.

13. PRICE ESCALATION

Price Escalation will be considered when the Contractor can show cause substantiating the need for an increase. The Contractor will be required to furnish a certified statement or affidavit which states that the increase represents the costs for labor or material and in no way represents an increase for profits or overhead. The Contractor must justify the request for an increase by submitting evidence which details the pricing changes, the effective date for the change and any other information requested by the Contract Administrator to verify the price change.

If approved, a properly executed contract modification must be signed by the Contractor and HACC to reflect the price change and the effective date for the change. Original bid prices are in effect until the modification has been fully executed and released to the Contractor unless the modification specifies an effective date for the agreed upon price change.

Any Services provided by the Contractor at the new price, without a properly executed contract modification signed by the Executive Director, is made at the Contractor's risk. Consequently, in the event that such modification is not executed by HACC, the Contractor hereby releases HACC from any liability whatsoever to pay for items delivered or services provided at the new price prior to the Contractor's receipt of the full signed modification.

The Contract Administrator reserves the right to seek competitive pricing information on said item(s) and/or services from other Contractors and to procure such item(s) in a manner which serves the best interest of HACC.

14. SUBCONTRACTOR ACCEPTANCE

The Contractor must submit at time of Bid, and for HACC's review and approval a list of the names of all Subcontractors it will use for principal parts of the work and the names of major material suppliers to be used and will not employ any that the Director may object to as incompetent or unfit.

The Contractor will not subcontract any portion of the services or work to be performed hereunder without the prior written consent of the Director. The subcontracting of the services or work or any portion thereof without the prior written consent of the Director will be null and void. The Contractor will not make any substitution of a Subcontractor without the written consent of the Director. The substitution of a Subcontractor without the prior written consent of the Director will be null and void. The Director's consent will not relieve the Contractor from any of its obligations under the Contract.

The Contractor will subcontract with only competent and responsible Subcontractors. If, in the judgment of the Director, 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 Director, discharge or otherwise remove such Subcontractor.

15. AUDITS

HACC may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that the Contractor or any of its Subcontractors has overcharged HACC in the audited period, HACC will notify Contractor. Contractor must then promptly reimburse HACC for any amounts HACC has paid Contractor due to the overcharges and also some or all of the costs of the audit, as follows:

A. If the audit has revealed overcharges to HACC representing less than 5% of the total value, based on the Contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse HACC for 50% of the cost of the audit and 50% of the cost of each subsequent audit that HACC conducts;

B. If, however, the audit has revealed overcharges to HACC representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse HACC for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse HACC in accordance with A or B above is an event of default under this Contract, and Contractor will be liable for all of HACC's costs of collection, including any court costs and attorney's fees.

16. SEVERABILITY

If any provision of this Contract is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case or in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Contract or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any case or circumstances, or of rendering any other provision or provisions in this Contract invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Contract or any part of it.

17. FORCE MAJEURE EVENT

Notwithstanding anything to the contrary in this Contract, neither HACC nor the Contractor will be liable to the other party for performance of their respective obligations under this Contract if such performance is prevented by the occurrence of a Force Majeure Event. However, if the Contractor is unable to provide the goods and/or services as required by this Contract due to the occurrence of a Force Majeure Event, and the Contractor is not able to restore full provision of the goods and/or services within seven calendar days, then HACC may elect to terminate this Contract in accordance with this Contract. In addition, if the Contractor is prevented from providing any portion of the Services due to a Force Majeure Event, then, if so directed by HACC, the Contractor will cause its personnel to appear before the Director or any other interested group or body, as directed by HACC, and such personnel will summarize both the Force Majeure Event and the efforts being made by the Contractor to resume the Services required by this Contract.

18. PUBLIC CONVENIENCE

All work performed under this Contract will be so conducted as to cause a minimum of dust, noise and inconvenience to the normal activities of the facility where the work is performed. The Contractor is responsible for conducting all work in such a manner as to minimize debris left in the public way and shall provide clean-up as required by the Director. Whenever the Director determines any type of

operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

The Director may at any time require additional provisions if such are deemed necessary for public safety or convenience.

19. DEEMED INCLUSION

Provisions required by law, ordinances, rules, regulations, or executive orders; including but not limited to the referenced required Housing and Urban Development documents: HUD-5369-B Instruction to Offerors Non-Construction, HUD-5369-C Certifications and Representations of Offerors Non-Construction Contracts, HUD 5370-C-Section I- General Conditions for Non-Construction Contracts Without Maintenance, W-9 Request for Taxpayer Identification Number and Certification, Prevailing Wage Rate, to be inserted in the Contract are deemed inserted in the Contract 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.

20. NON-APPROPRIATION

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of HACC for payments to be made under this Contract, then HACC will notify the Contractor of that occurrence and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by HACC to fund payments under this Contract.

21. ADDITIONAL INSURANCE REQUIREMENTS

The following are the insurance requirements of the Housing Authority of the County of Cook ("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:

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 two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Housing Authority of Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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. The 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 the County of Cook, Department of Procurement Services, 175 W. Jackson Boulevard, Suite 350, Chicago, Illinois 60604, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by HACC that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of HACC to obtain certificates or other 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.

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

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

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

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

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

22. HOURS OF SERVICE

The hours of service shall be from 8:30 a.m. until 4:30 p.m., Monday thru Friday.

23. CLEAN UP

The Contractor must, during the progress of the work, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site and adjacent premises in a clean condition satisfactory to HACC. Upon completion of work, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

24. SUBSTITUTION – STANDARDS

If Contractor, with or without HACC's approval uses materials or varying features other than those specified, Contractor shall assume full responsibility for any changes to the structural, mechanical and/or electrical work, or any equipment, caused by such change. In addition, the Contractor shall be responsible for charges and drafting costs for the redesigning and re-detailing requirements. The Contractor shall reimburse HACC for its loss if such expenses are incurred.

Reference in Specification to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality, shall not be construed as limiting competition; and Contractor, in such cases, may at his option, use any article device, product, material fixture, form or type construction which in judgment of HACC expressed in writing as equal to that specified.

If a substitution of an items, device, or article specified, which is in a lesser amount than original, a credit shall be given to HACC. In no case shall an extra be paid to Contractor for substitution.

25. ENVIRONMENTALLY PREFERABLE PURCHASING PROGRAM

The Code of Federal Regulation 40 CFR Part 247 requires the Housing Authority of the County of Cook to use environmentally preferable purchasing criteria when making purchases for products and services. Environmentally preferable purchasing refers to the procurement of products and services that have the least adverse effect on human health and the environment when compared with competing products or services that serve the same purpose. Products identified as having the least adverse effect on human health and the environment are referred to as environmentally preferable products (EPP). In determining the effect of a product on human health and the environment, consideration may be given to raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product. EPPs minimize the consumption of natural resources; reduce the creation of solid waste, air pollution, or water pollution; minimize the use of materials or processes which compromise the environment; contribute to the goal of mitigating climate change; and/or promote the use of non-toxic substances and avoid toxic materials or processes.

Fourteen basic categories are used to provide guidance as to what constitutes an EPP. These categories include:

- Alternative Energy Source
- Bio-Based
- Biodegradable
- Compostable
- High Recycled Content
- Low Toxicity
- Low Volatile Organic Compound (VOC)
- Pollution (air, water, solid waste) Reduction
- Recyclable
- Repairable
- Resource Efficient (water conserving and/or energy efficient)

- Reusable
- Least Adverse Effect on Climate Change
- Sustainable Agriculture Practice

Furthermore, HACC is required to purchase recycled content products rather than non-recycled products whenever price, quality, and availability are comparable. In addition, HACC will utilize the U.S. Environmental Protection Agency's (EPA) guidelines for minimum recycled content product standards as a means to meet product preferences consistent with the Code of Federal Regulation 40 CFR 247. Guidelines can be obtained at www.epa.gov/epaoswer/non-hw/procure/index.htm.

26. PREVAILING WAGE RATE

Work under service contracts must be paid not less than the monetary wages, and must be furnished the fringe benefits, which the Secretary of Labor has determined to be prevailing in the locality for the classification in which the employee is working or the wage rates and fringe benefits (including any accrued or prospective wage rates and fringe benefits) contained in predecessor contractor's collective bargaining agreement. The wage rates and fringe benefits required are usually specified in the contract but in no case may employees doing work necessary for the performance of the contract be paid less than the minimum wage established in section 6(a)(1) of the Fair Labor Standards Act. (Reference is to the U.S. Department of Labor, Service Contract Act.)

PART IV – TECHNICAL SPECIFICATION

1.0 HA'S RESERVATION OF RIGHTS:

- 1.1** The HA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the HA to be in its best interests.
- 1.2** The HA reserves the right not to award a contract pursuant to this IFB.
- 1.3** The HA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- 1.4** The HA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5** The HA reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the HA Contracting Officer (CO).
- 1.6** The HA reserves the right to negotiate the fees proposed by the bidder entity.
- 1.7** The HA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.8** The HA shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9** The HA shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the nahro.economicengine.com Internet System (hereinafter, the "noted Internet System" or the "System") (hereinafter, the "noted Internet System" or the "System") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HA, but not the prospective bidder, of any responsibility pertaining to such issue.

- 2.0** The HA is seeking bids from qualified, licensed and bonded entities to provide the following detailed landscaping services at the housing sites listed herein:

2.1 Spring and Fall Clean-Up.

- 2.1.1** Includes trash-pick up, leaves, branches, and other debris from under trees, bushes, shrubs, and grass areas throughout the development.
- 2.1.2** As directed by the HA, to occur once in April and once in October.

2.2 On-going Mowing and Trimming Services.

- 2.2.1** All turf areas shall be mowed bi-weekly during the growing season from April through October. Mowing height will typically be 3 to 3½ inches. The HA reserves the right to choose which specific days and times services are provided at each site (and will establish such during negotiations with the successful bidder).
- 2.2.2** All turf areas to be mowed will be policed for loose trash and debris prior to mowing.
- 2.2.3** All grass clippings will be either removed (vacuumed) or blown back onto turf from sidewalks, parking lots, trash enclosures, porches or other non-grass areas of the housing site, either that results in a neat appearance.
- 2.2.4** Any damage to electrical or sprinkler pipes and any other property (HA- or tenant-owned) from mowing, or other services performed by the contractor, will be the contractor's sole responsibility to repair in a timely manner (NOTE: Damaged sprinkler systems, including sprinkler heads, will be repaired prior to the contractor leaving the site the day of the service).
- 2.2.5** All turf areas inaccessible to mowing equipment will be trimmed prior to mowing as needed to maintain a neat, well-groomed appearance.
- 2.2.6** Pruning and/or Trimming Trees, bushes and Shrubs, vine removal: Pruning/trimming of trees, bushes and shrubs (not to exceed 6' in height) on property and disposal of ensuing materials. Items over 6' will be done through the task order process.

2.3 Fertilizing and Weed Control.

- 2.3.1** Weed control will be performed weekly by hand and by pre- and post-emergent treatments.
- 2.3.2** Fertilizing of turf areas will be performed 3 times per growing season using a fertilizer suitable for the turf type on the housing sites. On average, 4 to 5 lbs of actual nitrogen per 1000 square feet shall be applied per season.
- 2.3.3** Fertilizers, when applied to turf, will be removed from sidewalks and parking areas to prevent staining.
- 2.3.4** Contractor shall comply with all local, State of Illinois, and applicable federal laws regarding application of any herbicide, pesticide or other agent to turf.

2.4 Aeration

- 2.4.1** Aeration of turf shall occur twice per year--once in the spring and at another time as specified by owner.

2.5 Contractor's responsibilities.

- 2.5.1 Equipment, Supplies; Materials:** As a part of the proposed fees, the contractor shall supply any and all such items needed to provide the services detailed herein; meaning, the HA shall not pay any additional fees for such.

- 2.5.2 Safety:** The contractor shall, at all times, ensure that all work provided by the contractor complies with all local, State and Federal rules pertaining to work place safety; meaning, the contractor shall, at all times, conduct business in such a manner as to protect its workers, HA residents, HA staff, and the public. Further, the contractor shall have full and sole responsibility to correct any such condition found unsafe by any authorized entity (including the HA), and, if such unsafe conditions result to any group named within this section, shall have full and sole responsibility to compensate such persons if so ordered by an authorized agency or a court having jurisdiction.
- 2.5.3 Ensuing Debris:** The contractor shall, as detailed herein, remove all ensuing debris from the HA property daily.
- 2.6 Additional Potential Labor that may be required (Lot #4).** At some point during the contract period the HA may require the contractor to provide the following services. The HA will dictate the days and times of such services, if retained. The contractor will provide the services at the Additional Labor Rates detailed within the contractor's bid.
- 2.6.1 Pruning and/or Trimming Trees, Bushes and Shrubs, vine removal:** Pruning/trimming of trees or shrubs (in excess of 6' in height) on property and disposal of ensuing materials.
- 2.6.2 Irrigation Maintenance:** Service for maintenance or damaged irrigation systems not damaged by the contractor.
- 2.6.3 Planting of Annual Flowers:** Service for beautification of sites on as requested basis.
- 2.6.4 Task Order Basis:** The HA will only order such additional services by use of a fully completed Task Order form.
- 3.1 Proposed Fees:** The proposed fees shall be be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; travel; long distance telephone calls; document copying; etc. You must enter a proposed fee for the majority of Pricing Items (a "No Bid" is not allowed for any item).

[Table No. 1]

IFB Section	Lot No.	Item No.	Qty	U/M	Description (Site: Addresses)
3.2.1					Spring and Fall Clean-up
3.2.1.1	1	1	2	Each	<u>Daniel Bergan Homes (3 BLDGS):</u> 16th and Arnold Street Chicago Heights, Illinois 60411
3.2.1.2	1	2	2	Each	<u>John Mackler Homes (9 BLDGS):</u> 11th and 5th Avenue Chicago Heights, Illinois 60411
3.2.1.3	1	3	2	Each	<u>Sunrise Apartments (21 BLDGS):</u> 1301 Mason Court Chicago Heights, Illinois 60411

3.2.1.4	1	4	2	Each	<u>Vera Yates Apartments (36 BLDGS):</u> 11 th & Berkeley Ford Heights, Illinois 60411
3.2.1.5	1	5	2	Each	<u>Richard Flowers Homes (25 BLDGS):</u> 13900 Grace Street Robbins, Illinois 60472
3.2.1.6	1	6	2	Each	<u>Evanston Scattered Site I (7, 2-story Homes):</u> 2300 Noyes Court Evanston, Illinois 60201
3.2.1.7	1	7	2	Each	<u>Evanston Scattered Site II (16, 2-story Homes):</u> 1900 Sherman Avenue Evanston, Illinois 60201
3.2.1.8	1	8	2	Each	<u>Wheeling Scattered Sites(4, 3-story Homes):</u> 200 N. Milwaukee Wheeling, Illinois 60090
3.2.2					On-going Bi-Weekly Mowing, Pruning and Trimming Services
3.2.2.1	2	9	16	Weeks	Daniel Bergan Homes
3.2.2.2	2	10	16	Weeks	John Mackler Homes
3.2.2.3	2	11	16	Weeks	Sunrise Apartments
3.2.2.4	2	12	16	Weeks	Vera Yates Apartments
3.2.2.5	2	13	16	Weeks	Richard Flowers Homes
3.2.2.6	2	14	16	Weeks	Evanston Scattered Site I
3.2.2.7	2	15	16	Weeks	Evanston Scattered Site II
3.2.2.8	2	16	16	Weeks	Wheeling Scattered Sites
3.2.3					Aeration
3.2.3.1	3	17	2	Each	Daniel Bergan Homes
3.2.3.2	3	18	2	Each	John Mackler Homes
3.2.3.3	3	19	2	Each	Sunrise Apartments
3.2.3.4	3	20	2	Each	Vera Yates Apartments
3.2.3.5	3	21	2	Each	Richard Flowers Homes
3.2.3.6	3	22	2	Each	Evanston Scattered Site I
3.2.3.7	3	23	2	Each	Evanston Scattered Site II
3.2.3.8	3	24	2	Each	Wheeling Scattered Sites
3.2.4					Additional Potential Labor
3.2.4.1	4	25	25	Hours	Supervisor.
3.2.4.2	4	26	50	Hours	Technician (Trimmer/Repairman).
3.2.4.3	4	27	150	Hours	Laborer.
3.2.4.4	4	28	1,000	Dollars	Additional materials that may be needed to support any procurement placed for Pricing Items 25-28.

3.2 Additional Information Pertaining to the Pricing Items:

- 3.2.1 **Quantities:** All quantities entered by the HA herein and within the corresponding Pricing Items on the noted Internet System are for calculating purposes only. As may be further detailed herein, the HA does not guarantee

any minimum or maximum amount of work as a result of any award ensuing from this IFB, as the ensuing contract will be a Requirements Contract, in that the HA shall retain one contractor per development and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services the HA requires.

3.3.2 Pertaining to the Additional Potential Labor, (Pricing Items No. 25-28): These Pricing Items are for work that the HA may require that is not already specifically identified within Pricing Items No.'s 1-24 and 25-28.

3.3.2.1 Supervisor: The contractor's assigned skilled staff person who has responsibility to supervise the work at the HA site. This person may, while supervising, also perform work typically assigned to the Technician or the Laborer. It is understood that a Supervisor position will be paid by the HA only if there are 3 or more persons working on the site at the same time; if there is less than 3 persons working at the site at the same time, then the HA will only pay for such staff at the level they are actually working (i.e. Technician and/or Laborer).

3.3.2.2 Technician (Trimmer/Repairman): The contractor's assigned skilled staff person who typically performs the required bush trimming or sprinkler repair work.

3.3.2.3 Laborer: The contractor's assigned staff person who typically performs the unskilled labor services to assist the other described staff.

3.3.2.4 Assumption: It shall be the HA's assumption that the successful bidder has based his/her proposed pricing for Pricing Items No. 1-24 upon the proposed hourly rates submitted by the bidder for Pricing Items No. 25-28 (and by submitting a bid in response to this IFB, the successful bidder automatically agrees that such is accurate). Accordingly, the HA may use such assumption, if necessary, to do any lump-sum bid breakdown calculations during the term of the ensuing contract.

3.3.3 Additional Supplies/Materials (Pricing Item No. 28): Each bidder shall enter this item where provided as a percentage over cost. Please note that this fee bid shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site, meaning, all costs shall be F.O.B. the HA site.

3.3.4 Price Escalation: At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar (a) State of Illinois Prevailing Wage Rates, (b) Davis-Bacon Wage Rates, or (c) HUD Maintenance Wage Rate Determination (MWRD) for the HA (either used at the HA's discretion). For example, if, at the end of the first contract period the listed Prevailing/Davis-Bacon/MWRD wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will be entitled to a 5% increase in the labor rates that he/she submitted in response to this IFB. Similarly, for ensuing years, the end-date

of the previous contract period shall be the base-line date to determine the previous listed wage rate.

3.3.4.1 Notification Must Be Received From the Contractor: The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period.

3.3.4 Overtime: Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The HA shall consider regular-time to be Monday-Friday (excluding holidays), 8:00am – 5:00pm. Accordingly, the HA will pay a rate of 1.5 of the listed hourly rates (or any increased rate that increased per Section 3.3.4 herein) for any work the HA requires the successful bidder to work specifically during non-regular-time hours (however, the HA shall NOT be responsible to pay the successful bidder for any work that the successful bidder CHOOSES to work during non-regular-time hours).

3.4 Bid Submission: All bids must be submitted and time-stamped received in the designated HA office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked “ORIGINAL”) of the bid submittal shall be placed unfolded in a sealed package and addressed to:

Housing Authority of Cook County
Attention: Laverne Parr
Contract Administrator
175 West Jackson Blvd, Suite 350
Chicago, Illinois 60604

The package exterior must clearly denote the above noted IFB number and must have the bidder’s name and return address. Bids received after the published deadline will not be considered.

3.4.1 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HA by the bidder, such may invalidate that bid. If, after accepting such a bid, the HA decides that any such entry has not changed the intent of the bid that the HA intended to receive, the HA may accept the bid and the bid shall be considered by the HA as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System, registering and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the HA delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

3.4.2 Submission Responsibilities: It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and

specifications set forth within all applicable documents issued by the HA, including the IFB document, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the HA requirements contained within the documents may cause that bidder to not be considered for award.

- 3.5 Bidder's Responsibilities—Contact With the HA:** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Bidders must not make inquiry or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the HA to not consider a bid submittal received from any bidder who may has not abided by this directive.

3.5.1 Addendums: All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the HA and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.

4.0 CONTRACT AWARD:

4.1 Lowest Responsive and Responsible Bidder: Award of a IFB will be made to the lowest responsive and responsible bidder(s) that submits the lowest cost; in this case, the lowest calculated costs.

4.2 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the HACC pursuant to this IFB:

4.2.1 Assignment of Personnel: The HACC shall retain the right to demand and receive a change in personnel assigned to the work if the HACC believes that such change is in the best interest of the HACC and the completion of the contracted work.

4.2.2 Unauthorized Sub-Contracting Prohibited: The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the HACC. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the HACC, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the CO.

4.3 Contract Period: The HACC anticipates that it will initially award contract(s) for the period of 1 year with the option, at the HACC's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.

4.4 Licensing and Insurance Requirements: Prior to award (but not as a part of the bid submission) the successful bidder will be required to provide:

4.4.1 An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount;

An original certificate evidencing General Liability coverage, naming the HACC as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HACC as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;

An original certificate showing the bidder's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a deductible of not greater than \$1,000;

An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.

A copy of the bidder's business license allowing that entity to provide such services within the appropriate jurisdiction;

If applicable, a copy of the bidder's license issued by the State of Illinois licensing authority allowing the bidder to provide the services detailed herein.

The requested related information shall also be entered where provided for on the Profile of Firm Form, HACC will garner the necessary certificates from the successful bidder prior to contract execution.

Contract Service Standards: All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

PART V – FORM OF BID

INTERESTED BIDDERS ARE TO EXECUTE AND SUBMIT ONE COMPLETE ORIGINAL BID PACKAGE

All pages contained in the Invitation for Bids are considered original Contract documents and must be submitted as part of the complete bid package. This IFB includes documents that must be prepared, completed and/or executed by the bidder and submitted as part of its bid package.

Bidder must fully complete, sign, notarize and submit as part of its bid all documents incorporated herewith. Incomplete bids are subject to rejection. When preparing your bid package, please refer to HUD-5370-C-Section I- General Conditions for Non-Construction Contracts without Maintenance.

A. CHECKLIST

All documents contained in this IFB must be returned as part of the Bidder's Bid Package. The following is a checklist of all required documents that each Bidder must complete, prepare, sign, and/or be notarized and MUST be included in each bid package. The checklist is provided to assist in completing a responsive bid. Please review this checklist and submit with your bid all documents that are checked as a "Required Submittal". Documents that are checked "Signature Required" must be properly executed. Documents that are checked "Notary Required" must be notarized. Failure to include any of these documents may result in rejection of the bid.

Document	Required Submittal	Signature Required	Notary Required
All documents contained in the IFB	X		
Statement of Bidders Qualifications	X		
References	X		
Bid Form	X		
Bid to be Executed by Corporation (as applicable)	X	X	X
Bid to be Executed by a Partnership (as applicable)	X	X	X
Bid to be Executed by a Sole Proprietor (as applicable)	X	X	X
Certification of Contractor Regarding Debarment, Suspension and Other Responsibility Matters	X	X	
Certification Regarding Lobbying	X	X	
Disclosure of Lobbying Activities	X	X	
Conflicts of Interest	X	X	
Non-Collusion Affidavit	X	X	X
Section 3 – Economic Opportunities for Recipients of HUD Assistance – Check Appropriate Box on Form	X		
Special MBE/WBE Participation Summary Form	X		
MBE/WBE Subcontractor Affidavit	X	X	
Summary of MBE/WBE Subcontractor Participation Form	X	X	X
Nature of Disclosing Party Form	X		
HUD 5369-B Instructions to Offerors Non-Construction	X		
HUD 5369-C Certifications and Representations of Offerors Non-Construction – Make sure all appropriate boxes are checked	X	X	
HUD 5370-C Section 1- General Conditions for Non-Construction Contracts	X		
W-9 Request for Taxpayer Identification Number & Certification	X	X	
Certificate of Insurance	X		

B. STATEMENT OF BIDDERS QUALIFICATIONS:

The Contractor MUST submit with their bid package a Statement of Qualifications addressing the items enumerated below.

If your firm has received a 'Notice of Qualification' from HACC's Department of Procurement Services within 6 months of date of bid execution, you are excluded from submitting a Statement of Bidders Qualification and References. You must submit a copy of the Notice of Qualification issued by this Authority in its place. Failure to submit a Statement of Qualifications, References, or copy of your Notice of Qualification may be cause for bid rejection.

- 1. *Description of the Firm's Capacity*** – Describe why Contractor feels its organization is qualified to provide the requested services; include staff resources, office facilities, equipment, etc.
- 2. *Description of the Firm's Financial Capacity*** – Provide an audited financial statement, including bidder's latest balance sheet and income showing the following items:
 - i.** Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
 - ii.** Net Fixed Assets;
 - iii.** Other Assets;
 - iv.** Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
 - v.** Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares per values, earned surplus and retained earnings).

Provide name and address of firm preparing the attached 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).

- 3. *Description of Previous-Related Experience*** – Provide a detailed project listing describing similar services you have performed in the past.

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C. REFERENCES

List (or include separately) a minimum of 4 projects in which the Contractor has performed similar services. All information outlined below must be provided to allow reference checks to be performed. The identified party must be one who has first-hand knowledge regarding the operation of the contracted project and who was involved in managing the contract between the Contractor and the contracting entity.

Please complete the following information:

1.	NAME OF FIRM:		
	ADDRESS:		
	CITY/STATE/ZIP:		
	CONTACT PERSON:		
	TITLE:		
	PHONE:		
	EMAIL ADDRESS:		
	DESCRIPTION OF WORK:		
	YEAR:		DOLLAR AMOUNT: \$
2.	NAME OF FIRM:		
	ADDRESS:		
	CITY/STATE/ZIP:		
	CONTACT PERSON:		
	TITLE:		
	PHONE:		
	EMAIL ADDRESS:		
	DESCRIPTION OF WORK:		
	YEAR:		DOLLAR AMOUNT: \$
3.	NAME OF FIRM:		
	ADDRESS:		
	CITY/STATE/ZIP:		
	CONTACT PERSON:		
	TITLE:		
	PHONE:		
	EMAIL ADDRESS:		
	DESCRIPTION OF WORK:		
	YEAR:		DOLLAR AMOUNT: \$
4.	NAME OF FIRM:		
	ADDRESS:		
	CITY/STATE/ZIP:		
	CONTACT PERSON:		
	TITLE:		
	PHONE:		
	EMAIL ADDRESS:		
	DESCRIPTION OF WORK:		
	YEAR:		DOLLAR AMOUNT: \$

IFB No. 2018-100-008
Landscape Services for HACC Scattered Sites
HACC Asset Managers

<u>Dev. No.</u>	<u>Property Name</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Asset Manager</u>	<u>E-Mail Address</u>	<u>Telephone No.</u>	<u>Alternate Contact</u>	<u>Telephone No.</u>
25-01	Daniel P Bergen Homes	16th & Arnold Street	Chicago Heights, IL	60411	Cherilynn Jackson	cjackson@thehacc.org	708-757-7670	Andrew Howard	708-932-5511
25-02	John Mackler Homes	11th & 5th Avenue	Chicago Heights, IL	60411	Cherilynn Jackson	cjackson@thehacc.org	708-757-7670	Andrew Howard	708-932-5511
25-04	Richard Flowers Homes	13900 Grace Street	Robbins, IL	60472	Cassandra Moore	cmoore@thehacc.org	708-388-3892	Edgar Lavigne	708-935-4471
25-05	Sunrise Apartments	1314 Wentworth Avenue	Chicago Heights, IL	60411	Cherilynn Jackson	cjackson@thehacc.org	708-757-7670	Andrew Howard	708-932-5511
25-07	Vera L. Yates Homes	11th & Berkeley	Ford Heights, IL	60411	Kelly Vance	kvance@thehacc.org	708-758-4024	Jamar McKay	708-259-6704
25-29	Evanston Scattered Sites	2300 Noyes Court	Evanston, IL	60201	John LeFlore	jlefore@thehacc.org	847-328-7190	Remi Raczkowski	847-833-5127
25-98	Evanston Scattered Sites	1900 Sherman Avenue	Evanston, IL	60201	Liliya Tkacheva	ltkacheva@thehacc.org	847-869-0870	Vladimir Kumanek	773-510-9262
25-99	Wheeling Scattered Sites		Wheeling, IL	60090	Daniel Rosado	drosado@thehacc.org	847-520-4384		
	North Region Manager	Darrick Shafer	224-307-2109		dshafer@thehacc.org				
	South Region Manager	Lekisha Bannister	708-646-3198		lbannister@thehacc.org				

ATTACHMENT 1

SUMMARY OF HACC PROPERTIES

HACC PROPERTY	ADDRESS	REGION	TYPE	# OF UNITS	# OF BLDGS	FREQUENCY OF ROUTINE MAINTENANCE	Comments
IL25-1 DANIEL BERGEN HOMES	16th & Arnold, Chicago Heights, IL	South	Family	15	3	Bi-Weekly	For Site Visit, you must go to the Chicago Heights Office located at 1314 Wentworth Avenue, in Chicago Heights, Illinois.
IL25-2 JOHN MACKLER HOMES	11th & 5th Ave, Chicago Heights, IL	South	Family	37	9	Bi-Weekly	For Site Visit, you must go to the Chicago Heights Office located at 1314 Wentworth Avenue, in Chicago Heights, Illinois.
IL25-4 RICHARD FLOWERS HOMES	13900 Grace St, Robbins, IL	South	Family	100	25	Bi-Weekly	For Site Visit, you must go to the Robbins Office, located at 3210 W. 139th Street, in Robbins, Illinois. Property contains recreational areas which must be included in service.
IL25-5 SUNRISE APARTMENTS	1301 Mason Court, Chicago Heights, IL	South	Family	120	21	Bi-Weekly	For Site Visit, you must go to the Chicago Heights Office located at 1314 Wentworth Avenue, in Chicago Heights, Illinois. Property contains recreational areas and vacant lots which must be included in service.
IL25-7 VERA YATES APARTMENTS	1005 Lexington, Ford Heights, IL	South	Family	116	36	Bi-Weekly	For Site Visit, you must go to the Ford Heights Office located at 1055 Berkeley, in Ford Heights, Illinois. Property contains recreational areas which must be included in service.
IL25-29 SCATTERED SITES	See D. Bid Form Scattered Site Addresses	North	Family/Scattered	19	7	Bi-Weekly	For Site Visit, you must go to the Evanston Office located at 2300 Noyes Court, in Evanston, Illinois.
IL25-98 SCATTERED SITES	See D. Bid Form Scattered Site Addresses	North	Family/Scattered	26	16	Bi-Weekly	For Site Visit, you must go to the Evanston Office located at 1900 Sherman Avenue, in Evanston, Illinois.
IL25-99 SCATTERED SITES	See D. Bid Form Scattered Site Addresses	North	Family/Scattered	13	4	Bi-Weekly	For Site Visit, you must go to the Wheeling Office located at 200 N. Milwaukee, in Wheeling, Illinois.

Note: Richard Flowers Homes, Sunrise and VeraYates Apts have adjacent recreational areas and vacant lots which must be included in the service.

SCATTERED SITE ADDRESSES

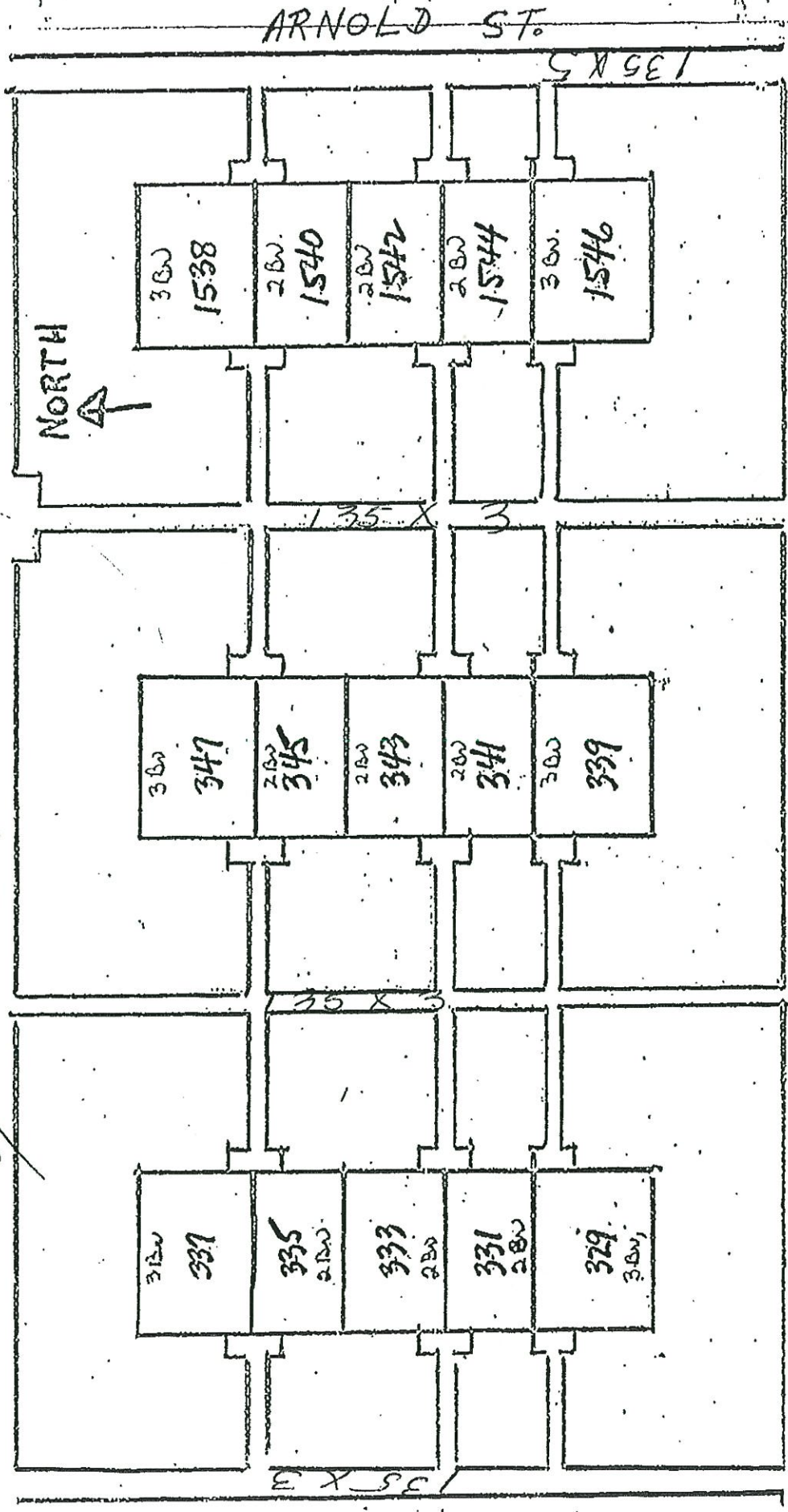
HACC Scattered Sites Addresses	City/State
IL25-29	
1823 Simpson	Evanston, IL
1825 Simpson	Evanston, IL
1827 Simpson	Evanston, IL
1421 & 1423 Foster	Evanston, IL
1512 & 1514 Fowler	Evanston, IL
2201 Crain	Evanston, IL
2205 Crain	Evanston, IL
2209 Crain	Evanston, IL
2213 Crain	Evanston, IL
1119 Dewey	Evanston, IL
1121 Dewey	Evanston, IL
1818 & 1820 Main	Evanston, IL
703 Oakton	Evanston, IL
705 Oakton	Evanston, IL
707 Oakton	Evanston, IL
709 Oakton	Evanston, IL
IL25-98	
508 South Boulevard	Evanston, IL
510 South Boulevard	Evanston, IL
512 South Boulevard	Evanston, IL
514 South Boulevard	Evanston, IL
1941-43 McDaniel Street	Evanston, IL
2509-13 McCormick Street	Evanston, IL
1818 Oakton A	Evanston, IL
1818 Oakton B	Evanston, IL
1818 Oakton C	Evanston, IL
1332 Monroe B	Evanston, IL
1332 Monroe A	Evanston, IL
1725 A Emerson	Evanston, IL
1725 B Emerson	Evanston, IL
2401 Church	Evanston, IL
2403 Church	Evanston, IL
1900 Grant	Evanston, IL
1904 Grant	Evanston, IL
2111 Crawford	Evanston, IL
2008 A Pratt Ct	Evanston, IL
2008 B Pratt Ct	Evanston, IL
2010-A Sherman	Evanston, IL
2010-B Sherman	Evanston, IL
2010-C Sherman	Evanston, IL
2010-D Sherman	Evanston, IL
HACC Scattered Sites Addresses	City/State
IL25-99	
303 - 305 Fifth Street	Wheeling, IL
301 9th Street (6 units)	Wheeling, IL
1471-1473-1475-1477 Hintz Road	Wheeling, IL
450 Stone Place	Wheeling, IL

ILL. 25-1 (15 D.O.)
CHICAGO HEIGHTS, IL

25-1 (1520)
C.H.

ALLEY

3115



245' x 5

16th St.

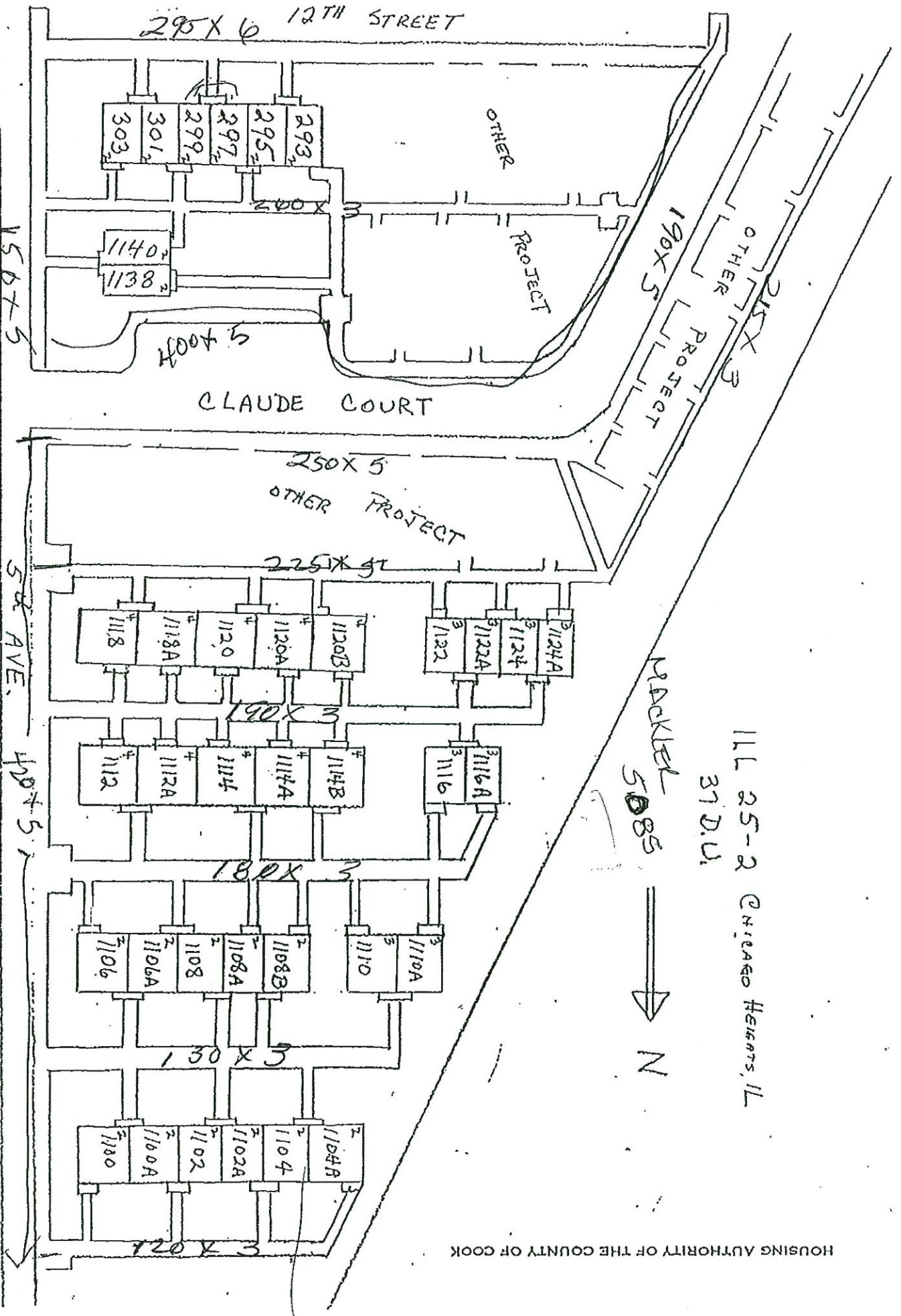
1215
615
225

405
1225

Project No.		Project Name	Loc.	Unit No.	E.I. O.P.	Total Units	Fam.	Eld. Bldgs.	No. of Stories	1	2	3	4	5
Ill.	25-1	Daniel P. Bergen Homes	CH	1-15	3/53	15	15	3	2	0	1	2	9	6

ILL 25-2 CHICAGO HEIGHTS, IL
37 D.U.

MACKEY 5085 → N



Project No.	Project Name	Loc.	Unit No.	E.I. Total	Fam.	Eld. Bldgs.	No. of Stories	0	1	2	3	4	5
Ill.				O.P. Units									

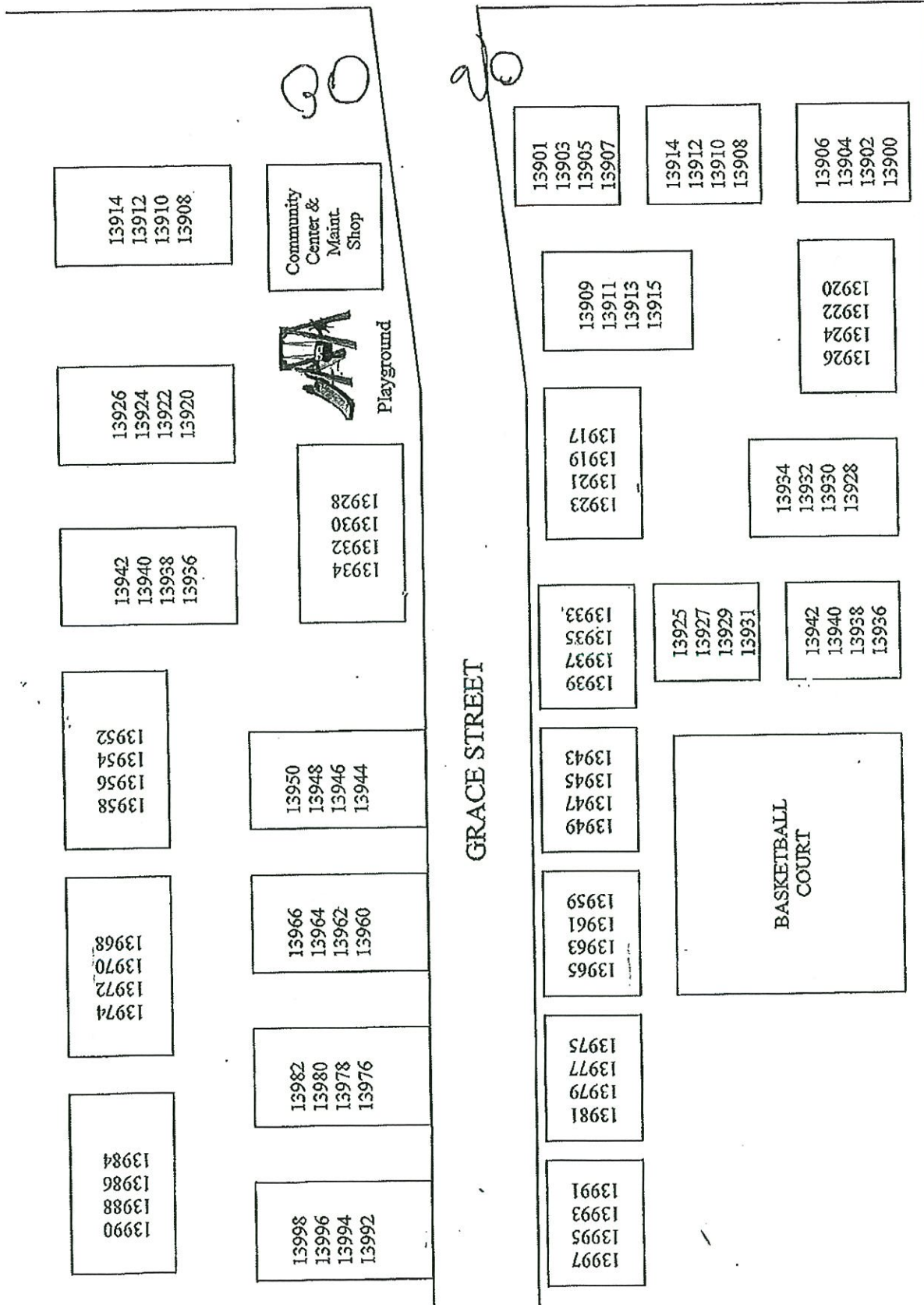
25-2 John Mackler Homes

CH 16-52 6/54 37 37 9 2 19 8 10

Ford Heights, IL



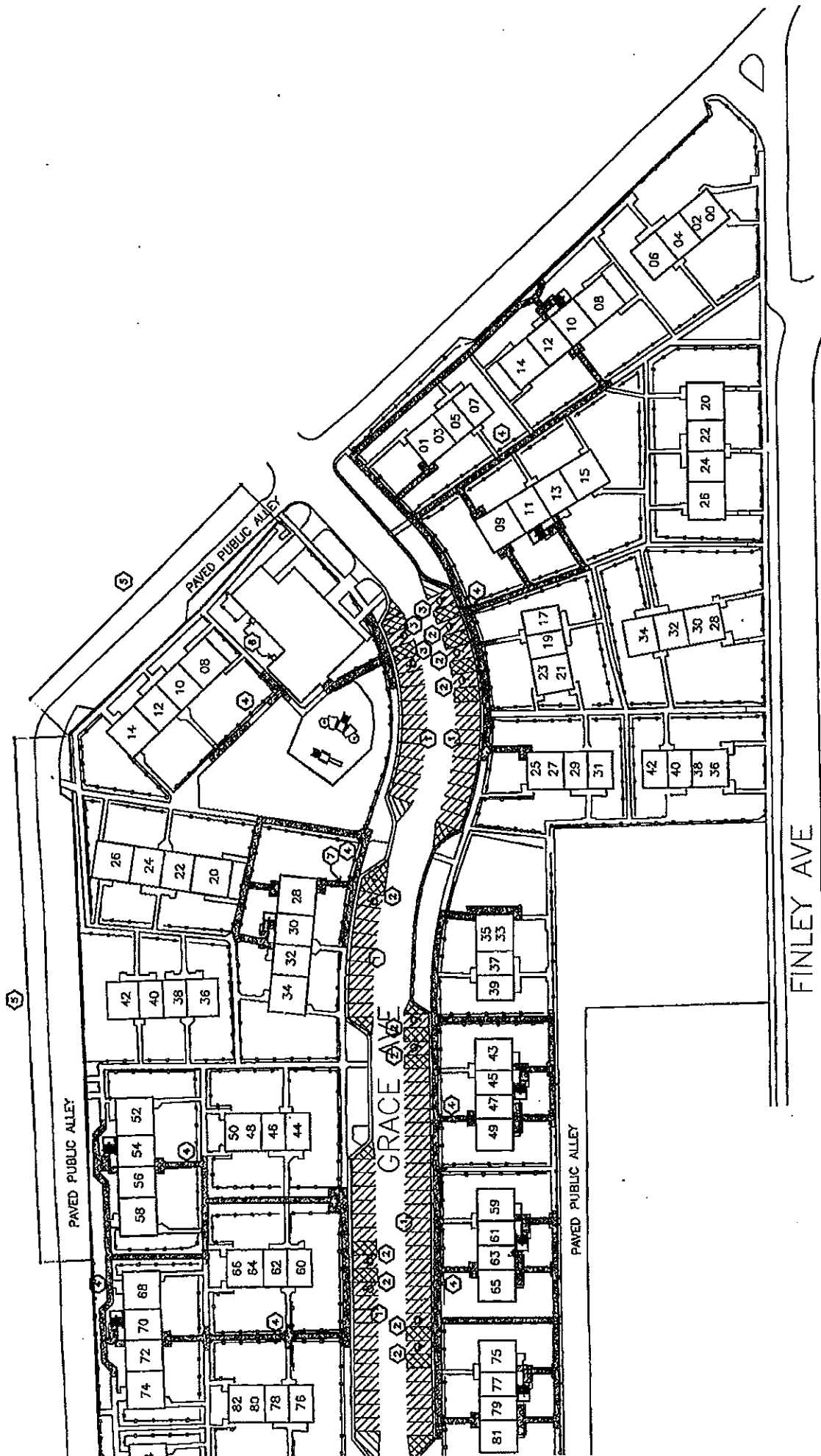
Richard Flowers Homes Site Map



139th STREET

GRACE STREET

FINLEY STREET



KEYNOTES: SITE PLAN

THE NOTES BELOW APPLY TO DRAWING 01-2

- 1 REFER TO C&G DRAWINGS FOR PARKING LOT RESURFACING AND RE-SIGNALING.
- 2 PROVIDE TO NEW HANDICAP ACCESSIBLE PARKING SPACES WITH MIN. 8' ACCESS ADJACENT, UNPAVED, SIGN OF ACCESSIBILITY ON PAVEMENT, AND STORAGE WITH POSTS. SEE C&G.
- 3 PROVIDE 3 NEW HANDICAP VAN ACCESSIBLE PARKING SPACES WITH MIN. 8' ADJACENT, UNPAVED, SIGN OF ACCESSIBILITY ON PAVEMENT, AND STORAGE WITH POSTS. SEE C&G.
- 4 REFER TO C&G DRAWINGS FOR CONCRETE WALL.

SEE C&G FOR LOCATION AND DIRECTION.
NOTES: SEE C&G FOR LOCATION AND DIRECTION.

D. BID FORM

SPECIFICATION NUMBER: 2018-100-0008

PROJECT DESCRIPTION: Landscape Services at HACC's Scattered Sites

BID DUE DATE: Tuesday, March 20, 2018 by 2:00 p.m. (CST)

BIDDER INFORMATION:

Company Name: _____ Contact Name: _____

Address: _____ City: _____ State: _____ Zip-code _____

Telephone: _____ Fax: _____ Email: _____

The Bidder declares that it has carefully examined the Advertisement for Bids, the Terms and Conditions and the Bid Form for Solicitation No.: 2018-100-008 as prepared by HACC and that they understand all the conditions under which it must be carried out and that in making this Bid they waive all rights to plead any misunderstanding regarding the same.

PROPOSED UNIT PRICES

Please provide the hourly labor rates, percentage mark-up on materials and/or supplies below. See attached pages for additional pricing items.

Supervisor

Hourly Labor Rates: \$ _____ /HR

Overtime Hourly Labor Rates: \$ _____ /HR

Overtime Hours are: _____

Laborer

Hourly Labor Rates: \$ _____ /HR

Overtime Hourly Labor Rates: \$ _____ /HR

Overtime Hours are: _____

Percent Markup on Additional Materials/Supplies that maybe required: _____ %

D. BID FORM

SPECIFICATION NUMBER: 2018-100-0008
PROJECT DESCRIPTION: Landscape Services at HACC's Scattered Sites
BID DUE DATE: Tuesday, March 20, 2018 by 2:00 p.m. (CST)

OTHER UNIT PRICES

	ADDITIONAL SERVICES		UNIT PRICE
1	One Fire Ant Treatment		\$
2	One Organic Fire Ant Treatment		\$
3	One Additional Mow, Cut, Edge & Trim (outside of cutting season)		\$
4	One Fertilizer Application		\$
5	One Herbicide Application		\$
6	One Pesticide Application		\$
7	One Aeration Treatment		\$
8	One Insect and Disease Control Treatment		\$
9	Installation of additional groundcover beds to include border and top soil, potting soil and mulch, fertilizer and plants. Minimum 3 or 4 inch plant with not more than 18 inch centers.		\$
10	Installation of additional flower beds to include border and top soil, potting soil and mulch, fertilizer and plants. Minimum 3 or 4 inch plant on 12 inch centers.		\$
11	Planting of 1 gallon perennials		\$
12	Seeding-Rye, Bentgrass, Bluegrass Must be drought tolerant. Type must be approved prior to installation.		\$
13	Mulching of flower/shrub beds (per square foot)		\$
	Escalation Rate for Additional Year Options:		
	Escalation Rate Year 2: _____%		
	Escalation Rate Year 3: _____%		
	Escalation Rate Year 4: _____%		
	Escalation Rate Year 5: _____%		

The unit prices provided above will be added together and the lowest weighted average unit price will be the apparent low proposer.

*Please note – HACC reserves the right to add or delete locations as necessary.

Authorized Signature

Name of Company

Printed Name and Title

Date

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

ATTACHMENT BID FORM - INDIVIDUAL PROPERTY BID FORM
IFB NO. 2018-100-008

DEVELOPMENT	NO. OF UNITS	NO. OF BUILDINGS	TYPE	REGION	SQUARE FOOTAGE
IL25-01 Daniel Bergen Homes	15	3	Family	South	127,333

ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	TOTAL (Price X Estimated Quantity)
CLEAN-UP		
Spring (Initial)	2	
Fall		
ROUTINE MAINTENANCE SERVICES		
Grass Mowing & Care		
Routine Clean Up	16	
Edge and Trim		
Pruning and/or Trimming Trees, bushes and Shrubs, vine removal		
FERTILIZER/HERBICIDE APPLICATIONS		
Fertilizer/Herbicide	3	
TOTAL FOR PROPERTY IL25-01 Daniel Bergen Homes		\$ -

Company Name _____

Address _____

Signature/Name/ Title _____ Date _____

ATTACHMENT BID FORM - INDIVIDUAL PROPERTY BID FORM
IFB NO. 2018-100-008

DEVELOPMENT	NO. OF UNITS	NO. OF BUILDINGS	TYPE	REGION	SQUARE FOOTAGE
IL25-02 John Mackler Homes	37	9	Family	South	127,333
ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	TOTAL (Price X Estimated Quantity)			
CLEAN-UP					
Spring (Initial)	2				
Fall					
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care					
Routine Clean Up	16				
Edge and Trim					
Pruning and/or Trimming Trees, bushes and Shrubs, vine removal					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide	3				
TOTAL FOR PROPERTY IL25-02 John Mackler Homes					\$ -

Company Name

Address

Signature/Name/ Title

Date

ATTACHMENT BID FORM - INDIVIDUAL PROPERTY BID FORM
IFB NO. 2018-100-008

DEVELOPMENT	NO. OF UNITS	NO. OF BUILDINGS	TYPE	REGION	SQUARE FOOTAGE
IL25-05 Sunrise Apartments*	120	21	Family	South	127,333
ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	TOTAL (Price X Estimated Quantity)			
CLEAN-UP					
Spring (Initial)	2				
Fall					
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care (including vacant lots & recreational area)					
Routine Clean Up	16				
Edge and Trim					
Pruning and/or Trimming Trees, bushes and Shrubs, vine removal					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide	3				
TOTAL FOR PROPERTY IL25-05 Sunrise Apartments					\$ -

**This property contains three recreational areas and various vacant lots.*

Company Name

Address

Signature/Name/ Title

Date

ATTACHMENT BID FORM - INDIVIDUAL PROPERTY BID FORM
IFB NO. 2018-100-008

DEVELOPMENT	NO. OF UNITS	NO. OF BUILDINGS	TYPE	REGION	SQUARE FOOTAGE
IL25-07 Vera Yates Apartments*	116	36	Family	South	350,000
	ESTIMATED QUANTITY FOR ENTIRE SEASON	TOTAL (Price X Estimated Quantity)			
ITEM					
CLEAN-UP					
Spring (Initial)	2				
Fall					
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care (including vacant lots & recreational area)					
Routine Clean Up	16				
Edge and Trim					
Pruning and/or Trimming Trees, bushes and Shrubs, vine removal					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide	3				
TOTAL FOR PROPERTY IL25-07 Vera Yates Apartments				\$	-

**This property contains two recreational areas.*

Company Name _____

Address _____

Signature/Name/ Title _____ Date _____

ATTACHMENT BID FORM - INDIVIDUAL PROPERTY BID FORM
IFB NO. 2018-100-008

DEVELOPMENT	NO. OF UNITS	NO. OF BUILDINGS	TYPE	REGION	SQUARE FOOTAGE
IL25-04 Richard Flowers Homes	100	25	Family	South	130,500
ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	TOTAL (Price X Estimated Quantity)			
CLEAN-UP					
Spring (Initial)	2				
Fall					
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care (including vacant lots & recreational area)					
Routine Clean Up	16				
Edge and Trim					
Pruning and/or Trimming Trees, bushes and Shrubs, vine removal					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide	3				
TOTAL FOR PROPERTY IL25-04 Richard Flowers Homes					
				\$	-

Company Name

Address

Signature/Name/ Title

Date

ATTACHMENT BID FORM - INDIVIDUAL PROPERTY BID FORM
IFB NO. 2018-100-008

DEVELOPMENT	NO. OF UNITS	NO. OF BUILDINGS	TYPE	REGION	SQUARE FOOTAGE
IL25-29 Scattered Sites/Evanston	19	7	Family/Scattered	North	30,750
ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	TOTAL (Price X Estimated Quantity)			
CLEAN-UP					
Spring (Initial)	2				
Fall					
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care					
Routine Clean Up	16				
Edge and Trim					
Pruning and/or Trimming Trees, bushes and Shrubs, vine removal					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide	3				
TOTAL FOR PROPERTY IL25-29 Scattered Sites/Evanston		\$	-		

Company Name _____

Address _____

Signature/Name/ Title _____ Date _____

ATTACHMENT I. BID FORM - INDIVIDUAL PROPERTY BID FORM
IFB NO. 2018-100-008

DEVELOPMENT	NO. OF UNITS	NO. OF BUILDINGS	TYPE	REGION	SQUARE FOOTAGE
IL25-98 Scattered Sites/Evanston	26	16	Family/Scattered	North	33,400

ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	TOTAL (Price X Estimated Quantity)
CLEAN-UP		
Spring (Initial)	2	
Fall		
ROUTINE MAINTENANCE SERVICES		
Grass Mowing & Care		
Routine Clean Up	16	
Edge and Trim		
Pruning and/or Trimming Trees, bushes and Shrubs, vine removal		
FERTILIZER/HERBICIDE APPLICATIONS		
Fertilizer/Herbicide	3	
TOTAL FOR PROPERTY IL25-98 Scattered Sites/Evanston		\$ -

Company Name _____

Address _____

Signature/Name/ Title _____ Date _____

ATTACHMENT BID FORM - INDIVIDUAL PROPERTY BID FORM
IFB NO. 2018-100-008

DEVELOPMENT	NO. OF UNITS	NO. OF BUILDINGS	TYPE	REGION	SQUARE FOOTAGE
IL25-99 Scattered Sites/Wheeling	13	4	Family/Scattered	North	39,500

ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	TOTAL (Price X Estimated Quantity)
CLEAN-UP		
Spring (Initial)	2	
Fall		
ROUTINE MAINTENANCE SERVICES		
Grass Mowing & Care		
Routine Clean Up	16	
Edge and Trim		
Pruning and/or Trimming Trees, bushes and Shrubs, vine removal		
FERTILIZER/HERBICIDE APPLICATIONS		
Fertilizer/Herbicide	3	

TOTAL FOR PROPERTY IL25-99 Scattered Sites/Wheeling	\$ -
--	-------------

Company Name _____

Address _____

Signature/Name/ Title _____ Date _____

Attachment D - Bid Form Summary - 2018-100-008

BID CLUSTER 1

South Scattered Sites and Open Fields

- Daniel Bergen Homes
- John Mackler Homes
- Sunrise Apartments
- Vera Yates Apartments

\$
\$
\$
\$

BID CLUSTER 2

- Richard Flowers Homes

\$

BID CLUSTER 3

- Evanston Scattered Sites
- Evanston Scattered Sites 1
- Evanston Scattered Sites 2

\$
\$

BID CLUSTER 4

- Northwest Scattered Sites
- Wheeling Scattered Sites

\$
\$

GRAND TOTAL

SIGNATURE PAGE

CONTRACTOR:

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 the County of Cook

By:

Sign

Print Name

Date

E. BID TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to:

- 1) Terms and Conditions,
- 2) Contract Plans or Drawings (as applicable),
- 3) Detailed Specifications or Scope of Services,
- 4) Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ),
- 5) Technical Specifications,
- 6) Bid Pages, and
- 7) Certifications.

The undersigned also acknowledges having received all Addenda to this solicitation as follows (*bidder to complete the following*):

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

The undersigned 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 bid, 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 (Contractor) or prospective bidder (Contractor) or with any other person, firm or corporation relating to the price named in this bid or any other bid, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (Contractors) and has not disclosed to any person, firm or corporation the terms of this bid 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 bid 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 _____, 2018 by
_____ as President (or other authorized officer) and _____
as Secretary of _____ (Corporation Name).
(Notary Public Seal)

Notary Public Signature: _____

Commission Expires: _____

F. BID TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to:

- 1) Terms and Conditions,
- 2) Contract Plans or Drawings (as applicable),
- 3) Detailed Specifications or Scope of Services,
- 4) Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ),
- 5) Technical Specifications
- 6) Bid Pages, and
- 7) Certifications.

The undersigned also acknowledges having received all Addenda to this solicitation as follows (*bidder to complete the following*):

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

The undersigned 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 bid, 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 (Contractor) or prospective bidder (Contractor) or with any other person, firm or corporation relating to the price named in this bid or any other bid, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (Contractors) and has not disclosed to any person, firm or corporation the terms of this bid 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 _____, 2018.

Notary Public Signature: _____

Commission Expires: _____

(Notary Public Seal)

G. BID 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) Terms and Conditions,
- 2) Contract Plans or Drawings (as applicable),
- 3) Detailed Specifications or Scope of Services,
- 4) Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ),
- 5) Technical Specifications,
- 6) Bid Pages, and
- 6) Certifications.

The undersigned also acknowledges having received all Addenda to this solicitation as follows (*bidder to complete the following*):

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

The undersigned 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 bid, 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 (Contractor) or prospective bidder (Contractor) or with any other person, firm or corporation relating to the price named in this bid or any other bid, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (Contractors) and has not disclosed to any person, firm or corporation the terms of this bid 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 _____, 2018 by _____
(name/s of person/s)

Notary Public Signature: _____

Commission Expires: _____

(Notary Public Seal)

H. BID ACCEPTANCE

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

Total Amount of Contract: \$ _____

Executive Director

Contract Awarded on this _____ day of _____, 2018

I. CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(Contractor) {_____} 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 Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification.

(CONTRACTOR) {_____} 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: _____

CONTRACTOR: _____

By: _____

(Printed Name)

(Signature)

(Title)

J. 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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, and 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: _____

CONTRACTOR:

By:

(Printed Name)

(Signature)

(Title)

K. INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardees 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 sub award recipient. Identify the tier of the sub-awardees, e.g., the first sub awardees- of the prime is in the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee" 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.

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 send 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 if 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 semi-annually 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: _____
Federal Use Only		Authorized for Local Reproduction Standard Form LLL (1/96)

L. CONFLICTS OF INTEREST

(Contractor) { _____ } certifies that:

2. 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 Contractor or any affiliate thereof, or has a financial or other interest in the Contractor or the Contractor's Agreement with HACC.
3. Contractor shall not enter into any contract, subcontract or agreement with any officer, agent or employee of HACC during his or her tenure not for 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: _____

CONTRACTOR: _____

By: _____
(Printed Name)

(Signature)

(Title)

M. NON-COLLUSIVE AFFIDAVIT

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

(CONTRACTOR/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)

N. SECTION 3 – ECONOMIC OPPORTUNITIES FOR RECIPIENTS OF HUD ASSISTANCE

Please provide, in a separate document labeled ‘Statement of Section 3 Compliance’ how your firm proposes to comply with the Section 3 Clause utilizing one of the options listed below. The document must be signed by the agent authorizing the submittal of the response document.

SECTION 3 CLAUSES

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labour organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labour organization or worker’s representative of the Contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicant for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the Services shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Subcontractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the Contractor’s obligations under 24 CFR part 135.
- F. Noncompliance with HUD regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted Contracts.
- G. With respect to Services performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the Services to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of Contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Further information may be found on the U.S. Department of Housing and Urban Development’s website at www.hud.gov and in the Code of Federal Regulations (24 CFR Part 135).

OPTIONS FOR SECTION 3 COMPLIANCE:

☐ Employment of Qualified Residents

In the event the Bidder has the need to employ new workers as a result of entering into said contract, the Bidder shall employ eligible Section 3 workers to fill 30% of new positions.

☐ Paying into the Resident Training Program

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

O. SPECIAL MBE/WBE PARTICIPATION SUMMARY FORM

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

1. SMALL BUSINESS PARTICIPATION

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

☐ Yes ☐ No ☐ N/A

2. MINORITY BUSINESS PARTICIPATION

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

☐ Yes ☐ No ☐ N/A

MINORITY TYPE:

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

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

☐ Yes ☐ No ☐ N/A

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

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

3. WOMEN-OWNED BUSINESS PARTICIPATION

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

☐ Yes ☐ No ☐ N/A

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

☐ Yes ☐ No ☐ N/A

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

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

P. MBE/WBE SUBCONTRACTOR AFFIDAVIT

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

Specification Number: _____

Project Description: _____

From: _____
(Name of MBE/WBE Firm)

MBE: Yes ☐ No ☐
WBE: Yes ☐ No ☐

Name of Prime Contractor – To: _____

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

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

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

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

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

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

Name /Title (Print)

Phone

Fax/Email

Q. SUMMARY OF MBE/WBE SUBCONTRACTOR PARTICIPATION FORM

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

Specification Number: _____

Project Description: _____

State of (_____)

County (City) of (_____)

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

(Name of Contractor)

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

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

4. Direct Participation of MBE/WBE Firms

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

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

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

MBE/WBE Subcontractors/Suppliers/Consultants:

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

6. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %

Affidavit of Subcontractor attached? Yes ☐ No ☐*

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

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

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

Attach additional sheets as needed.

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

10. Indirect Participation of MBE/WBE Firms

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

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

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

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

13. Name of MBE/WBE: _____

Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percentage Amount of Participation: _____ %
 Affidavit of Subcontractor attached? Yes ☐ No ☐*

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

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

Attach additional sheets as needed.

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

16. Summary of MBE/WBE Firms Proposed

MBE Direct Participation (from Section I):

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

MBE Indirect Participation (from Section II):

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

WBE Direct Participation (from Section I):

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

WBE Indirect Participation (from Section II):

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

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

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

Name: _____ Phone Number: _____

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

(Signature)

(Date)

State of _____

County of _____

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

Notary Public Signature: _____
(Seal)

Commission Expires: _____

R. NATURE OF DISCLOSING PARTY FORM

Instructions: Please complete form in its entirety. All applicable sections must be completed.

1. 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©(3))? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | |
| <input type="checkbox"/> Other (please specify) _____ | |

2. 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: _____

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

4. 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

5. 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

_____	_____
_____	_____
_____	_____

6. 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
_____	_____	_____
_____	_____	_____

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

8. Please list all TRADES your firm provides:

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

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PRIME/GENERAL CONTRACTOR'S NAME: _____

RFP/IFB/RFQ/CONTRACT or PO NUMBER: _____ DATE FORM COMPLETED: _____

PROJECT TITLE: _____

CONTACT NAME/TITLE: _____

E-MAIL ADDRESS: _____

PLEASE READ CAREFULLY AND SIGN THE ACKNOWLEDGMENT ON PAGE 4

PRIOR TO COMPLETING AND SUBMITTING THIS SECTION 3 UTILIZATION PLAN

Overview:

The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135 and the HACC's Section 3 Policy. The Contractor hereby submits Utilization Plan to identify employment, subcontracting, and other opportunities for Cook County Housing residents and low income Cook County area residents during the term of the contract between the Contractor and HACC. Any changes to this Utilization Plan must be approved by the Contract Compliance Specialist, via an amended Utilization Plan and Section 3 Change Form, when requested.

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

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Instructions:

Part I: Hiring

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

Part II: Contracting

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

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

Part III: Other Economic Opportunities

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

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above, then the contractor must pay 5% of the total dollar amount of the contract for building, trade work or 1.5% for all other contracts will be paid to the Section 3 fund

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

Prime Contractor Acknowledgement of Section 3 Requirements:

Signature of Principal of Contractor

Date

Print Name

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Part 1: Hiring

SAMPLE HIRING CHART

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

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

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

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

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

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

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

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Part II: CONTRACTING

Table II: Contracting Commitments

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

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

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

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

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CONTRACTS TO SECTION 3 BUSINESS CONCERNS (continued)

Company Name: _____

Address: _____

Contact Person: _____ Telephone: _____

E-mail Address: _____

Original Contract Dollar Value: _____

Amended Contract Dollar Value: _____

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

Work to be Performed/Material Supplied: _____

Anticipated Performance Timeframe: _____

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

Company Name: _____

Address: _____

Contact Person: _____ Telephone: _____

E-mail Address: _____

Original Contract Dollar Value: _____

Amended Contract Dollar Value: _____

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

Work to be Performed/Material Supplied: _____

Anticipated Performance Timeframe _____

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

Company Name: _____

Address: _____

Contact Person: _____ Telephone: _____

E-mail Address: _____

Original Contract Dollar Value: _____

Amended Contract Dollar Value: _____

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

Work to be Performed/Material Supplied: _____

Anticipated Performance Timeframe _____

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

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(To Be Completed By Prime Contractor)

Table II.b: Contracting Shortfall

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

--

Table II.c: Outreach Efforts

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

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

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

Part III: OTHER ECONOMIC OPPORTUNITIES

Table III: Other Economic Opportunities Plan(s)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NAME OF PRIME CONTRACTOR (Print or Type)

NAME OF AUTHORIZED OFFICER

Date

NAME OF NOTARY (Print or Type)

STATE OF COUNTY OF _____ ON THIS _____ DAY OF _____ 20__

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

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

INTERNAL HACC APPROVAL _____

COMPLIANCE MANAGER'S SIGNATURE

DATE

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

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

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

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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. 1/31/2017)

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.

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.

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+					
or								
Employer identification number								
			+					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.