

HOUSING AUTHORITY OF COOK COUNTY (HACC)

INVITATION FOR BIDS (IFB) FOR PHA WIDE SNOW REMOVAL AND DE-ICING SERVICES

PROJECT/SPECIFICATION NO.: 2016-100-017

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

BID DUE DATE & TIME: Monday, July 18, 2016 AT 2:00 P.M. (CST)

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

All <u>questions</u> or <u>requests</u> for clarification must be in writing, directed to the attention of Laverne Parr, sent via email to <u>lparr@thehacc.org</u> and submitted no later than Friday, July 8, 2016 at 12:00 p.m.

Bids must clearly indicate the name of the project, "PHA Wide Snow Removal and De-Icing Services", the Specification Number "2016-100-017" and the time and date specified for receipt. The name and address of the Bidder must be clearly printed on all correspondence. Bids will be accepted at the Housing Authority of the County of Cook, until 2:00 p.m., Monday, July 18, 2016.

RICHARD MONOCCHIO, EXECUTIVE DIRECTOR

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PART I - DEFINITIONS

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

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

"Authority" means the Housing Authority of the County of Cook;

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

"Authority Website" means www.thehacc.org;

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

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

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

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

"Bidder" means an entity that submits a bid;

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

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

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

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

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

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

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

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

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

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

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

"HACC" refers to the Housing Authority of the County of Cook;

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

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

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

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

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

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

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

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

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

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

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

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

"Services" means the services to be performed by the Contractor hereunder, including provision of all labor materials, equipment, supplies and other incidentals necessary or convenient to the successful completion of the work; "Site" means the place or places where the Services are to be performed;

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

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

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

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

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

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

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

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PART II – SPECIFICATIONS FOR BID

HOUSING AUTHORITY OF THE COUNTY OF COOK (HACC)

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

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

BIDDER'S NAME AND ADDRESS:

SPECIFICATION FOR:PHA Wide – Snow Removal and De-Icing ServicesSPECIFICATION NUMBER:2016-100-017

DATED:THURSDAY, JUNE 16, 2016TO BE OPENED:MONDAY, JULY 18, 2016 AT 2:00 PM (CST)

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

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

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

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

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

BID OPENING: No bids will be accepted after the date and time indicated above, at which time all bids received will be publicly opened and read aloud.

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

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

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA: Number: ______

Dated: _____ ____

PRE-BID CONFERENCE: [X] Not Required

BID SECURITY: [X] Not Required

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

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

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

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

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

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

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

AWARD: Contract Award-Sealed Bidding:

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

Sub-Total per Category = Sum of all locations [(Approximate Size of Each Location (in Square Feet)) *(Unit Price per 1000 square feet of snow removal/de-icing)]

Total: (Sub-Total Category 1*0.85) + (Sub-Total Category 2*0.05) + (Sub-Total Category 3*0.05) + (Sub-Total Category 4*0.05)

Evaluated Total: Sum of Total for Base period + 4 option years.

HACC may choose to award multiple contracts to the lowest responsive and responsible bidder(s) based on the North and South regions or by individual locations.

SINGLE OR MULTIPLE AWARDS:

[] Not Applicable

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

PERFORMANCE AND PAYMENT BOND: [X] Not Required

[] Upon award/approval of the contract, the Contractor must provide and pay for an acceptable Performance and Payment Bond in the amount of 0% of the task order or separate acceptable Performance and Payment Bonds each in the amount of 0% or more of the task order. The surety must be a guaranty or surety company which appears on the U.S. Treasury Circular No. 570 published annually in the Federal Register and must, at a minimum, have "A" rating in according to the A.M. Best Rating Guide. Assistance in securing the Performance and Payment Bond is available through the Small Business Administration, which encourages Minority Business Enterprises.

FINANCIAL STATEMENT:

[] Not Required

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

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

PRE-CONSTRUCTION CONFERENCE:

[X] Not Applicable

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

CONTRACT DOCUMENTS: The Contract Documents, which form the Contract between the parties (the "Contract"), include all documents (listed in Part V – Section A) when accepted by the Authority, together with all other required documents that are submitted with an offerer's bid, "Amendments(s) to Special Conditions," if any, "Special Conditions," "Amendment(s) to General Conditions," if any, "HUD General Conditions for Non-Construction Contracts without Maintenance – 5370-C-Section I," "Instructions to Bidders" (if any), "Technical Specifications," and drawings, if any, (collectively referred to as the "Contract Documents"). In the event that any provision in one of the component parts of this Contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise pecifially stated. The Contract Documents agreements, or promises (whether oral, written, expressed, or implied) by the Authority or Bidder are a part of the Contract unless expressly stated therein.

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

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

AVAILABILITY OF FUNDS: The HACC's obligation under this contract is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the HACC for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

TYPE OF CONTRACT: The HACC may contemplate mulitiple awards of Indefinite Delivery, Indefinite Quantity contracts resulting from this solicitation.

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

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

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PART III - SPECIAL CONTRACT PROVISIONS

1. DOWNLOADABLE DOCUMENTS

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

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

2. EXECUTION OF BID DOCUMENTS

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

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

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

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

3. LIABILITY

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

4. INDEMNIFICATION

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

- 1. Injury, death or damage of or to any person or property;
- 2. Any infringement or violation of any property right (including any patent, trademark or copyright);
- 3. Failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any Subcontractor;
- 4. The Housing Authority of the County Cook's exercise of its rights and remedies under this Contract; and
- 5. Injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

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

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

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

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

5. **RESTRICITIONS**

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

6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

- 2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contract) of minorities and women in the area(s) from which it may be reasonably recruit, and it will hire for each job classification for which employee are hired in such a way that minorities and women are not under-utilized.
- 3. That, in all solicitations or advertisements for employees placed by it or on its behalf, will state that applicants will be afforded equal opportunity without discrimination because of race, religion, sex, nation's origin or ancestry.
- 4. That it will send to each labour organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labour organization or representative of the contractor's obligations under the Illinois Fair Employment Act and the Commission's Rules and Regulations for Public Contracts. If any such labour organization or representative fails or refuses to cooperate with the contractors in its effort to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency, and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
- 5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects, comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- 6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigating to ascertain compliance with the Illinois Fair Employment Practices Act and the Commissions Rules and Regulations for Public Contracts.
- 7. That it include verbatim or by reference the provisions of paragraph 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contract so that such provisions will be binding upon every such contractor; and that it will also include the provisions of paragraph 1, 5, 6, and 7 in every supply subcontract as defined in section 2.10(a) of the Commissions Rules and Regulations for Public Contract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further, it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commissions in the event any subcontractor declared by the Commission to be non-responsible and thereof ineligible for contract or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations

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

A. **REPORTS:** Within 30 calendar days after Buyer's award to Seller of any contract/subcontract and prior to March 31 thereafter during the performance of work under said subcontract, the Seller and File Standard Form 100 entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such report.

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

7. NOTICES

After contract award, all communications and notices to HACC herein provided for will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contract Administrator by name and address listed on the cover hereof, and to the Housing Authority of the County of Cook, Department of Procurement Services, 175 W. Jackson Blvd., Suite 350, Chicago, Illinois 60604-3042.

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

8. CASH BILLING

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

9. INVOICE/BILLING

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

- 1. Purchase Order Number/Contract Number
- 2. Date of Invoices
- 3. Invoice Number
- 4. Location (s) of Service
- 5. Date of Service
- 6. Daily time sheet(s) for the applicabe month with ASR approvals

Original invoices must be forwarded by the Contractor to the Housing Authority of the County of Cook, Attn: Accounts Payable, 175 W. Jackson Blvd., Suite 350, Chicago, Illinois 60604 (to apply against the contract). Invoices must be submitted within 30 calendar days after completion and acceptance of the work/services.

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

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

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

10. BILL OF LADING

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

- 1. Additionally charges (if any) for extra hours, men or trucks, services (i.e., unusually large amount of snow to move, unusual site conditions, etc.).
- 2. Reason for cancelled service(s) (location not accessible or the HACC cancelled service).

11. PAYMENT TERMS

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

12. **RESPONSIBILITY**

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

13. PRICE ESCALATION

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

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

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

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

14. SUBCONTRACTOR ACCEPTANCE

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

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

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

15. AUDITS

HACC may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that the Contractor or any of its

Subcontractors has overcharged HACC in the audited period, HACC will notify Contractor. Contractor must then promptly reimburse HACC for any amounts HACC has paid Contractor due to the overcharges and also some or all of the costs of the audit, as follows:

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

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

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

16. SEVERABILITY

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

17. FORCE MAJEURE EVENT

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

18. PUBLIC CONVENIENCE

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

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

19. DEEMED INCLUSION

Provisions required by law, ordinances, rules, regulations, or executive orders; including but not limited to the referenced required Housing and Urban Development documents: HUD-5369-B Instruction to Offerors Non-Construction, HUD-5369-C Certifications and Representations of Offerors Non-Constructions Contracts, HUD 5370-C-Section I- General Conditions for Non-Construction Contracts Without Maintenance, W-9 Request for Taxpayer Identification Number and Certification, Prevailing Wage Rate, to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract or, upon application by either party, the Contract will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.

20. NON-APPROPRIATION

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

21. ADDITIONAL INSURANCE REQUIREMENTS

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

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

GENERAL REQUIREMENTS:

Workers Compensation and Employers Liability

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

General Liability/Professional Liability (Primary and Umbrella)

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

Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance as prescribed by applicable State

of Illinois law covering all employees who are to provide a service under this Contract with limits of not less than the State of Illinois statutory limits. The Housing Authority of Cook County is to be named as an additional insured on a primary, non-contributory basis.

Additional Requirements

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

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

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

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

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

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

22. CLEAN UP

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

23. SUBSTITUTION – STANDARDS

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

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

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

24. ENVIRONMENTALLY PREFERABLE PURCHASING PROGRAM

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

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

- Alternative Energy Source
- Bio-Based
- Biodegradable
- Compostable
- High Recycled Content
- Low Toxicity
- Low Volatile Organic Compound (VOC)
- Pollution (air, water, solid waste) Reduction
- Recyclable
- Repairable
- Resource Efficient (water conserving and/or energy efficient)
- Reusable
- Least Adverse Effect on Climate Change
- Sustainable Agriculture Practice

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

25. PREVAILING WAGE RATE

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

26. 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.

27. CONTRACT PERIOD:

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

28. BID PROTEST PROCEDURES

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of the HACC Procurement Policy. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented. An appeal of the Contracting Officer's decision may be made to the Executive Director within 30 days of the date of the decision. An appeal to the Executive Director's decision shall be made in accordance with State Law.

PART IV - TECHNICAL SPECIFICATION

1. <u>SCOPE OF SERVICES</u>

The square footages listed for each location are estimates. The Contractor's responsibility is to familiarize himself with the area of each property's layout and dimensions as well as accessibility, prior to submitting a quotation. By submitting a quotation for these services, the Contractor is deemed to have appropriately assessed each property. No allowances will be granted for conditions which should have been reasonably anticipated by thoroughly examining the site prior to bidding. After the contract award, the Contractor will be required to meet with an authorized representative of HACC to review the sites and areas designated for services.

HOURS

The Contractor must be available and be prepared to provide full Snow Plowing and De-Icing Services twenty-four (24) hours a day, seven (7) days a week, including holidays. Snow Plowing and De-Icing Services shall begin yearly on approximately November 20, 2016 continue through November 19, 2017 for the base contract period.

WEATHER REPORTS

During the snow season, an Authorized Site Representative (ASR) of the Housing Authority of Cook County will call the contractor to request service at each location. The Contractor is not to service either region unless called by an ASR of HACC (a list of ASRs will be distributed at contract award). The Contractor is required to report to the site no more than two hours after request unless another time is mutually agreed upon by the ASR and the Contractor. Contractor should deploy capable personnel and vehicles to site appropriate to weather reports in suburban Cook County broadcast on television, radio, or the internet.

There is to be **NO AUTOMATIC** deployment by the contractor. Subsequent snow removals required due to Contractor's initial poor servicing shall be at the sole cost of Contractor and not at the cost of HACC. Contractors may be required to call the Authorized Site Representative upon arriving to each site and the Contractor will be required to submit time tickets within 48 hours of rendering services to the Authorized Site Representative.

CONTRACTOR'S DESIGNATED CONTACT PERSON

The Contractor must provide the Housing Authority of Cook County an authorized representative with several 24-hour scalable means for getting in contact with the Contractor's 1st Designated Contact Person and an alternate contact person: e.g. – office phone number, cell number, pager number, and mobile e-mail or text messaging of the Contractor's 1st Designated Contact Person and an alternate contact person.

After contract award, but prior to the start of the winter season, the Contractor's Designated Contact Person shall meet with each HACC ASR to review the sites and areas designated for services, and to familiarize themselves with the details of and any specific requirements of the location.

Whenever necessary, the HACC authorized representative must be able to speak, in real-time, to the 1st Designated Contact Person and/or alternate contact person.

RESPONSE & COMPLETION TIME

The Contractor must begin Snow Plowing and De-Icing work within a reasonable amount of time from receiving a service request from the ASR.

CONTRACTOR'S RESPONSIBILITIES

The Contractor must comply with any and all rules, regulations, directions and safety standards while performing snow plowing operations on Housing Authority of Cook County owned property.

The Contractor must maintain daily time sheets signed by the Contractor's supervisor in charge and shall be countersigned by a HACC authorized representative to verify work was actually satisfactorily completed. Daily time sheets shall include, but not be limited to the following information:

- A Pre-Arranged Route Sheet listing the order that sites will be serviced. The Route Sheet must be submitted for approval to the Regional Manager (North/South) or their designee and the Contractor must comply with any revisions as directed by the Regional Manager (North/South) or designee.
- Approximate snow level(s)
- Number of pieces and type of equipment used at each location/site.
- Date and time of arrival at work location/site.
- Date and time of departure from the work location/site.
- Location of work site.
- Identification number and name of operator/service person of the vehicle that worked the location.

The Contractor shall submit a copy of each daily time sheet for the applicable month with all invoices to verify all charges. Each location/site must be listed separately. All timesheets MUST be submitted within 48 hours of service to the relevant site representative.

Contractor's engaged in snow plowing and de-icing operations shall have a supervisor within a reasonable radius of all designated work areas at all times when work is being performed. Reasonable will be determined by the HACC authorized representative.

COMMUNICATIONS

The Contractor must provide a mechanism for the HACC authorized representative to maintain continuous communications with the Contractor's field supervisors, at no additional cost to the Housing Authority. The Contractor must provide radio, cellular phone and/or pager numbers for this purpose. The Contractor's personnel will be available to receive communications through these numbers at least two (2) hours prior and two (2) hours after commencement of services, twenty-four (24) hours a day, seven (7) days a week.

PARAMETERS OF SNOW PLOWING OPERATIONS

The Contractor will be required to clear

- Curb areas, as requested by HACC authorized representative
- Parking lots and adjacent driveways (All snow must be removed from the entire parking lot; **this includes between vehicles that are parked within HACC parking lots.** At no point should the contractor plow snow into the back of parked vehicles, pile snow into parking spaces that are face to face or pile snow in any areas within the HACC property without the approval of the ASR.)
- Sidewalks, service walks, and walkways where feasible and after approval from the HACC authorized representative

DE-ICING

The Contractor will provide snow plowing and de-icing services for the areas they clean including between parked vehicles.

In those instances when both snow plowing and de-icing services are required concurrently, the Contractor will provide the de-icing service immediately following snow plowing in order to prevent further snow, frost and ice build-up in the affected areas.

The following types of de-icing materials may be used, unless otherwise specified and approved by the HACC authorized representative:

- Sodium chloride (rock salt);
- Potassium chloride pellets;
- Calcium chloride pellets;
- Magnesium chloride hexahydrate de-icing crystals;
- Melt down 100 ice melt crystals; or
- Complex chloride granular ice-melt.

Staircases should not be salted in winter. Salt creates an electrolytic reaction that shortens their service life. Shovels or sand/cinder only.

The Contractor must deploy de-icing materials in sufficient quantities necessary to quickly penetrate ice, frost, and snow and attain a bare-pavement condition on the treated surfaces. Failure on the part of the Contractor to attain bare-pavement condition (due to insufficient deployment of de-icing material, but not due to ambient temperatures below the effective range of the de-icing material) will result in non-payment or set-off from any payments due, and may result in default proceedings.

VEHICLE AND EQUIPMENT REQUIREMENTS

Each bidder must include a description of bidder's capacity to perform the work within the timeframe(s) required including but not limited to a listing of all vehicles and equipment necessary to perform the work, proof of ownership, and proper licensing.

Prior to contract award, the bidder may be required to conduct a demonstration of good operating performance of Snow Plowing and De-Icing vehicles and equipment.

Prior to contact award, the bidder must permit inspection of all vehicles and related equipment identified, to assure vehicles and equipment are in good operating condition. The Housing Authority reserves the right to reject any vehicle or equipment that is considered to be in poor operating condition. Furthermore, the bidder, upon HACC request, must provide a sufficient implementation plan describing how the number of vehicles and pieces of equipment will be deployed in order to provide sufficient coverage to provide services for all Snow Plowing and De-Icing locations.

The Contractor will be required to supply, maintain and operate equipment necessary (snow throwers, shovels, Bobcat-like front loading equipment) to keep designated areas free of ice and snow.

STANDARDS OF PERFORMANCE

Contractor shall devote, and shall cause all of its employees and subcontractors, if any, to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all snow plowing and de-icing services effectively, efficiently, and consistently with the best interests and satisfaction of HACC. Contractor shall retain and utilize sufficient staff to assure the most effective and efficient performance of snow plowing and de-icing services. Contractor's employee must possess a current valid driver's license and all vehicle used in connection with the contract must be properly insured.

Contractor shall pay particular attention to speed bumps, culverts, sewer covers, drains, signs, light posts, fences, gates and other obstructions prior to commencement of its operations.

CONTRACTOR EMPLOYEES

The Contractor's personnel shall exercise safe and sound business practices with skill, care and diligence during the performance of services. Contractor shall make certain that all operators are in possession of a valid driver's license. A supervisor must be available to respond to any problems that may arise while work is being performed at a work site. All employees employed by vendor must conduct themselves in a professional manner; professionalism must be displayed with HACC staff as well as residents.

PROTECTION OF WORK, DAMAGES AND REPAIRS

The contractor must use care and diligence when providing snow plowing and de-icing services under this contract. The contractor will be responsible for and shall repair and pay for damages to new and existing structures, landscaping, equipment, and parked vehicles during the course of the work, where such damage is directly due to the services performed under this contract or where such damage is the result of the negligence or carelessness on the part of the contractor, subcontractors, or its employees. The contractor must immediately notify HACC's representative and report the nature and extent of damages prior to making any such necessary repairs.

The contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from any cause whatsoever during performance of the work.

PART V – FORM OF BID

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

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

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

A. CHECKLIST

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

All documents contained in the IFB Statement of Bidders Qualifications References Bid Form	Submittal X X X X X X X	Required	Required
Statement of Bidders Qualifications References	X X X X		
References	X X		
	Х		
Bid Form			
	Х		
Bid to be Executed by Corporation (as applicable)		X	Х
Bid to be Executed by a Partnership (as applicable)	Х	X	Х
Bid to be Executed by a Sole Proprietor (as applicable)	Х	X	Х
Certification of Proposer Regarding Debarment,	Х	X	
Suspension and Other Responsibility Matters			
Certification Regarding Lobbying	Х	X	
Disclosure of Lobbying Activities	Х	X	
Conflicts of Interest	Х	X	
Non-Collusion Affidavit	Х	X	Х
Section 3 – Economic Opportunities for Recipients of	Х		
HUD Assistance – Check Appropriate Box on Form			
Special MBE/WBE Participation Summary Form	Х		
MBE/WBE Subcontractor Affidavit	Х	Х	
Summary of MBE/WBE Subcontractor Participation	Х	Х	Х
Form			
Nature of Disclosing Party Form	Х		
HUD 5369-B Instructions to Offerors Non-Construction	Х		
HUD 5369-C Certifications and Representations of	Х	Х	
Offerors Non-Construction – Make sure all appropriate			
boxes are checked			
HUD 5370-C Section 1- General Conditions for Non-	X		
Construction Contracts	23		
W-9 Request for Taxpayer Identification Number &	X	X	
Certification	1 2		
Certificate of Insurance	X		

B. STATEMENT OF BIDDERS QUALIFICATIONS:

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

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

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

Provide name and address of firm preparing the attached financial statement, and date thereof. If the financial statement identifies a name other than the name of the organization submitting a bid, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary).

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

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C. REFERENCES

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

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

Please complete the following information:

D. BID FORM

THE HOUSING AUTHORITY OF THE COUNTY OF COOK DEPARTMENT OF PROCURMENT SERVICES 175 WEST JACKSON BLVD., SUITE 350 CHICAGO, ILLINOIS 60604 Contact Name: Laverne Parr Phone No.: (312) 542-4653

e-mail address: lparr@thehacc.org

SPECIFICATION NUMBER:	2016-100-017
PROJECT DESCRIPTION:	PHA Wide Snow Removal and De-Icing Services
BID DUE DATE:	Monday, July 18, 2016 by 2:00 p.m. (CST)

The Contractor must furnish all labor, vehicles, equipment, and all other incidental items to properly execute all the required Services.

BASE CONTRACT - ONE (1) YEAR

Unit Price per 1,000 square feet of Snow Removal and De-Icing.

und De Temp.	Base Year - 2016-201				2017			
Approximate Size of Parking Lots(s) & Driveway(s) at Each Location	(in Square Feet)	Up to 2"	Up to 4"	Up to 6"	Up to 8"			
Weighted Average		85%	5%	5%	5%			
Scattered Site Address								
Evanston, IL								
1823 – 1827 Simpson	700	\$	\$	\$	\$			
1421 – 1423 Foster	300	\$	\$	\$	\$			
1512 – 1514 Fowler	300	\$	\$	\$	\$			
2201 – 2213 Crain	600	\$	\$	\$	\$			
1119 – 1121 Dewey	300	\$	\$	\$	\$			
703 – 705 Oakton	300	\$	\$	\$	\$			
707 – 709 Oakton	300	\$	\$	\$	\$			
1818 – 1820 Main	300	\$	\$	\$	\$			
508 – 514 South Boulevard	500	\$	\$	\$	\$			
1941 – 1943 McDaniel Street & 2509 – 2513 McCormick	2000	\$	\$	\$	\$			
1818 Oakton (Units A-C)	500	\$	\$	\$	\$			
1332 Monroe (Units A-B)	300	\$	\$	\$	\$			
1725 Emerson (Units A-B)	300	\$	\$	\$	\$			
2401-2403 Church	300	\$	\$	\$	\$			
1900-1904 Grant	300	\$	\$	\$	\$			
2111 Crawford	300	\$	\$	\$	\$			
2008 Pratt Ct (Units A-B)	300	\$	\$	\$	\$			
2010 Sherman (Units A-D)	600	\$	\$	\$	\$			
Wheeling, IL								
303-305 Fifth Avenue Units	3000	\$	\$	\$	\$			
450 Stone Place	500	\$	\$	\$	\$			
1471-1477 W. Hintz Road	5000	\$	\$	\$	\$			
301 Ninth Street (Units 1A-3B)	9000	\$	\$	\$	\$			
Huntington Apartments 9201 Maryland Ave, Niles	20,000	\$	\$	\$	\$			
Armond King Apartments 9238 Gross Point Road, Skokie	22,500	\$	\$	\$	\$			
Franklin Tower Apartments 9535 Franklin Ave, Franklin Park	21,000	\$	\$	\$	\$			

Jane Perlman Apartments 1900 Sherman St, Evanston	13,500	\$ \$	\$ \$
Henrich House 1301 Ashland Ave, Des Plaines	16,000	\$ \$	\$ \$
Albert Goedke House 215 W. Miner St, Arlington Heights	17,000	\$ \$	\$ \$
Wheeling Tower Apartments 200 N. Milwaukee Ave, Wheeling	17,500	\$ \$	\$ \$
Victor Walchirk Apartments 2300 Noyes Court, Evanston	17,000	\$ \$	\$ \$

SOUTH PROPERTIES LOCATIONS

Approximate Size of Parking Lots(s) & Driveway(s) at Each Location (in Square Feet)		Up to 2"	Up to 4"	Up to 6"	Up to 8"
	Weighted Average	85%	5%	5%	5%
Community					
Daniel Bergen Homes – 16th St & Arnold , Chicago Heights	4,000	\$	\$	\$	\$
John Mackler Homes- 11 th and 5 th Ave, Chicago Heights	9,000	\$	\$	\$	\$
Richard Flowers Homes – 13900 Grace Ave, Robbins	12,600	\$	\$	\$	\$
Sunrise Apartments- 1301 Mason Court, Chicago Heights	16,000	\$	\$	\$	\$
Celine Blake Homes- 14th St and Ellis Ave, Ford Heights	14,000	\$	\$	\$	\$
Vera Yates Homes- 11th St and Berkley Ave, Ford Heights	20,000	\$	\$	\$	\$
Edward Brown Apartments 3210 W. 139th St, Robbins	9,000	\$	\$	\$	\$
Golden Towers I & II 1704-1706 East End Ave, Chicago Heights	15,000 shared parking lot with CMS	\$	\$	\$	\$
Juniper Towers- 350 Juniper St, Park Forest	29,000	\$	\$	\$	\$
Turlington West Apartments- 15306 South Robey St, Harve	y 24,000	\$	\$	\$	\$
	00 shared parking lot with Golden Tower I & II	\$	\$	\$	\$
Summit Senior Housing 7455 W. 63rd Place, Summit	17,000	\$	\$	\$	\$

All Snow removal and De-Icing services will be coordinated with the HACC's Authorized Site Representative at each location.

Bid Submitted by: _____ of _____

Date:_____ Phone Number _____

*Failure to sign Pages(s) in Part V - Section D (Bid Form) and complete EACH line item will result in the entire bid package being deemed non-responsive

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By signing the signature page and submitting this bid, the Contractor acknowledges and agrees to the following: (1) that it has reviewed the Contract Documents and understands and agrees to the terms and conditions contained therein; (2) that this bid, and the prices contained therein shall remain firm if accepted by HACC with 60 days: (3) that the Contractor shall be bound by the terms and conditions of the Contract; and (4) that the Contractor shall perform the Work for the total amount of compensation, based upon the Contractor's bid contained herein.

OPTION YEAR ONE (1)

Unit Price per 1,000 square feet of Snow Removal and De-Icing. Unit Price per 1,000 square feet of Snow Removal and De-Icing.

Approximate Size of Parking Lots(s) & Driveway(s) at Each Location (in Square Feet)		Up to 2"	Up to 4"	Up to 6"	Up to 8"
Weighted Avera	ge	85%	5%	5%	5%
Scattered Site Address					
Evanston, IL					
1823 – 1827 Simpson	700	\$	\$	\$	\$
1421 – 1423 Foster	300	\$	\$	\$	\$
1512 – 1514 Fowler	300	\$	\$	\$	\$
2201 – 2213 Crain	600	\$	\$	\$	\$
1119 – 1121 Dewey	300	\$	\$	\$	\$
703 – 705 Oakton	300	\$	\$	\$	\$
707 – 709 Oakton	300	\$	\$	\$	\$
1818 – 1820 Main	300	\$	\$	\$	\$
508 – 514 South Boulevard	500	\$	\$	\$	\$
1941 – 1943 McDaniel Street & 2509 – 2513 McCormick	2000	\$	\$	\$	\$
1818 Oakton (Units A-C)	500	\$	\$	\$	\$
1332 Monroe (Units A-B)	300	\$	\$	\$	\$
1725 Emerson (Units A-B)	300	\$	\$	\$	\$
2401-2403 Church	300	\$	\$	\$	\$
1900-1904 Grant	300	\$	\$	\$	\$
2111 Crawford	300	\$	\$	\$	\$
2008 Pratt Ct (Units A-B)	300	\$	\$	\$	\$
2010 Sherman (Units A-D)	600	\$	\$	\$	\$
Wheeling, IL					
303-305 Fifth Avenue Units	3000	\$	\$	\$	\$
450 Stone Place	500	\$	\$	\$	\$
1471-1477 W. Hintz Road	5000	\$	\$	\$	\$
301 Ninth Street (Units 1A-3B)	9000	\$	\$	\$	\$
Huntington Apartments 9201 Maryland Ave, Niles	20,000	\$	\$	\$	\$
Armond King Apartments 9238 Gross Point Road, Skokie	22,500	\$	\$	\$	\$
Franklin Tower Apartments 9535 Franklin Ave, Franklin Park	21,000	\$	\$	\$	\$
Jane Perlman Apartments 1900 Sherman St, Evanston	13,500	\$	\$	\$	\$
Henrich House 1301 Ashland Ave, Des Plaines	16,000	\$	\$	\$	\$
Albert Goedke House 215 W. Miner St, Arlington Heights	17,000	\$	\$	\$	\$
Wheeling Tower Apartments 200 N. Milwaukee Ave, Wheeling	g 17,500	\$	\$	\$	\$
Victor Walchirk Apartments 2300 Noyes Court, Evanston	17,000	\$	\$	\$	\$

SOUTH PROPERTIES LOCATIONS

		Option Year One - 2017-2018			
Approximate Size of Parking Lots(s) & Driveway(s) at Each Location (in Square Feet)		Up to 2"	Up to 4"	Up to 6"	Up to 8"
	Weighted Average	85%	5%	5%	5%
Community					
Daniel Bergen Homes – 16 th St & Arnold , Chicago Heights	4,000	\$	\$	\$	\$
John Mackler Homes- 11th and 5th Ave, Chicago Heights	9,000	\$	\$	\$	\$
Richard Flowers Homes – 13900 Grace Ave, Robbins	12,600	\$	\$	\$	\$
Sunrise Apartments- 1301 Mason Court, Chicago Heights	16,000	\$	\$	\$	\$
Celine Blake Homes- 14th St and Ellis Ave, Ford Heights	14,000	\$	\$	\$	\$
Vera Yates Homes- 11th St and Berkley Ave, Ford Heights	20,000	\$	\$	\$	\$
Edward Brown Apartments 3210 W. 139th St, Robbins	9,000	\$	\$	\$	\$
Golden Towers I & II 1704-1706 East End Ave, Chicago Heights	15,000 shared parking lot with CMS	\$	\$	\$	\$
Juniper Towers- 350 Juniper St, Park Forest	29,000	\$	\$	\$	\$
Turlington West Apartments- 15306 South Robey St, Har	vey 24,000	\$	\$	\$	\$
Central Management Office (CMS) 1710 East 3 End Ave, Chicago Heights	,000 shared parking lot with Golden Tower I & II	\$	\$	\$	\$
Summit Senior Housing 7455 W. 63rd Place, Summit	17,000	\$	\$	\$	\$

All Snow removal and De-Icing services will be coordinated with the HACC's Authorized Site Representative at each location.

Bid Submitted by: _____ of _____

Date:_____ Phone Number _____

*Failure to sign Pages(s) in Part V - Section D (Bid Form) and complete EACH line item will result in the entire bid package being deemed non-responsive

If this Bid is submitted by a Joint Venture, each business shall provide the information requested below AND a copy of the Joint Venture Agreement Must Be Included with Your Bid. Failure to provide the Joint Venture Agreement shall result in the Entire Bid Package being deemed Non-Responsive. This Page must be submitted in triplicate and each page must bear an original signature.

By signing the signature page and submitting this bid, the Contractor acknowledges and agrees to the following: (1) that it has reviewed the Contract Documents and understands and agrees to the terms and conditions contained therein; (2) that this bid, and the prices contained therein shall remain firm if accepted by HACC with 60 days: (3) that the Contractor shall be bound by the terms and conditions of the Contract; and (4) that the Contractor shall perform the Work for the total amount of compensation, based upon the Contractor's bid contained herein.

OPTION YEAR TWO (2)

Unit Price per 1,000 square feet of Snow Removal and De-Icing. Unit Price per 1,000 square feet of Snow Removal and De-Icing.

			Two - 2018-2019		
Approximate Size of Parking Lots(s) & Driveway(s) at Each Location (in Square Feet)		Up to 2"	Up to 4"	Up to 6"	Up to 8"
Weighted Average		85%	5%	5%	5%
Scattered Site Address					
Evanston, IL					
1823 – 1827 Simpson	700	\$	\$	\$	\$
1421 – 1423 Foster	300	\$	\$	\$	\$
1512 – 1514 Fowler	300	\$	\$	\$	\$
2201 – 2213 Crain	600	\$	\$	\$	\$
1119 – 1121 Dewey	300	\$	\$	\$	\$
703 – 705 Oakton	300	\$	\$	\$	\$
707 – 709 Oakton	300	\$	\$	\$	\$
1818 – 1820 Main	300	\$	\$	\$	\$
508 – 514 South Boulevard	500	\$	\$	\$	\$
1941 – 1943 McDaniel Street & 2509 – 2513 McCormick	2000	\$	\$	\$	\$
1818 Oakton (Units A-C)	500	\$	\$	\$	\$
1332 Monroe (Units A-B)	300	\$	\$	\$	\$
1725 Emerson (Units A-B)	300	\$	\$	\$	\$
2401-2403 Church	300	\$	\$	\$	\$
1900-1904 Grant	300	\$	\$	\$	\$
2111 Crawford	300	\$	\$	\$	\$
2008 Pratt Ct (Units A-B)	300	\$	\$	\$	\$
2010 Sherman (Units A-D)	600	\$	\$	\$	\$
Wheeling, IL					
303-305 Fifth Avenue Units	3000	\$	\$	\$	\$
450 Stone Place	500	\$	\$	\$	\$
1471-1477 W. Hintz Road	5000	\$	\$	\$	\$
301 Ninth Street (Units 1A-3B)	9000	\$	\$	\$	\$
Huntington Apartments 9201 Maryland Ave, Niles	20,000	\$	\$	\$	\$
Armond King Apartments 9238 Gross Point Road, Skokie	22,500	\$	\$	\$	\$
Franklin Tower Apartments 9535 Franklin Ave, Franklin Park	21,000	\$	\$	\$	\$
Jane Perlman Apartments 1900 Sherman St, Evanston	13,500	\$	\$	\$	\$
Henrich House 1301 Ashland Ave, Des Plaines	16,000	\$	\$	\$	\$
Albert Goedke House 215 W. Miner St, Arlington Heights	17,000	\$	\$	\$	\$
Wheeling Tower Apartments 200 N. Milwaukee Ave, Wheeling	17,500	\$	\$	\$	\$
Victor Walchirk Apartments 2300 Noyes Court, Evanston	17,000	\$	\$	\$	\$

SOUTH PROPERTIES LOCATIONS

		Option Year Two - 2018-2019				
Approximate Size of Parking Lots(s) & Driveway(s) at Each Location (in Square Feet)		Up to 2"	Up to 4"	Up to 6"	Up to 8"	
1	Weighted Average	85%	5%	5%	5%	
Community						
Daniel Bergen Homes – 16 th St & Arnold , Chicago Heights	4,000	\$	\$	\$	\$	
John Mackler Homes- 11th and 5th Ave, Chicago Heights	9,000	\$	\$	\$	\$	
Richard Flowers Homes – 13900 Grace Ave, Robbins	12,600	\$	\$	\$	\$	
Sunrise Apartments- 1301 Mason Court, Chicago Heights	16,000	\$	\$	\$	\$	
Celine Blake Homes- 14th St and Ellis Ave, Ford Heights	14,000	\$	\$	\$	\$	
Vera Yates Homes- 11th St and Berkley Ave, Ford Heights	20,000	\$	\$	\$	\$	
Edward Brown Apartments 3210 W. 139th St, Robbins	9,000	\$	\$	\$	\$	
Golden Towers I & II 1704-1706 East End Ave, Chicago Heights	15,000 shared parking lot with CMS	\$	\$	\$	\$	
Juniper Towers- 350 Juniper St, Park Forest	29,000	\$	\$	\$	\$	
Turlington West Apartments- 15306 South Robey St, Harvey	/ 24,000	\$	\$	\$	\$	
	00 shared parking lot with olden Tower I & II	\$	\$	\$	\$	
Summit Senior Housing 7455 W. 63rd Place, Summit	17,000	\$	\$	\$	\$	

All Snow removal and De-Icing services will be coordinated with the HACC's Authorized Site Representative at each location.

Bid Submitted by: _____ of _____

Date:_____ Phone Number _____

*Failure to sign Pages(s) in Part V - Section D (Bid Form) and complete EACH line item will result in the entire bid package being deemed non-responsive

If this Bid is submitted by a Joint Venture, each business shall provide the information requested below AND a copy of the Joint Venture Agreement Must Be Included with Your Bid. Failure to provide the Joint Venture Agreement shall result in the Entire Bid Package being deemed Non-Responsive. This Page must be submitted in triplicate and each page must bear an original signature.

By signing the signature page and submitting this bid, the Contractor acknowledges and agrees to the following: (1) that it has reviewed the Contract Documents and understands and agrees to the terms and conditions contained therein; (2) that this bid, and the prices contained therein shall remain firm if accepted by HACC with 60 days: (3) that the Contractor shall be bound by the terms and conditions of the Contract; and (4) that the Contractor shall perform the Work for the total amount of compensation, based upon the Contractor's bid contained herein.

OPTION YEAR THREE (3)

Unit Price per 1,000 square feet of Snow Removal and De-Icing. Unit Price per 1,000 square feet of Snow Removal and De-Icing.

		Option Year Three - 2019-2020				
Approximate Size of Parking Lots(s) & Driveway(s) at Each Location (in Square Feet)		Up to 2"	Up to 4"	Up to 6"	Up to 8"	
Weighted Average		85%	5%	5%	5%	
Scattered Site Address						
Evanston, IL						
1823 – 1827 Simpson	700	\$	\$	\$	\$	
1421 – 1423 Foster	300	\$	\$	\$	\$	
1512 – 1514 Fowler	300	\$	\$	\$	\$	
2201 – 2213 Crain	600	\$	\$	\$	\$	
1119 – 1121 Dewey	300	\$	\$	\$	\$	
703 – 705 Oakton	300	\$	\$	\$	\$	
707 – 709 Oakton	300	\$	\$	\$	\$	
1818 – 1820 Main	300	\$	\$	\$	\$	
508 – 514 South Boulevard	500	\$	\$	\$	\$	
1941 – 1943 McDaniel Street & 2509 – 2513 McCormick	2000	\$	\$	\$	\$	
1818 Oakton (Units A-C)	500	\$	\$	\$	\$	
1332 Monroe (Units A-B)	300	\$	\$	\$	\$	
1725 Emerson (Units A-B)	300	\$	\$	\$	\$	
2401-2403 Church	300	\$	\$	\$	\$	
1900-1904 Grant	300	\$	\$	\$	\$	
2111 Crawford	300	\$	\$	\$	\$	
2008 Pratt Ct (Units A-B)	300	\$	\$	\$	\$	
2010 Sherman (Units A-D)	600	\$	\$	\$	\$	
Wheeling, IL						
303-305 Fifth Avenue Units	3000	\$	\$	\$	\$	
450 Stone Place	500	\$	\$	\$	\$	
1471-1477 W. Hintz Road	5000	\$	\$	\$	\$	
301 Ninth Street (Units 1A-3B)	9000	\$	\$	\$	\$	
Huntington Apartments 9201 Maryland Ave, Niles	20,000	\$	\$	\$	\$	
Armond King Apartments 9238 Gross Point Road, Skokie	22,500	\$	\$	\$	\$	
Franklin Tower Apartments 9535 Franklin Ave, Franklin Park	21,000	\$	\$	\$	\$	
Jane Perlman Apartments 1900 Sherman St, Evanston	13,500	\$	\$	\$	\$	
Henrich House 1301 Ashland Ave, Des Plaines	16,000	\$	\$	\$	\$	
Albert Goedke House 215 W. Miner St, Arlington Heights	17,000	\$	\$	\$	\$	
Wheeling Tower Apartments 200 N. Milwaukee Ave, Wheeling	17,500	\$	\$	\$	\$	
Victor Walchirk Apartments 2300 Noyes Court, Evanston	17,000	\$	\$	\$	\$	

SOUTH PROPERTIES LOCATIONS

		Option Year 1	hree - 2019-2020		
Approximate Size of Parking Lots(s) & Driveway(s) at Each Loc	cation (in Square Feet)	Up to 2"	Up to 4"	Up to 6"	Up to 8"
	Weighted Average	85%	5%	5%	5%
Community					
Daniel Bergen Homes – 16 th St & Arnold , Chicago Heights	4,000	\$	\$	\$	\$
John Mackler Homes- 11th and 5th Ave, Chicago Heights	9,000	\$	\$	\$	\$
Richard Flowers Homes – 13900 Grace Ave, Robbins	12,600	\$	\$	\$	\$
Sunrise Apartments- 1301 Mason Court, Chicago Heights	16,000	\$	\$	\$	\$
Celine Blake Homes- 14th St and Ellis Ave, Ford Heights	14,000	\$	\$	\$	\$
Vera Yates Homes- 11th St and Berkley Ave, Ford Heights	20,000	\$	\$	\$	\$
Edward Brown Apartments 3210 W. 139th St, Robbins	9,000	\$	\$	\$	\$
Golden Towers I & II 1704-1706 East End Ave, Chicago Heights	15,000 shared parking lot with CMS	\$	\$	\$	\$
Juniper Towers- 350 Juniper St, Park Forest	29,000	\$	\$	\$	\$
Turlington West Apartments- 15306 South Robey St, Harve	y 24,000	\$	\$	\$	\$
	00 shared parking lot with Golden Tower I & II	\$	\$	\$	\$
Summit Senior Housing 7455 W. 63rd Place, Summit	17,000	\$	\$	\$	\$

All Snow removal and De-Icing services will be coordinated with the HACC's Authorized Site Representative at each location.

Bid Submitted by: _____ of _____

Date:_____ Phone Number _____

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OPTION YEAR FOUR (4)

Unit Price per 1,000 square feet of Snow Removal and De-Icing. Unit Price per 1,000 square feet of Snow Removal and De-Icing.

			Four - 2020-2021		
Approximate Size of Parking Lots(s) & Driveway(s) at Each Location (in	Square Feet)	Up to 2"	Up to 4"	Up to 6"	Up to 8"
Weighted Average		85%	5%	5%	5%
Scattered Site Address					
Evanston, IL					
1823 – 1827 Simpson	700	\$	\$	\$	\$
1421 – 1423 Foster	300	\$	\$	\$	\$
1512 – 1514 Fowler	300	\$	\$	\$	\$
2201 – 2213 Crain	600	\$	\$	\$	\$
1119 – 1121 Dewey	300	\$	\$	\$	\$
703 – 705 Oakton	300	\$	\$	\$	\$
707 – 709 Oakton	300	\$	\$	\$	\$
1818 – 1820 Main	300	\$	\$	\$	\$
508 – 514 South Boulevard	500	\$	\$	\$	\$
1941 – 1943 McDaniel Street & 2509 – 2513 McCormick	2000	\$	\$	\$	\$
1818 Oakton (Units A-C)	500	\$	\$	\$	\$
1332 Monroe (Units A-B)	300	\$	\$	\$	\$
1725 Emerson (Units A-B)	300	\$	\$	\$	\$
2401-2403 Church	300	\$	\$	\$	\$
1900-1904 Grant	300	\$	\$	\$	\$
2111 Crawford	300	\$	\$	\$	\$
2008 Pratt Ct (Units A-B)	300	\$	\$	\$	\$
2010 Sherman (Units A-D)	600	\$	\$	\$	\$
Wheeling, IL					
303-305 Fifth Avenue Units	3000	\$	\$	\$	\$
450 Stone Place	500	\$	\$	\$	\$
1471-1477 W. Hintz Road	5000	\$	\$	\$	\$
301 Ninth Street (Units 1A-3B)	9000	\$	\$	\$	\$
	L. L				
Huntington Apartments 9201 Maryland Ave, Niles	20,000	\$	\$	\$	\$
Armond King Apartments 9238 Gross Point Road, Skokie	22,500	\$	\$	\$	\$
Franklin Tower Apartments 9535 Franklin Ave, Franklin Park	21,000	\$	\$	\$	\$
Jane Perlman Apartments 1900 Sherman St, Evanston	13,500	\$	\$	\$	\$
Henrich House 1301 Ashland Ave, Des Plaines	16,000	\$	\$	\$	\$
Albert Goedke House 215 W. Miner St, Arlington Heights	17,000	\$	\$	\$	\$
Wheeling Tower Apartments 200 N. Milwaukee Ave, Wheeling	17,500	\$	\$	\$	\$
Victor Walchirk Apartments 2300 Noyes Court, Evanston	17,000	\$	\$	\$	\$

SOUTH PROPERTIES LOCATIONS

		Option Year F	Four - 2020-2021		
Approximate Size of Parking Lots(s) & Driveway(s) at Each L	ocation (in Square Feet)	Up to 2"	Up to 4"	Up to 6"	Up to 8"
	Weighted Average	85%	5%	5%	5%
Community					
Daniel Bergen Homes – 16 th St & Arnold , Chicago Heights	4,000	\$	\$	\$	\$
John Mackler Homes- 11th and 5th Ave, Chicago Heights	9,000	\$	\$	\$	\$
Richard Flowers Homes – 13900 Grace Ave, Robbins	12,600	\$	\$	\$	\$
Sunrise Apartments- 1301 Mason Court, Chicago Heights	16,000	\$	\$	\$	\$
Celine Blake Homes- 14th St and Ellis Ave, Ford Heights	14,000	\$	\$	\$	\$
Vera Yates Homes- 11th St and Berkley Ave, Ford Heights	20,000	\$	\$	\$	\$
Edward Brown Apartments 3210 W. 139th St, Robbins	9,000	\$	\$	\$	\$
Golden Towers I & II 1704-1706 East End Ave, Chicago Heights	15,000 shared parking lot with CMS	\$	\$	\$	\$
Juniper Towers- 350 Juniper St, Park Forest	29,000	\$	\$	\$	\$
Turlington West Apartments- 15306 South Robey St, Han	vey 24,000	\$	\$	\$	\$
Central Management Office (CMS) 1710 East 3 End Ave, Chicago Heights	,000 shared parking lot with Golden Tower I & II	\$	\$	\$	\$
Summit Senior Housing 7455 W. 63rd Place, Summit	17,000	\$	\$	\$	\$

All Snow removal and De-Icing services will be coordinated with the HACC's Authorized Site Representative at each location.

Bid Submitted by: _____ of _____

Date:_____ Phone Number _____

*Failure to sign Pages(s) in Part V - Section D (Bid Form) and complete EACH line item will result in the entire bid package being deemed non-responsive

If this Bid is submitted by a Joint Venture, each business shall provide the information requested below AND a copy of the Joint Venture Agreement Must Be Included with Your Bid. Failure to provide the Joint Venture Agreement shall result in the Entire Bid Package being deemed Non-Responsive. This Page must be submitted in triplicate and each page must bear an original signature.

By signing the signature page and submitting this bid, the Contractor acknowledges and agrees to the following: (1) that it has reviewed the Contract Documents and understands and agrees to the terms and conditions contained therein; (2) that this bid, and the prices contained therein shall remain firm if accepted by HACC with 60 days: (3) that the Contractor shall be bound by the terms and conditions of the Contract; and (4) that the Contractor shall perform the Work for the total amount of compensation, based upon the Contractor's bid contained herein.

SIGNATURE PAGE

PROPOSER:	
	By:
	(Printed Name)
	(Signature)
	(Title)
STATE OF	
COUNTY OF	
This instrument was acknowledged before me on (name/s of person	
authority, e.g., officer, trustee, etc.) of	(name of party on behalf of
Notary Public Signature:(Seal)	
Commission Expires:	
AUTHORITY:	Housing Authority of the County of Cook
By:	Sign
	Print Name

Date

E. BID TO BE EXECUTED BY A CORPORATION

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

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

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

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

The undersigned affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose. Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this bid or any other bid, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

NAME OF CORPORATION:	
	(Print or Type)
SIGNATURE OF PRESIDENT*:	
	(Or Authorized Officer)
TITLE OF SIGNATORY:	· · · · · · · · · · · · · · · · · · ·
	(Print or Type)
BUSINESS ADDRESS:	· · · · ·
	(Print or Type)

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

ATTEST:	
Corporate Secretary Signature	
	(Affix Corporate Seal)
State of	
County of	
	re me on this <u>day of</u> , 2016 by or other authorized officer) and
as Secretary of (Corporation Name).
•	(Notary Public Seal)
Notary Public Signature:	
Commission Expires:	

F. BID TO BE EXECUTED BY A PARTNERSHIP

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

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

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

Addendum No	dated	Addendum No	dated
Addendum No	dated	Addendum No	dated
Addendum No	dated	Addendum No	dated

The undersigned affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this bid, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose. Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this bid or any other bid, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

BUSINESS NAME: _____

(Print or Type)

BUSINESS ADDRESS: _____

(Print or Type)

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

Registration Number: _

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

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

Partner Signature: _____

Address: _____

State of _____

County of _____

Subscribed and sworn to before me by each of the foregoing individuals this _____ day of _____, 2016.

Notary Public Signatu	ire:
2 0	

Commission Expires: _____ (Notary Public Seal)

G. BID TO BE EXECUTED BY A SOLE PROPRIETOR

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

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

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

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

The undersigned affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this bid, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose. Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this bid or any other bid, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

SIGNATURE OF PROPRIETOR:

(Signature)

DOING BUSINESS AS: _____

(Print or Type)

BUSINESS ADDRESS: _____

(Print or Type)

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

Registration Number: _____

 State of ______

 County of ______

This instrument was acknowledged before me on this ____ day of _____, 2016 by _____ (name/s of person/s)

Notary Public Signature: ______

Commission Expires: _____

H. BID ACCEPTANCE

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

Total Amount of Contract: \$_____

Executive Director

Contract Awarded on this _____ day of _____, 2016

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

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

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

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

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

Date: _____

PROPOSER:

By:

(Printed Name)

(Signature)

(Title)

J. CERTIFICATION REGARDING LOBBYING

(Name and Title of Authorized Official)

Hereby Certify on Behalf of {_____} that:

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

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

Date: _____

I, ___

PROPOSER: _______By: ______(Printed Name) _______(Signature)

(Title)

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the date needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency. 1. Type of Federal Action: 2. Status of Federal Action: 3. Report Type: a. bid/offer/application a. contract a. initial filing b. initial award b. material change b. grant _c. cooperative agreement _c. post-award For Material Change Only ___d. loan year____quarter___ ___e. loan guarantee date of last report f. loan insurance 4 Name and Address of Reporting Entity: 5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime. _Prime____Subawardee Tier_____, if known: Congressional District, if known: Congressional District, if known: 6. Federal Department/Agency: Federal Program Name/Description: 6. CFDA Number, if applicable: 8. Federal Action Number, if known: 9. Award Amount, if known: \$ 10a. Name and Address of Lobbying Registrant b. Individuals performing services (Include address if (If individual, last name, first name, MI): different from No. 10a) (last name, first name, MI): I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Signature Print Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a Name_____ material representation of fact upon which reliance was placed by the Title:____ above when this transaction was made entered into. This disclosure is Telephone No.:_____ required pursuant to 31 U.SA.C. 1352. This information will be Date: reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Federal Use Only Authorized for Local Reproduction Standard Form LLL (1/96)

L. CONFLICTS OF INTEREST

(Proposer) {_____} certifies that:

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

Date:	_ PROPOSER:		_
	By:	(Printed Name)	_
		(Signature)	_

(Title)

M. NON-COLLUSIVE AFFIDAVIT

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

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

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

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

(Seal)

County of	
State of	
Acknowledged under oath on (date)	
Before me by	
	rinted Name)
(Signature)	
As (title)	
Of (firm)	
Notary Public Signature:	
Commission expires:	

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

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

SECTION 3 CLAUSES

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labour organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labour organization or worker's representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicant for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the Services shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Subcontractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted Contracts.
- G. With respect to Services performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the Services to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of Contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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

OPTIONS FOR SECTION 3 COMPLIANCE:

Employment of Qualified Residents

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

Paying into the Resident Training Program

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

0.	SPECIAL MBE/WBE PARTICIPATION SUMMARY FORM		
Instructions: This form is to be completed by the Bidder as statement of self-certification of MBE/WBE Participation under this Contract.			
1.	SMALL BUSINESS PARTICIPATION		
	Is the Vendor a Small Business as defined by the size standards in 13 CFR 121?		
2.	MINORITY BUSINESS PARTICIPATION		
	Is the Vendor classified as a Minority Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?		
	MINORITY TYPE:African AmericanNative AmericanFemale African AmericanHispanicFemale Native AmericanAsianFemale AsianOther:Female White American		
	If "No", are any Subcontractors classified as Minority Business Enterprises?		
	(MBE) SUBCONTRACTOR'S FIRM CONTRACT \$ VALUE % OF FEE		
3.	WOMEN-OWNED BUSINESS PARTICIPATION		
	Is the Vendor classified as a Woman-Owned Business Enterprise as defined in Art.2, Part C, of HUD-5369- C?		
	If "No", are any Subcontractors classified as Women-Owned Business Enterprises?		
	If "Yes", please fill in the following information:		
	(WBE) SUBCONTRACTOR'S FIRM CONTRACT \$ VALUE % OF FEE		
	ψ/0		

P. MBE/WBE SUBCONTRACTOR AFFIDAVIT

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

Specification Number:

Project Description:

From:

(Name of MBE/WBE Firm)

MBE:	Yes [] No [
WBE:	Yes [] No [

Name of Prime Contractor – To:

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

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

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

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

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

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

Name /Title (Print)

Phone

Fax/Email

Q. SUMMARY OF MBE/WBE SUBCONTRACTOR PARTICIPATION FORM

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

Specification Number:

Project Description:

State of (_____)

County (City) of (_____)

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

(Name of Contractor)

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

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

4. Direct Participation of MBE/WBE Firms

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

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

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

MBE/WBE Subcontractors/Suppliers/Consultants:

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

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

Attach additional sheets as needed.

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

10. Indirect Participation of MBE/WBE Firms

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

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

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

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

Attach additional sheets as needed.

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

16. Summary of MBE/WBE Firms Proposed

MBE Direct Participation (from Section I):

MBE Firm Name of Participation	Dollar Amount of Participation	
	_ \$ _ \$	0/
	_ \$ \$ \$	% % %
Total Direct MBE Participation:	\$\$	
MBE Indirect Participation (from Secti	on II):	
MBE Firm Name of Participation	Dollar Amount of Participation	
	_ \$	
	_ \$ _ \$	%
	_ \$ _ \$	% %
Total Indirect MBE Participation:	\$	%

WBE Direct Participation (from Section I):

WBE Firm Name of Participation	Dollar Amount of Participation	Percent of Participation	Amount
-		-	
	_ \$	%	
	_ \$	%	
	_ \$	%	
Total Direct WBE Participation:	\$	%	
WBE Indirect Participation (from Sect	ion II):		
WBE Firm Name	Dollar Amount	Percent	Amount
of Participation	of Participation	of Participation	
	\$	%	
	\$	%	
	_ \$	%	
Total Indirect WBE Participation:	\$		%
To the best of my knowledge, information true, and no material facts have been omitt The Contractor designates the following pe	ed.	-	
Name:			
I do solemnly declare and affirm under pe correct, and that I am authorized, on behalt	nalties of perjury that the co f of the Contractor, to make t	ntents of the forego this affidavit.	bing document are true and
		(Signature)	(Date)
State of			
County of			
This instrument was acknowledged before	me on	(date)	
by			
as (type	-		
of (name o	f party on behalf of whom in	nstrument was exec	uted).
Notary Public Signature:			
	(Seal)		
Commission Expires:			

R. NATURE OF DISCLOSING PARTY FORM

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

1.	NATURE OF THE DISC	LOSING PARTY:	
	Individual	Limited liability company	
	Publicly registered business corporation	Limited liability partnership	
	Privately held business corporation	Joint venture	
	Sole proprietorship	Not-for-profit corporation	
	General partnership	(Is the not-for-profit corporation	
	 Limited partnership Trust 	also a 501 $\mathbb{O}(3)$? Yes No	
	 Other (please specify) 		
2.	NAME OF DISCLOSING PARTY:		
	Address:		
	Floor/Suite:		
	City:		
	State:		
	Zip Code:		
	Phone #:		
	Fax #:		
	Email:		
	REMIT TO INFORMATION (If different from abo	ve.)	
	NAME OF DISCLOSING PARTY:		
	Address:		
	Floor/Suite:		
	City:		
	State:		
	Zip Code:		
	Phone #:		
	Fax #:		
	Email:		
3.	Please identify the state or foreign country of incorpor	ration or organization if applicable	
	rease rachary are suce or rereign country or meorpor	alon of organization, it approvate.	
4	For level antitics and anonical in the State of Illinois	has the anomination maintained to de having a	
4.	For legal entities not organized in the State of Illinois		
	State of Illinois as a foreign entity?	Yes No	N/A
5.	Please list below the full names and titles of all Execu		
	there are no such members, write "NO MEMBERS	5". For trusts, estates or other similar entities, list	t
	below the legal titleholder(s).		
	Name	Title	

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

Name	Business Address	Percentage Interest in the Disclosing Party
S.S. # OR TAX I	D#:	*1099 EMPLOYEE:
	RADES your firm provides:	
5		
6		
7		

7.

8.