



# QUOTATION FOR SMALL PURCHASE (QSP)

SPECIFICATION NUMBER: 2021-100-054  
 SOLICITATION NAME: Fleet Maintenance & Repair Services

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

Contact Name: Deborah O'Donnell  
 Phone No.: 312-542-4725  
 e-mail address: dodonnell@thehacc.org

**DATE OF REQUEST:** September 20, 2021  
**DEVELOPMENT NAME** Housing Authority of Cook County  
**DEVELOPMENT ADDRESS:** 175 West Jackson, Suite 350, Chicago, IL 60604  
**DEVELOPMENT NUMBER:**  
**QUOTATION DEADLINE:** October 11, 2021 on or before 2:00 PM  
**CONTRACT PERIOD:** N/A or  (To be determined at Contract Award)

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Email \_\_\_\_\_

Please quote the Housing Authority of Cook County (HACC) your best price(s) on the scope of services listed below. To be considered, please submit your quote via email by the deadline date stated above. (Duplicate a copy for your file.)

SVC	PROJECT DESCRIPTION/SCOPE OF SERVICES
1	<p>The Authority is requesting Bids for Fleet Maintenance and Repair Services for the HACC's Leased vehicles from Enterprise Fleet Management. Must be a Enterprise approved vendor.</p> <p><b>BASIS OF AWARD:</b>            HACC will award to the Lowest Responsive and Responsible firm. HACC is required to check for adherence and compliance with the solicitation document and to conduct responsibility checks of firms to ensure Contractor has not been debarred from doing business with local, HUD, or Federal agencies.</p>
<b>Not to Exceed Annual Amount:</b>	
<span style="border-bottom: 1px solid black; padding-bottom: 2px;"><b>\$25,000.00</b></span>	

**ACCEPTANCE:**

If favored with an order, we agree to furnish the above scope of services for the price(s) indicated and in agreement with the attached Terms and Conditions.

BY: _____ Print/Type Name	_____ Signature
_____ Title	_____ Date
BY: <u>Richard J. Monocchio</u> Print/Type Name	_____ Signature
_____ Executive Director Title	_____ Date

## TERMS AND CONDITIONS

- (1) INSPECTION AND ACCEPTANCE  
It is understood and agreed by and between the parties hereto, that the initial acceptance and inspection of any delivery will not be considered a waiver of any provision of these specifications and will not relieve the Contractor of its obligation to provide satisfactory Services which conforms to the specifications, as shown by any test or inspections for which provisions are herein otherwise made. Materials failing to meet the requirements of this order will be held at Contractor's risk and may be returned at Contractor's expense. HACC reserves the right to cancel.
- (2) 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 may have any such interest.
- (3) LIABILITY  
Contractor is to assume entire liability for all damages or injury caused by or to their workmen while engaged in the execution of this order.
- (4) RESPONSIBILITY  
HACC will not be responsible for any materials furnished without a formal purchase order or contract therefore.
- (5) TAXES  
The Housing Authority of Cook County, a Municipal Corporation, is exempt from payment of Federal Excise Taxes, Federal Transportation Tax and State of Illinois Retailers Occupation Tax. Appropriate exemption certificates will be furnished upon request.
- (6) INVOICES  
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 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 (if applicable), the products, materials and/or services provided, and the Specification and Purchase Order number(s). Signed work tickets and/or any other pertinent documentation requested by HACC must accompany each invoice submitted.  
  
Invoice quantities, service description, unit of measure and pricing information must correspond to the items quoted.
- (7) PAYMENT  
HACC will process payment within (30) calendar days after receipt of Invoices and Sub-Contractors payment certification forms, if applicable, completed in accordance with the terms herein, and all supporting documentation necessary for HACC to verify services under this contract.
- (8) DELIVERY/ACCEPTANCE OF SERVICES  
HACC has the right to review and/or require correction of any Services provided by Contractor. Contractor shall make any required corrections to any Service within ten (10) calendar days at no additional charge. The payment of any invoice by HACC does not indicate acceptance of Services provided. Further, HACC reserves the right at any time to reject or disapprove any Service provided. If Contractor fails to make the necessary corrections or if the submission of any corrected Service remains unacceptable, HACC may immediately terminate this Agreement.  
  
Contractors will be required to obtain Property Management Approval on each unit prior to payment. Acceptance/Rejection Forms are as attached and will be required for invoice approval.
- (9) SERVICE AND PARTS  
Each Contractor must show he/she has a qualified and established service station and parts depot.
- (10) GUARANTEE  
The Contractor shall guarantee the equipment operational as it is delivered and/or installed before the regular services guarantee or warranty begins, and if found to be defective or damaged, replaced with another as contracted, or repaired, whichever HACC deems in its better interest. The Contractor's workmanship guarantee shall be for a period of (1) year from the completion date of the contract against defective

workmanship or materials, or as otherwise noted in the specifications or as made exception to by the Purchase Order.

(11) MODIFICATIONS

No changes, amendments, modifications, cancellations or discharges of this Contract, or any part hereof, will be valid unless stipulated in writing and signed by the parties hereto, or their respective agents representatives.

Such changes which are mutually agreed upon by and between HACC and the Contractor will be incorporated in written modifications to this Contract.

Failure of the Contractor to familiarize himself/herself with all requirements of the Contract documents will not relieve Contractor from complying with all of the provisions herein.

(12) CONTRACT PERIOD

Base Contract November 1, 2021 thru October 31, 2022.

(13) CONTRACT EXTENSION  
OPTIONS

This Contract will be in effect for the dates indicted herein for a period of one year, with four 1-year options to be exercised solely by the Authority based on performance and funding.

(14) TERMINATION

HACC may terminate this Contract or any portion of the Contract, at any time by a notice in writing from HACC to the Contractor, as per HUD Form (General Conditions for Contracts). The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

If HACC elects to terminate the Contract in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Contract whether completed or in the process, must be delivered to HACC within ten (10) calendar days after the effective date stated in the notice.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors to winding down any activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily delivered before the effective date of the termination is on the same basis as set forth in the Payment clause and as outlined in the Terms and Conditions. The payment so made to the Contractor is in full settlement for all Services satisfactorily delivered under this Contract. If Contractor disputes the amount of compensation determined by HACC to be due Contractor, then the Contractor must initiate dispute settlement procedures.

(15) INSURANCE

The following are the insurance requirements of the Housing Authority of Cook County ("HACC"), a body corporate and politic created under the provisions of the Housing Authorities Law, as amended, having its principal office at 175 West Jackson Boulevard, Suite 350, Chicago, Illinois 60604:

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

- |                           |   |
|---------------------------|---|
| (16) APPLICABLE HUD FORMS | HUD-5369- Instructions to Bidders for Contracts Public and Indiana Housing Programs; HUD 5370-EZ General Conditions for Small Construction Contracts; W-9 Request for Taxpayer Information Number and Certification.  |
| (17) APPLICABLE WAGE      | Davis Bacon Wage Rates Apply. Contractor must comply to American Federation of Labor/Congress of Industrialized Organization (AFL/CIO) Requirements. Contractors must remain aware that all work performed in furtherance of this contract must meet the requirements the Housing Authority of Cook County's Multi Project Labor Agreement with the AFL/CIO.  |
| (18) PERFORMANCE BOND     | Not applicable.   |
| (19) SECTION 3 COMPLIANCE | The contracts awarded under this solicitation are 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 75 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 quote submission by submitting a direct hiring plan that is, in HACC’s sole discretion, equitable by non-arbitrary, non-capricious criteria. If after selection of a bidder, but prior to execution of a contract, a bidder’s hiring plan is deemed inequitable, 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. SEE ATTACHED Section 3 Forms.

(20) BASIS OF AWARD

A Contract will be awarded for the fleet maintenance and repairs services based on the Lowest HACC’s Lump Sum Total proposed by the lowest responsive and responsible bidder(s) meeting the terms and conditions of the specification.

Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected. The Bidder’s bid pricing will incorporate any/all peripheral costs including, but not limited to the costs of material, delivery, labor, equipment, fuel, guarantees, taxes, insurance, etc., required by the specification.

The Director reserves the right to award a Contract or reject all bids when, in the Director’s opinion, the best interest of the Authority will be served thereby.

(21) INDEMNIFICATION

Contractor shall indemnify, defend and hold the HACC, harmless from and against all losses, claims, judgments, damages and liabilities (collectively, the “Claims”), which are related to the performance by Contractor or Contractor’s obligations under this Agreement in a manner that is authority granted in the Agreement; or which results from Contractor’s negligence, willful misconduct, fraud or misrepresentation.

## **Statement of Work**

The successful Contractor must be able to perform general and preventive maintenance and routine repair services on HACC vehicles, including but not limited to, brakes, tires, suspension, heat/air conditioning systems, electrical systems, engine, etc.

The Contractor shall guarantee priority scheduling and servicing of HACC vehicles in need of repair.

The Contractor shall allow free access to the vehicles during repair by HACC personnel, if requested.

HACC will not pay nor be charged a premium price for any part(s) because the Contractor does not have the part(s) in inventory.

HACC will be responsible for delivering vehicles to the Contractor. The Contractor shall have HACC vehicles available for pickup from 8:30 a. m. to 4:30 p. m. Monday through Friday, except in the event of a nationally recognized holiday.

All work shall be performed at the Contractor's location. The Contractor shall obtain prior approval from the representative of HACC in any situation where the service of an independent Contractor is needed.

The Contractor agrees to perform repairs to restore vehicles to their pre-loss condition, relative to safety and function.

The Contractor agrees to perform all repairs according to the itemized repair estimate that the Contractor provides HACC. Any deviation from the estimate should be approved by HACC prior to repairs being done.

Work shall be performed on any of the vehicles listed on the HACC Vehicle Inventory Report. HACC reserves the right to add or delete vehicles to or from this list via a fully executed Amendment by both parties.

The Contractor shall provide any necessary replacement part(s) that may be needed to repair vehicles. If it becomes necessary to replace defective part(s), the Contractor shall purchase and install the replacement part(s) after receiving the consent of HACC personnel.

All replacement parts will be of the same manufacturer and model as the original part. If the part is no longer available, the Contractor may use a replacement of equal or better design of the original part upon consent of HACC.

The Contractor shall submit a copy of the original invoice for any part(s) used to repair vehicles to the HACC representative for payment. The original invoice must show the original purchase price and the model/serial number of the parts purchased.

### **Types of Service/Repairs:**

The list of services to be provided includes, but is not limited to the following:

- Tune Ups
- Brake Service (inspections and repairs)
- Troubleshooting, adjustments and repairs of Electrical Systems
- Transmissions (inspections and repairs)
- Starters
- Alternators
- Water and Fuel Pumps
- Heating/Air conditioning systems
- Shock Absorbers
- Fuel Injection Systems
- Carburetors
- Emissions Testing and Repair
- Oil Changes
- Cooling Systems Servicing and Repair
- Mufflers Repair/replacement
- Batteries
- Wiper Blades
- Struts
- C-V Joints
- Computer Diagnostics
- Fan Belts and Hoses
- Tires

### **Warranty Requirements:**

The Contractor guarantees and warrants that all material furnished and all services performed will be free from defects in material and workmanship and will be warranted by the Contractor for a minimum of 120 days, 4,000 miles, or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance. The Contractor shall remedy all such defects at his/her own expense within two (2) working days after notification by HACC.

**BID FORM**

HOUSING AUTHORITY OF COOK COUNTY  
DEPARTMENT OF PROCURMENT SERVICES  
175 WEST JACKSON BLVD., SUITE 350  
CHICAGO, ILLINOIS 60604

**Contact Name:** Deborah O'Donnell  
**Phone No.:** (312) 542-4725

**e-mail address:** dodonnell@thehacc.org

**SOLICITATION NUMBER:** 2021-100-054  
**PROJECT DESCRIPTION:** Vehicle Maintenance Services, as required  
**BID DUE DATE/TIME:** Monday, October 11, 2021 at 2:00 PM CDT

**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.: 2021-100-054, 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.

Please provide the hourly labor rates, percentage mark-up on parts and the standard charge for an oil change (up to 5 quarts of oil, oil filter, six point inspection) below. The lowest responsive responsible bidder will be awarded the contract.

**OIL CHANGE:**

Rate for Standard Oil Change: \$ \_\_\_\_\_ /Change

**BODY WORK:**

Hourly Labor Rates: \$ \_\_\_\_\_ /HR

Overtime Hourly Labor Rates: \$ \_\_\_\_\_ /HR

Overtime Hourly Rates: \_\_\_\_\_

Percentage off manufactures list parts price: \_\_\_\_\_%

\*Note: These figures will be used to determine Basis of Award only. These figures need to correspond to the costs associated with each shop.

**Escalation Fee for Extension Option Year 1 - \_\_\_\_\_% Escalation Fee for Extension Option Year 3 - \_\_\_\_\_%**

**Escalation Fee for Extension Option Year 2 - \_\_\_\_\_% Escalation Fee for Extension Option Year 4 - \_\_\_\_\_%**





**FLEET MANAGEMENT**

Vehicle	Master Cust Num	VIN	Year	Make	Model
22VHMW	567988	3FA6P0G7XKR142129	2019	Ford	Fusion
22VHN3	567988	3FA6P0G78KR142128	2019	Ford	Fusion
22VHN5	567988	3FA6P0G76KR142127	2019	Ford	Fusion
22VHN6	567988	3FA6P0G74KR142126	2019	Ford	Fusion
22VHN8	567988	3FA6P0G72KR142125	2019	Ford	Fusion
22VN2H	567988	2C4RDGBG8KR568374	2019	Dodge	Grand Caravan
22VW88	567988	1FAHP2D88HG118297	2017	Ford	Taurus
22W278	567988	1FTBF2A61HEE69084	2017	Ford	F-250
22W27F	567988	1FTBF2A61HED24837	2017	Ford	F-250
22W27J	567988	1FTBF2B61HEB94928	2017	Ford	F-250
22W27V	567988	1FTBF2B65HEB48972	2017	Ford	F-250
22W283	567988	1FTBF2B65HEF08337	2017	Ford	F-250
22W288	567988	1FTBF2B6XHED30277	2017	Ford	F-250
22W28C	567988	1FTBF2B62HEE79671	2017	Ford	F-250
22X4VF	567988	1FDRF3G63KED02210	2019	Ford	F-350 Chassis
233T36	567988	1FTMF1C55KKD83339	2019	Ford	F-150
233T3T	567988	1FTMF1C51KKD83337	2019	Ford	F-150
233T4M	567988	1FTMF1C5XKKD83336	2019	Ford	F-150
233T4Q	567988	1FTMF1C53KKD83338	2019	Ford	F-150
235HFC	567988	3FA6P0G78KR163772	2019	Ford	Fusion
235HFX	567988	3FA6P0G78KR194956	2019	Ford	Fusion

<b>Series</b>	<b>License State</b>	<b>License Num</b>
S 4dr Front-wheel Drive Sedan	IL	M218340
S 4dr Front-wheel Drive Sedan	IL	M218275
S 4dr Front-wheel Drive Sedan	IL	M218262
S 4dr Front-wheel Drive Sedan	IL	M218261
S 4dr Front-wheel Drive Sedan	IL	M218339
SE Front-wheel Drive Passenger Van	IL	M218301
SE 4dr Front-wheel Drive Sedan	IL	M217843
XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW	IL	M218306
XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW	IL	M217839
XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW	IL	M217838
XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW	IL	M217842
XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW	IL	M217841
XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW	IL	M217840
XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW	IL	M219403
XL 4x2 SD Regular Cab 169 in. WB DRW	IL	M219436
XL 4x2 Regular Cab Styleside 8 ft. box 141 in. WB	IL	M220932
XL 4x2 Regular Cab Styleside 8 ft. box 141 in. WB	IL	M220915
XL 4x2 Regular Cab Styleside 8 ft. box 141 in. WB	IL	M220914
XL 4x2 Regular Cab Styleside 8 ft. box 141 in. WB	IL	M220916
S 4dr Front-wheel Drive Sedan	IL	M220121
S 4dr Front-wheel Drive Sedan	IL	M219848

**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

### Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

### 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. 3/31/2020)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

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

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



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

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

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

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

---

## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

---

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

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

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

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

**MBE/WBE SUBCONTRACTOR AFFIDAVIT**

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

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

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

From: \_\_\_\_\_  
(Name of MBE/WBE Firm)

MBE: Yes  No   
WBE: Yes  No

Name of Prime Contractor - To: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Phone

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

## SUMMARY OF MBE/WBE SUBCONTRACTOR PARTICIPATION FORM

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

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

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

State of (\_\_\_\_\_)

County (City) of (\_\_\_\_\_)

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

\_\_\_\_\_  
(Name of Contractor)

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

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

**A. Direct Participation of MBE/WBE Firms**

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

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

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

MBE/WBE Subcontractors/Suppliers/Consultants:

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

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

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

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

Attach additional sheets as needed.

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

**B. Indirect Participation of MBE/WBE Firms**

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

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

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

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

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



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

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

Attach additional sheets as needed.

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

C. Summary of MBE/WBE Firms Proposed

MBE Direct Participation (from Section I):

MBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Direct MBE Participation:</b>	<b>\$ _____</b>	<b>_____ %</b>

MBE Indirect Participation (from Section II):

MBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Indirect MBE Participation:</b>	<b>\$ _____</b>	<b>_____ %</b>

WBE Direct Participation (from Section I):

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

WBE Indirect Participation (from Section II):

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

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

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

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

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

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

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

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

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

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

## SPECIAL MBE/WBE PARTICIPATION SUMMARY FORM

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

**A. SMALL BUSINESS PARTICIPATION**

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

Yes  No  N/A

**B. MINORITY BUSINESS PARTICIPATION**

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

Yes  No  N/A

**MINORITY TYPE:**

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

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

Yes  No  N/A

If “Yes”, please fill in the following information:

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

**C. WOMEN-OWNED BUSINESS PARTICIPATION**

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

Yes  No  N/A

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

Yes  No  N/A

If “Yes”, please fill in the following information:

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

(Insert Contractor Name)

**SECTION 3 APPLICANT FOR EMPLOYMENT AND TRAINING OPPORTUNITIES**

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

Current Legal Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

My total individual income for the prior year or annualized year is below 80% of Area Median Income (AMI):

2020 \$51,000.00 \_\_\_\_\_  2021 \$52,200.00 \_\_\_\_\_

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

I am a resident of public housing

List PHA and project name \_\_\_\_\_

I am a Section 8 Voucher holder

List Section 8 Agency administering your voucher \_\_\_\_\_

I receive other housing assistance

List PHA that manages your housing assistance \_\_\_\_\_

I am a YouthBuild Participant

List YouthBuild Program name, address, telephone number, and contact person: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## SELF-CERTIFICATION AND SKILLS FORM

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

I Read and Speak English Fluently:  Yes  No

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

*If Yes, list language(s)* \_\_\_\_\_

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

*If Yes, list type Trade or Technical Specialty Studied:* \_\_\_\_\_

Attended College:  Yes  No Graduated?  Yes  No

*If Yes, list degree or completed studies:* \_\_\_\_\_

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

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

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

\_\_\_\_\_

Printed Name Signature Date

---



Housing Authority of Cook County  
**SECTION 3 EMPLOYEE CERTIFICATION**

Employee Name \_\_\_\_\_

Current Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Date of Initial Employment: \_\_\_\_\_ Date Certification Form Completed: \_\_\_\_\_

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

- My total individual income for the year prior to my initial employment was below 80% of Area Median Income (AMI) **or** my total individual income is currently below 80% AMI. Check applicable year. (\$ amounts to be inserted by PHA and updated annually):
- |   |   |  |
|---|---|--|
| <input type="checkbox"/> 2017 \$ _____            | <input type="checkbox"/> 2018 \$ _____            | <input type="checkbox"/> 2019 \$ _____ |
| <input type="checkbox"/> 2020 \$ <u>51,000.00</u> | <input type="checkbox"/> 2021 \$ <u>52,200.00</u> | <input type="checkbox"/> 2022 \$ _____ |

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

I am currently employed by a Section 3 Business Concern  
 List name, address, telephone number, and contact person of Section 3 Business Concern: \_\_\_\_\_  
\_\_\_\_\_

I am a resident of public housing or Section 8-assisted housing managed by this PHA  
 List public housing project name or Section 8 landlord name and phone number: \_\_\_\_\_  
\_\_\_\_\_

I am a YouthBuild Participant  
 List YouthBuild Program name, address, telephone number, and contact person: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(Insert Contractor Name)

### Section 3 Notice of Commitment

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

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

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

The following economic opportunities are available:

Position	Training	Employment	Contracting

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

The anticipated date the work shall begin is \_\_\_\_\_.

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