

**PROJECT NAME: INVITATION FOR BIDS
FOR REHABILITATION OF
EVANSTON SENIOR
REDEVELOPMENT, LLC
PROPERTIES**

SPECIFICATION No.: 2014-100-028
DATE OF SOLICITATION: April 17, 2014 (3rd Amended
May 9, 2014)
Pre-Bid Conference: April 24, 2014 at 10:00 A.M.
Question Due Date: May 16, 2014 AT 2:00 P.M.
SUBMISSION DEADLINE: May 27, 2014 AT 2:00 P.M.

**ALL BIDS AND OTHER COMMUNICATIONS
MUST BE ADDRESSED AND RETURNED TO:**

Evanston Senior Redevelopment, LLC.
c/o Housing Authority of Cook County
Department of Procurement Services
175 West Jackson Boulevard, Suite 350
Chicago, Illinois 60604

ATTENTION: Patrick Curtin, Contract Compliance Officer

CONTACT: Patrick Curtin, *Contract Compliance Officer*

All formal communication shall be directed to **E-MAIL:** pcurtin@thehacc.org

PHONE: 312-542-4725 for *perfunctory non-binding inquires only.*

Bids must clearly indicate the name of the project, ("**Invitation for Bid of Evanston Senior Redevelopment, LLC**"), the Specification Number ("**2014-100-028**") and the time and date of delivery. The name and the address of the Bidder must be clearly printed on all correspondence.

Bids will be accepted at Evanston Senior Redevelopment LLC., c/o the Housing Authority of Cook County, 175 W. Jackson Blvd. Suite 350, Chicago, Illinois 60604 until **2:00 p.m. (CST), MAY 27, 2014.**

PRE-BID CONFERENCE

Date, Time and Location:

April 24, 2014, 10:00 am
Jane R. Perlman Apartments
1900 Sherman Ave.
Evanston, IL 60201
Attendance is not Mandatory

SITE-VISIT/WALK THROUGH

Date, Time, and Location:

April 24th and 25th, 2014

Please contact the North Region Director,
Mr. Darrick Shafer at (312) 542-4739 or (312)
446-3728 to schedule walk-through inspections.

PROJECT DEADLINES

Deadline for Questions:

Friday, May 16, 2014 at 2:00 p.m.

Bid Submission Deadline:

Tuesday, May 27, 2014 at 2:00 p.m.

BID ADDRESSEE INFORMATION:

Patrick Curtin
Contract Compliance Officer
Evanston Senior Redevelopment, LLC. c/o
Housing Authority of Cook County
175 West Jackson Boulevard, Suite 350
Chicago, IL 60604

From: Contact Name, Title
Bidder's Name (Firm Name)
Address
Specification Name and Number
Date and Hour Deadline
Contract Administrator

If more than one envelope/box shall be used to deliver the package, both envelopes/boxes **MUST** clearly indicate the required information.

BIDDERS SHALL SUBMIT ONE (1) COMPLETE ORIGINAL BID PACKAGE, FIVE (5) HARD COPIES AND SIX (6) ELECTRONIC COPIES

RICHARD J. MONOCCHIO
President of Evanston Senior Redevelopment, LLC.

PROJECT INFORMATION

INTRODUCTION & BACKGROUND

INTRODUCTION

Evanston Senior Redevelopment, LLC (ESR), hereby requests bids from qualified Firms (Contractors) to provide Property Rehabilitation Services for EVANSTON SENIOR REDEVELOPMENT, LLC.

The objective of this Invitation for Bids (IFB) is to solicit the specified services and enter into a contract with a qualified firm to provide Property Rehabilitation Services for EVANSTON SENIOR REDEVELOPMENT, LLC. This IFB, as amended May 9, 2014, 2014, supersedes prior IFBs.

The Bidder's response to this Invitation for Bids (IFB) shall include all attachments and any additional requested documentation noted in this IFB. Said response shall constitute the Agreement (or Contract). By signing this Agreement, EVANSTON SENIOR REDEVELOPMENT, LLC accepts the Agreement and it shall be binding on both parties.

BACKGROUND

EVANSTON SENIOR REDEVELOPMENT, LLC is a Limited Liability Company, created for the purpose of acquiring and operating low income affordable housing at Jane R. Perlman Apartments and Victor Walchirk Apartments, in Evanston, IL.

The United States Department of Housing and Urban Development ("HUD") provides partial funding for this work and ESR expects the project to qualify for the Low Income Housing Tax Credit, all work performed must be in compliance with all rules and regulations of these programs, and all other applicable Federal and State regulations including, but not limited to, Rehabilitation Act of 1973 (Section 504), Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS), Davis-Bacon and AFL/CIO wage requirements, Environmental Protection Agency rules and regulations, HUD's Modernization Design Standards and Federal procurement requirements. In addition to the Federal laws, rules and regulations, all work must also be performed in compliance with state, county and local laws and regulations.

For additional information about EVANSTON SENIOR REDEVELOPMENT, LLC and our programs, please visit our website at www.thehacc.org .

BUILDING PROFILE

EVANSTON SENIOR REDEVELOPMENT, LLC will own and operate two Senior/Disabled residences shown below.

Jane R. Perlman	1900 Sherman	Evanston, IL	60201	Senior/Disabled Residence
Victor Walchirk	2300 Noyes Court	Evanston, IL	60201	Senior/Disabled Residence

TABLE OF CONTENTS

PART I DEFINITIONS

PART II SPECIAL CONTRACT PROVISIONS

1. Downloadable Documents
2. Execution of Bid Documents
3. Submission of Bids
4. Liability
5. Indemnification
6. Restrictions
7. General Contractor
8. General Contractor License Requirement
9. Equal Employment Opportunity Compliance
10. Notices
11. Cash Billing
12. Responsibility
13. Subcontractor Acceptance
14. False Statements
15. Audits
16. Severability
17. Force Majeure Event
18. Public Convenience
19. Deemed Inclusion
20. Modifications and Changes
21. Contract Term and Extension Options
22. Termination
23. Non-Appropriation
24. Additional Insurance Requirements
25. Clean-Up
26. Substitutions – Standards
27. Pre-Award Meeting
28. Environmentally Preferable Purchasing Program
29. Scope of Work
30. Hours of Service
31. Section 3 – Compliance
32. Bid Bond
33. Precedence of Contract Documents
34. Bid Preparation
35. Performance and Payment Bond
36. As-Built Drawings
37. Bid Opening
38. Award: Contract Award - Sealed Bidding - Construction
39. Notice to Proceed
40. Completion Schedule
41. Damages for Delay
42. Funding

PART III FORM OF BID

- A. Checklist**
- B. Statement of Bidders Qualifications**
- C. References**
- D. Bid Form**
- E. Bid to be executed by a Corporation**
- F. Bid to be executed by a Partnership**
- G. Bid to be executed by a Sole Proprietor**
- H. Bid Acceptance**
- I. Certification of Bidder Regarding Debarment, Suspension & Other Responsibility Matters**
- J. Certification Regarding Lobbying**
- K. Instructions for Completion of SF-LL – Disclosure of Lobbying Activities & Form SF-LL – Disclosure of Lobbying Activities**
- L. Conflicts of Interest**
- M. Non-Collusive Affidavit**
- N. Section 3 – Economic Opportunities for Recipients of HUD Assistance**
- O. Special MBE/WBE Participation Summary Form**
- P. MBE/WBE Subcontractor Affidavit Form**

PART IV HUD & OTHER APPLICABLE FORMS

- A. HUD-5369 Instructions to Bidders for Contracts Public and Indian Housing Programs
- B. HUD-5369-A Representations, Certifications, and Other Statements of Bidders Public Housing
- C. HUD-5370-EZ General Conditions of the Contract for Construction Public Housing
- D. W-9 Requests for Taxpayer Identification Number & Certification

PART V CURRENT APPLICABLE WAGE DETERMINATION

- A. Current Davis-Bacon Wage Decision

PART VI SCOPE OF SERVICES

- A. Scope of Services

PART I - DEFINITIONS

Wherever applicable in this 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 Housing Authority of Cook County (HACC);

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

“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 ESR;

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

“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;

“Closing” means transfer of ownership of the project buildings from HACC to ESR, expected to occur on or before November 10, 2014;

“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 ESR and a Selected 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 Documents” are referred to in this Invitation for Bids and as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof; Contract documents also include the documents drawings, specifications and project manual related to this project posted on the Housing Authority of Cook County's Website: <http://thehacc.org> and https://nahro.economicengine.com/requests.html?company_id=25898&nocache=8586242. Contract Documents do not include plans for the original construction of the buildings subsequent modifications to the project or as-built drawings.

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

“Contracting Officer” means an official authorized by ESR to enter into and/or administer contracts and make related determinations and findings;

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

“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 Cook County, and any representative duly authorized in writing to act on the Director's behalf;

“Drawings and Specifications” means the drawings and specifications appearing on the Housing Authority of Cook County's Website: <http://thehacc.org> and https://nahro.economicengine.com/requests.html?company_id=25898&nocache=8586242.

“ESR” means Evanston Senior Redevelopment, LLC., that is a subsidiary of OneVision Housing, LLC., that itself is managed by the Housing Authority of Cook County (HACC);

“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);

“General Conditions” means General Conditions for Construction Contracts – Public Housing Programs, form HUD-5370 (01/20/13);

“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;

“IFB” means this Invitation for Bids.

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

“Payment and Performance Bond” means a bond or guarantee that Contractor will successfully complete the work consistent with the requirements of the bid specifications and will pay any and all subcontractors and suppliers for materials and services rendered in connection with the project;

“President” means Richard J. Monocchio, President of ESR;

“Pre-Bid Conference” means the meeting scheduled by ESR to discuss requirements under this IFB as set for on the cover hereto;

“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, also known as the IFB;

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

“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, invoiced, and at the conclusion of any and all warranties for all services provided;

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

“Services” means the services to be performed for the ESR 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;

“Special Conditions” means Part II of this IFB entitled “Part II Special Contract Provisions”;

“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 ESR, its architects and its construction manager;

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

“Work” means the interior and exterior renovation pursuant to the scope of work, bid specifications and drawings;

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

PART II - SPECIAL CONTRACT PROVISIONS

1. DOWNLOADABLE DOCUMENTS

The bidder is responsible for checking the HACC's website on behalf of EVANSTON SENIOR REDEVELOPMENT, LLC for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the HACC's website will not relieve the bidder from being bound by any additional terms and/or conditions in the clarification and/or addenda. Neither the HACC, nor OneVision Housing, LLC, nor EVANSTON SENIOR REDEVELOPMENT, LLC will be responsible for bidder's failure to consider additional information contained therein in preparing the bid.

If the IFB was downloaded from the HACC's website instead of picking up a hard copy from the office of EVANSTON SENIOR REDEVELOPMENT, LLC, the bidder should contact the Contract Administrator shown on the solicitation Cover Page by phone or email or by faxing a copy of a business card (include e-mail address) to the attention of the Contract Administrator at (312) 542-4725 in order to register your company as a document holder for this bid solicitation.

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

2. EXECUTION OF BID DOCUMENTS

If bidder is a corporation, the President and Secretary must execute the bid and the corporate seal must be affixed. In the event that this bid is executed by other than the President, the bidder shall attach a certified copy of the section of its Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer on behalf of 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 President 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 the entity is 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. SUBMISSION OF BIDS

All prospective bidders must submit bids and bid bonds enclosed in sealed envelope(s) addressed to: Evanston Senior Redevelopment, LLC, c/o Housing Authority of Cook County, Department of Procurement Services, 175 W. Jackson Boulevard, Suite 350, Chicago, Illinois 60604.

All bond documents and envelopes for mailing MUST carry the following information on the face of envelope: Bidder's Name, Address, Specification Name, Specification Number, date and hour designated for bid opening as shown on the legal advertisement or otherwise noted in an official addendum. If more than one envelope will be used to deliver the bid (i.e. brown Kraft envelope inside a Federal Express envelope) then both envelopes MUST clearly indicate the required information.

4. 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.

5. INDEMNIFICATION

Contractor must defend, indemnify, keep and hold harmless EVANSTON SENIOR REDEVELOPMENT, LLC, 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. ESR's exercise of its rights and remedies under this Contract; and
5. Injuries to or death of any employee of Contractor or any Subcontractor whether under the Illinois Workers Compensation Act or any other tort or contractual claims as may arise.

"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, settlements, or administrative adjudication 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 EVANSTON SENIOR REDEVELOPMENT, LLC's option, Contractor must defend all suits brought against ESR, OneVision Housing, LLC, and/or HACC and shall pay all costs and expenses incidental to them, but EVANSTON SENIOR REDEVELOPMENT, LLC 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 EVANSTON SENIOR REDEVELOPMENT, LLC, if the settlement requires any action on the part of EVANSTON SENIOR REDEVELOPMENT, LLC.

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)). EVANSTON SENIOR REDEVELOPMENT, LLC, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

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

6. RESTRICTIONS

No member, officer, or employee of the EVANSTON SENIOR REDEVELOPMENT, LLC or former member, or employee of the EVANSTON SENIOR REDEVELOPMENT, LLC who ceased to be a member, officer or employee within one (1) year shall voluntarily acquire any interest, direct or indirect, in any property included or planned to be included in this Contract or any subcontract relating to this 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 EVANSTON SENIOR REDEVELOPMENT, LLC. Upon any such disclosure a member, officer, or employee shall not participate in any action by the EVANSTON SENIOR REDEVELOPMENT, LLC relating to the property or Contract in which he/she may have any such interest.

7. GENERAL CONTRACTOR

Contractor shall be qualified and capable to participate, direct, and complete the restoration and rehabilitation of high rise and low- rise residential buildings. Such qualifications shall include the ability to demonstrate its competency and experience in high profile construction for Low Income Housing Tax Credit (LIHTC) projects. The Contractor must also establish their experience in meeting time sensitive deadlines, closely following all bid specifications and design drawings, and completing said work strictly within the price line of its bid submission.

The Contractor may meet these requirements individually within its own personnel, or by joint venture or by sub-contracting with qualified vendors capable of meeting the same demands.

8. GENERAL CONTRACTOR LICENSE REQUIREMENT

No person shall own, operate, conduct, manage, engage in, maintain or carry on the business of general contractor without first having obtained a general contractor license. The general contractor license shall be in addition to any other license required by law, including, but not limited to, the home repairs license and the excavators license if applicable. Contractors must be duly licensed by any State and local governmental authority including but not limited to the City of Evanston.

9. 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, and the contract may be cancelled or voided, in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

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.

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.

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, national origin or ancestry.

That it will send to each labor 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 labor organization or representative of the contractor's obligations under the Illinois Fair Employment Act and the Commission's Rules and Regulations for Public Contracts. Contractor and its sub-contractors must maintain a labor contract with each of the related trade unions for the duration of the project consistent with the AFL/CIO "Certification of Borrower and Contractor" executed in consideration of the AFL/CIO's project financing.

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 ESR, 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.

That it will permit access to all relevant books, records, accounts and work sites by personnel of ESR, 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 Commission's Rules and Regulations for Public Contracts.

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 Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every member of any joint venture or subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further, it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commissions in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contract or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

A. REPORTS: Within thirty (30) calendar days after ESR's award to Contractor of any contract/subcontract and prior to commencement of construction, contractors shall submit a Standard Form 100 entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Contractor has either filed such report within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file such report.

B. PRIOR REPORTS: If Contractor has participated in a 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, Contractor shall provide similar evidence of its 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: Contractor 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. Contractor 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 ten thousand dollars (\$10,000.00), which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES.** A certification on Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding ten thousand dollars (\$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 one hundred twenty (120) calendar days after receipt of any subcontract in the amount of fifty thousand dollars (\$50,000.00) or more from Contractor, if it has fifty (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. Contractor will also require its lower-tier subcontractors who have fifty (50) or more employees and receives a subcontract of fifty thousand dollars (\$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. Contractor 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.

10. NOTICES

After contract award, all communications and notices to EVANSTON SENIOR REDEVELOPMENT, LLC herein provided for will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contract Administrator, Patrick Curtin at ESR c/o Housing Authority of Cook County, Department of Procurement Services, 175 W. Jackson Blvd., Suite 350, Chicago, Illinois 60604-3042, or by email to pcurtin@thehacc.org.

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.

11. CASH BILLING

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

12. RESPONSIBILITY

Neither Evanston Senior Redevelopment, LLC, nor OneVision Housing, LLC, nor the HACC will be responsible for any products, materials or services delivered or rendered beyond the scope of bid specifications and design drawings without prior approval of ERS.

13. SUBCONTRACTOR ACCEPTANCE

The Contractor must submit at time of Bid, and for EVANSTON SENIOR REDEVELOPMENT, LLC'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 President. The subcontracting of the services or work or any portion thereof without the prior written consent of the President will be null and void. The Contractor will not make any substitution of a Subcontractor without the written consent of the President. The substitution of a Subcontractor without the prior written consent of the President will be null and void. The President'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 President, 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 President, discharge or otherwise remove such Subcontractor.

14. FALSE STATEMENTS

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update information/documentation, as well as in any other affidavits, statements or Contract documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of EVANSTON SENIOR REDEVELOPMENT, LLC, notwithstanding any prior review or acceptance by EVANSTON SENIOR REDEVELOPMENT, LLC of any materials containing such a misrepresentation. In addition, EVANSTON SENIOR REDEVELOPMENT, LLC may debar Contractor, assert any Contract claims or seek other civil or criminal remedies as a result of a misrepresentation.

15. AUDITS

EVANSTON SENIOR REDEVELOPMENT, LLC may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five (5) years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that the Contractor or any of its Subcontractors has overcharged EVANSTON SENIOR REDEVELOPMENT, LLC in the audited period, EVANSTON SENIOR REDEVELOPMENT, LLC will notify

Contractor. Contractor must then promptly reimburse EVANSTON SENIOR REDEVELOPMENT, LLC for any amounts EVANSTON SENIOR REDEVELOPMENT, LLC 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 EVANSTON SENIOR REDEVELOPMENT, LLC representing less than five percent (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 EVANSTON SENIOR REDEVELOPMENT, LLC for fifty percent (50%) of the cost of the audit and fifty percent (50%) of the cost of each subsequent audit that EVANSTON SENIOR REDEVELOPMENT, LLC conducts;

B. If, however, the audit has revealed overcharges to EVANSTON SENIOR REDEVELOPMENT, LLC representing five percent (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 EVANSTON SENIOR REDEVELOPMENT, LLC for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse EVANSTON SENIOR REDEVELOPMENT, LLC in accordance with A or B above is an event of default under this Contract, and Contractor will be liable for all of EVANSTON SENIOR REDEVELOPMENT, LLC'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 ERS, nor OneVision Housing, LLC, nor the HACC, nor the Contractor or sub-contractors 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 (7) calendar days, then EVANSTON SENIOR REDEVELOPMENT, LLC 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 EVANSTON SENIOR REDEVELOPMENT, LLC, the Contractor will cause its personnel to appear before the President or any other interested group or body, as directed by EVANSTON SENIOR REDEVELOPMENT, LLC 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 President and consistent with local municipal code requirements. Whenever the President or local code enforcement officers determine that any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

The President 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 Instructions to Bidders for Contracts Public and Indian Housing Programs, HUD-5369-A Representations, Certifications and Other Statements of Bidders Public Housing, HUD-5370 General Conditions for Construction Contracts, W-9 Request for Taxpayer Identification Number and Certification, Current Applicable HUD Wage Determinations and the AFL/CIO "Certificate of Borrower and Contractor", 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. MODIFICATIONS AND CHANGES

No changes, amendments, modifications, cancellations or discharges of this Contract, or any part hereof, will be valid unless stipulated in writing and signed by the parties hereto, or their respective agents representatives. Such changes which are mutually agreed upon by and between EVANSTON SENIOR REDEVELOPMENT, LLC and the Contractor will be incorporated in written modifications to this Contract. Failure of the Contractor to familiarize himself/herself with all requirements of the Contract documents will not relieve Contractor from complying with all of the provisions herein.

21. CONTRACT TERM AND EXTENSION OPTIONS

The initial Contract period will be in effect for twenty-four (24) months, plus any warranty period for goods and services rendered. The ESR may, in its sole discretion, exercise its right to extend the Contract period up to an additional twenty-four (24) months, in one-year intervals beyond the initial Contract period. No less than thirty (30) calendar days before the expiration of the then current Contract term, the President will give the Contractor notice of the Authority's intent to exercise its option to renew the Contract for the approaching option period. The date on which EVANSTON SENIOR REDEVELOPMENT, LLC gives notice will be denoted by the official Notification of Award.

22. TERMINATION

EVANSTON SENIOR REDEVELOPMENT, LLC may for its convenience terminate this Contract or any portion of the Contract, at any time by a notice in writing to the Contractor. 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 EVANSTON SENIOR REDEVELOPMENT, LLC 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 EVANSTON SENIOR REDEVELOPMENT, LLC 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 without ESR prior written approval. 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 EVANSTON SENIOR REDEVELOPMENT, LLC to be due Contractor, then the Contractor must initiate dispute settlement procedures.

23. NON-APPROPRIATION

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of EVANSTON SENIOR REDEVELOPMENT, LLC for payments to be made under this Contract, then EVANSTON SENIOR REDEVELOPMENT, LLC 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 EVANSTON SENIOR REDEVELOPMENT, LLC to fund payments under this Contract.

24. ADDITIONAL INSURANCE REQUIREMENTS

The following are insurance requirements in addition to those contained in the *General Conditions for*

Construction Contracts (HUD-5370):

Additional Requirements

The Contractor must furnish ESR c/o Housing Authority of Cook County, Department of Procurement Services, 175 W. Jackson Boulevard, Suite 350, Chicago, Illinois 60604, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by EVANSTON SENIOR REDEVELOPMENT, LLC 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 EVANSTON SENIOR REDEVELOPMENT, LLC to obtain certificates or other insurance evidence from Contractor is not a waiver by EVANSTON SENIOR REDEVELOPMENT, LLC of any requirements for the Contractor to obtain and maintain the specified coverage. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and EVANSTON SENIOR REDEVELOPMENT, LLC retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor shall provide EVANSTON SENIOR REDEVELOPMENT, LLC with a Certificate of Insurance naming the EVANSTON SENIOR REDEVELOPMENT, LLC; OneVision Housing, LLC; the HACC; Globetrotters Engineering Corporation as additionally insured parties for Workers Compensation, General Liability/Professional Liability, and Automobile Liability Insurance required under the contractual agreement and shall provide EVANSTON SENIOR REDEVELOPMENT, LLC with the actual insurance policy endorsement. Bank of America, N.A. and Wincopin Circle LLLP and its successors, assigns and transferees, Banc of America Housing Fund X Limited Partnership, LLLP should also be named as additional insured parties and should appear in the certificate holder box with the following address: c/o Enterprise Community Investment, Inc. 70 Corporate Center; 11000 Broken Land Parkway Suite 700 Columbia, MD 21044

Certificate MUST be submitted within five (5) days of Notification of Contract Award. EVANSTON SENIOR REDEVELOPMENT, LLC 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 EVANSTON SENIOR REDEVELOPMENT, LLC in the event coverage is substantially changed, canceled, or non-renewed. Any deductibles or self-insured retentions on referenced insurance coverage must be borne by the Contractor. The Contractor agrees that insurers waive their rights of subrogation against EVANSTON SENIOR REDEVELOPMENT, LLC, its employees, elected officials, agents, or representatives.

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

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

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

The general contractor awarded a contract in connection with this IFB must provide evidence that insurance will be in effect through a 12-month warranty inspection period commencing upon completion of construction

25. 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 EVANSTON SENIOR REDEVELOPMENT, LLC. 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.

26. SUBSTITUTION – STANDARDS

The Contractor shall not unilaterally deviate from the design specifications, nor substitute any materials or fixtures in any manner whatsoever without prior written approval issued by Evanston Senior Redevelopment, LLC in consultation with Globetrotters Engineering. Revisions are not to be submitted, and will not be considered unless they meet the requirements of Specification Section 012500 entitled “Substitution Procedures.” Contractor shall assume full responsibility for any changes to the structural, mechanical and/or electrical work, or any equipment, changes performed without prior approval. In addition, the Contractor shall be responsible for any and all charges and drafting costs for the redesigning and re-detailing requirements. The Contractor shall reimburse EVANSTON SENIOR REDEVELOPMENT, LLC for any losses it may incur in efforts to restore the structure and conform with the original design specifications.

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 required standard of quality and Contractor shall not use any alternative article, device, product, material, fixture, form or type construction without the express written approval of EVANSTON SENIOR REDEVELOPMENT, LLC.

27. PRE-AWARD MEETING

The selected bidder must attend a pre-award meeting that will be determined by EVANSTON SENIOR REDEVELOPMENT, LLC. Attendance at the pre-award meeting is mandatory. No electronic devices for recordings of voices or images will be permitted at the pre-award meeting.

28. ENVIRONMENTALLY PREFERABLE PURCHASING PROGRAM

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

Fourteen (14) 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, EVANSTON SENIOR REDEVELOPMENT, LLC is required to purchase recycled content products rather than non-recycled products whenever price, quality, and availability are comparable. In addition, EVANSTON SENIOR REDEVELOPMENT, LLC 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.

29. SCOPE OF WORK

Provide Property Rehabilitation Services for the Evanston Senior Redevelopment, LLC (EVANSTON SENIOR REDEVELOPMENT, LLC).

In accordance with the Drawings and Specifications provided, Evanston Senior Redevelopment LLC is inviting bids from qualified bidders to perform renovations at the Victor L. Walchirk Apartments and Jane R. Perlman Senior/Disabled Apartments as specified in the related specification and design drawings, incorporated herein by reference and made a part hereof.

The Contractor must provide the work in accordance with the Drawings and Specifications included as part of this bid solicitation and in accordance with the construction and delivery schedules per any resulting contract. The Contractor shall perform all Work Services in accordance with all applicable local, state, and federal laws and regulations.

30. HOURS OF SERVICE

The hours of service shall be from 8:30 a.m. until 4:30 p.m., Monday thru Friday, excluding Holidays, or as otherwise indicated at a Pre- Construction meeting.

31. SECTION 3 – COMPLIANCE

EVANSTON SENIOR REDEVELOPMENT, LLC 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 EVANSTON SENIOR REDEVELOPMENT, LLC’s sole discretion, equitable by non-arbitrary, non-capricious criteria. If after selection of a bidder, but prior to execution of a contract, a bidder's hiring plan is deemed inequitable, the EVANSTON SENIOR REDEVELOPMENT, LLC shall endeavor to negotiate a specific number of public housing residents, other than Section 3 Residents, to be trained or employed on Section 3- covered assistance and may require the utilization of one or several tiers in combination to achieve compliance by bidder to the greatest extent feasible. In the event that the Bidder does not hire eligible Section 3 workers, the Bidder shall invest into EVANSTON SENIOR REDEVELOPMENT, LLC’s Section 3 Fund in the amount equal to 2% of the contract value (see Part III – Section N).

32. BID BOND.

Each bid must be accompanied by a (i) Bid Bond in the amount of 5% (five percent) of the total amount of the submitted bid or (ii) certified check in the same amount, payable to “Evanston Senior Redevelopment, LLC.” The bond or certified check must have been received by ESR prior to the bid opening; otherwise the bid will not be considered. Checks from unsuccessful bidders will be returned as soon as practicable after the opening of bids.

33. PRECEDENCE OF CONTRACT DOCUMENTS.

In case of irreconcilable conflicts between or among Contract Documents, the following documents shall be precedent, in descending order:

Instructions to Bidders for Contracts Public and Indian Housing Programs form HUD-5369 (10/2002)
General Conditions
This Invitation for Bids, including Special Conditions
Drawings and Specifications
Project Manual
Housing Authority of Cook County Statement of Procurement Policy

34. BID PREPARATION.

A. PREPARATION OF BIDS – Construction:

- i. Bidders must make their own estimates of the facilities and difficulties attending the execution of the proposed contract;
- ii. Bids must be submitted on the forms furnished by ESR or on copies of those forms, and **must be manually signed**. The person signing a bid must initial each erasure or change appearing on any bid form. The bid forms may require Bidders to submit bid prices for one (1) or more items on various bases, including lump sum bidding, deductive alternate prices, change order pricing of construction, or any combination thereof;
- iii. 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
- iv. Alternate bids will not be considered
- v. Product substitutions will not be considered unless this solicitation authorizes the submission. Bidders are responsible for providing bids for products that fully meet the required specifications. Bidders may bid the referenced manufacturers OR EQUAL. Nevertheless, bidders **MUST** bid what the specifications require. The architect of record will only entertain substitution requests of the selected Contractor.

B. WITHDRAWAL OF BIDS: No bid shall be withdrawn for a period of one hundred eighty (180) calendar days after the opening of bids without the consent of ESR.

C. TAX: This bid shall not include federal excise taxes, or federal transportation taxes. However, all bids shall include a separate line item for Retailer's Occupation Tax and Service Occupation Tax, as applicable, until such time as you are notified otherwise.

D. 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.

35. PERFORMANCE AND PAYMENT BOND.

Upon award of the contract, the Contractor shall provide and pay for an acceptable Performance and Payment Bond in the amount of 100% of the contract price. The surety must be a guaranty or Surety Company that appears in the U. S. Treasury Circular No. 570 published annually in the Federal Register, and must, at a minimum, have an "A" rating in accordance with 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. The ESR shall not be responsible for the cost of the Performance and Payment Bond.

36. AS-BUILT DRAWINGS.

Drawings prepared for the original construction of the project, drawings of subsequent modifications to the project and as-built drawings, if any, are for informational purposes only. The Contractor may not rely on such drawings and ESR disclaims any responsibility for the sufficiency, completeness and accuracy of such drawings for any purpose.

37. BID OPENING.

- A. BID OPENING: No bids will be accepted after the date and time indicated on Page 1, at which time all bids received will be publicly opened and read aloud. Failure to submit bid documents in the required quantity and properly executed may result in the bid being deemed non-responsive and rejected by ESR.

- B. CLARIFICATION (PRE-AWARD SURVEY) MEETING: ESR reserves the right to conduct a Clarification (Pre-Award Survey Meeting) with the Bidder(s) prior to making an award to determine if the Bidder(s) is(are) a responsible party(ies) as described and required by applicable law. This Pre-Award Survey Meeting may include, but not be limited to:
 - i. a review of the Bidder's capacity to perform the terms and conditions of the contract;
 - ii. a review of the Bidder's understanding of the Scope of Work, and confirmation of inclusion of the entire Scope of Work in its Division Costs;
 - iii. a discussion (and demonstration, if requested) of the Bidders expertise in reading and interpreting the drawings and technical specifications included with this solicitation;
 - iv. further breakdown of the Division Costs;
 - v. past performance on other State/local government agencies contracts;
 - vi. current employee depth and capabilities;
 - vii. financial records and resources/capabilities;
 - viii. a visit to examine the Bidder's facilities and on-hand equipment; and
 - ix. any other area or aspect of the Bidders integrity, operations and/or capability that will assist ESR in making a determination of responsibility.

38. AWARD: Contract Award – Sealed Bidding – Construction

- A. ESR will evaluate bids in response to this solicitation without discussions, and will award a contract to the responsible Bidder whose bid, responsive and conforming to the solicitation, will be most advantageous to ESR considering the Lump Sum Base Bid Total and the price-related factors specified elsewhere in the solicitation.

- B. ESR may waive informalities or minor irregularities in bids received.

- C. ESR may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

- D. ESR 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 ESR even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment.

- E. **ESR reserves 'the right to reject any and all bids, or to reissue or withdraw this Invitation for Bid In the event that competition is deemed inadequate or that it is otherwise deemed to be in the best interest of ESR. In such instances, ESR reserves the right to seek procurement by means of non-competitive negotiation.**

- F. No Awards may be made to a contractor or firm that is on the list of contractors ineligible to receive awards from the Housing Authority of Cook County or the United States, as furnished by HUD.

- G. **TYPE OF CONTRACT(S):** In selecting the lowest responsive and responsible bidder(s), ESR will examine which bidder(s) offers the lowest responsive and responsible Lump Sum Base Bid Total among other criteria. The ESR anticipates awarding a single Firm Fixed Price contract under this solicitation based on the Lump Sum Base Bid Total.

39. NOTICE TO PROCEED

Following execution of the Contract and the Contractor's delivery of all information and documents required by the Contract Documents and otherwise reasonably required by ESR will issue a Notice to Proceed (NTP) to the Contractor, which will set forth the date(s) for the official commencement of the Work described in this IFB and in the Contract Documents. Upon issuance of the NTP, ESR will make the Project location(s) available to the Contractor for the start of the required Work. The NTP is expected November 12, 2014.

40. COMPLETION SCHEDULE

The Perlman building shall be completed 384 calendar days (by December 1, 2015) following the NTP and the Walchirk building shall be completed 567 days (by June 1, 2016) following the NTP.

41. DAMAGES FOR DELAY

The Contractor shall pay \$2000 per project (separately for the Perlman building and the Walchirk building) for each calendar day as delay damages if the work is not completed on schedule. The Contractor agrees that the exact amount of delay damages is not capable of precise calculation and that \$2000 per day per project building is a fair and reasonable estimate of ESR's damages for delay.

42. FUNDING

1. Each draw is subject to a review of the draw and an inspection of the work by the ESR's and the lender's inspecting architect.
2. All change orders are subject to approval in advance by ESR and the Lender.
3. All draws will be subject to 10% retainage. Retainage will be reduced from 10% to 5% at 50% completion of the project.

PART III – FORM OF BID

**INTERESTED BIDDERS ARE TO EXECUTE AND SUBMIT
ONE (1) COMPLETE ORIGINAL BID PACKAGE, FIVE (5) HARD COPIES AND SIX (6) ELECTRONIC
COPIES**

All pages contained in the Invitation for Bids (IFB) 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 herein. Incomplete bids are subject to rejection.

When preparing your bid package, please refer to HUD-5369- Instruction to Bidders for Contracts Public and Indian Housing.

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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.

<u>Document</u>	<u>Required Submittal</u>	<u>Signature Required</u>	<u>Notary Required</u>
All documents contained in the IFB	X		
Statement of Bidders Qualifications	X		
References	X		
Bid Form	X		
Bid to be Executed by Corporation (as applicable)	X	X	X
Bid to be Executed by a Partnership (as applicable)	X	X	X
Bid to be Executed by a Sole Proprietor (as applicable)	X	X	X
Certification of Bidder Regarding Debarment, Suspension and Other Responsibility Matters	X	X	
Certification Regarding Lobbying	X	X	
Disclosure of Lobbying Activities	X	X	
Conflicts of Interest	X	X	
Non-Collusion Affidavit	X	X	X
Section 3 – Economic Opportunities for Recipients of HUD Assistance – Check Appropriate Box on Form			
Special MBE/WBE Participation Summary Form	X		
MBE/WBE Subcontractor Affidavit	X	X	
Summary of MBE/WBE Subcontractor Participation Form	X	X	X
Nature of Disclosing Party Form	X		
HUD-5369-A Representations, Certifications & Other Statements of Bidders: Public & Indian Housing Programs – Make sure all appropriate boxes are checked.	X	X	
W-9 Request for Taxpayer Identification Number & Certification	X	X	
Bid Bond Specimen (5% Bid Guarantee)	X	X	
Certificate of Insurance	X		

B. STATEMENT OF BIDDER'S QUALIFICATIONS:

The Contractor MUST submit with their bid package a Statement of Qualifications addressing the items enumerated below. Contractor shall establish a minimum of five (5) years' experience in the construction and/or rehabilitation of buildings similar in design and age to the Project's selected structures and/or experience in the rehabilitation demands necessary for the successful completion of "Low-income Housing Tax Credit" (LIHTC) projects.

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.

Description of the Firm's Financial Capacity – Provide an audited financial statement, including bidder's latest balance sheet and income showing the following items:

Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares per values, earned surplus and retained earnings).

Bidders shall submit financial statements for the preceding three (3) years. If unaudited, said financial statements shall include a certification by the principals establishing the accuracy of the records. Balance Sheets should break out current assets and liabilities from long-term assets and liabilities.

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).

The general contractor awarded a contract pursuant to this IFB must meet a 5% working capital requirement, which is equivalent to 5% of the construction contract, plus work-in-progress.

Description of Previous-Related Experience – Provide a detailed project listing describing similar services you have performed in the past five (5) years.

American Federation of Labor/Congress of Industrialized Organization (AFL/CIO) Requirements

Contractors must remain aware that all work performed in furtherance of this contract must meet the requirements of Evanston Senior Redevelopment LLC., and the Housing Authority of Cook County's agreement with the AFL/CIO.

ESR's financing of its Low-Income Housing Tax Credit Project in Evanston is made possible in part by a financial agreement with the American Federation of Labor/ Congress of Industrialized Organizations (AFL/CIO). As a result of this financial agreement, all contractors bidding for award of this project must remain aware that all tradesmen and laborers supplied by the General Contractor and its Sub-Contractors must maintain a labor contract with each of the related trade unions representing each of the various types of workers associated with the project, for the duration of the project.

All bidders must complete a certification acknowledging their commitment to satisfy AFL/CIO labor requirements.

All bidders must also complete and submit the following:

1. Form HUD-92013, Supplement
2. Form HUD-2530, Previous Participation Certification
3. Verification of Tax I.D. Number (W-9 Form)
4. HUD Schedule 2328 including a Schedule of Values for each Project building
5. Identity of Interest Disclosure
6. 50/75 Rule Certification
7. Certification approving release of banking and credit information
8. Past 3 Years Audited Financial Statements
9. Year-to-Date (within 90 days) if Financials are over 6 months old including Financial Statement Certification
10. Aging of Accounts Receivable
11. Form HUD-92004F, Request for Verification of Deposit
12. List of other business concerns
13. Continued Commitment Certification
14. Form HUD-5372, Construction Progress Schedule
15. Resume of General Contractor
16. HUD Form 305A - GC Qualification Statement
17. Current Work in Progress Schedule with percentages of completion
18. Copy of Business License
19. Evidence of Insurance
20. GC HUD financials certification statement
21. Form HUD-92442M

C. REFERENCES

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

Please complete the following information:

1. NAME OF FIRM:
ADDRESS:
CITY/STATE/ZIP:
CONTACT PERSON:
TITLE:
PHONE:
DESCRIPTION OF WORK:

YEAR: DOLLAR AMOUNT: \$

2. NAME OF FIRM:
ADDRESS:
CITY/STATE/ZIP:
CONTACT PERSON:
TITLE:
PHONE:
DESCRIPTION OF WORK:

YEAR: DOLLAR AMOUNT: \$

3. NAME OF FIRM:
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: \$

D. BID FORM

Bidders must complete and submit BID SUBMITTAL FORM D summarizing the bids individually and in the aggregate for both the Perlman and Walchirk buildings and provide a list of the proposed Subcontractor Form BF3.

HOUSING AUTHORITY OF COOK COUNTY shall receive all documents on behalf of the Evanston Senior Redevelopment, LLC.

Contact Name: Patrick Curtin: DEPARTMENT OF PROCUREMENT SERVICES

175 WEST JACKSON BLVD., SUITE 350
CHICAGO, ILLINOIS 60604

E-mail address: pcurtin@thehacc.org

SPECIFICATION NUMBER: 2014-100-028 Invitation for Bid

PROJECT DESCRIPTION: Evanston Senior Redevelopment, LLC.

BID DUE DATE/TIME: 2:00 pm - Friday, May 27, 2014

(To be considered, your bid must reach us by the deadline specified or as otherwise specified via an addendum.)

BIDDER INFORMATION:

Company Name: _____ Contact
Name: _____
Address: _____ City: _____ State: _____
Zip code _____
Telephone: _____ Fax: _____
Email: _____

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 (Bidder) or prospective bidder (Bidder) 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 (Bidders) and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

NAME OF CORPORATION: _____

(Print or Type)

SIGNATURE OF PRESIDENT*: _____

(Or Authorized Officer)

TITLE OF SIGNATORY: _____

(Print or Type)

BUSINESS ADDRESS: _____

(Print or Type)

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

ATTEST: _____

Corporate Secretary Signature

(Affix Corporate Seal)

State of _____

County of _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

(Notary Public Seal)

Notary Public Signature: _____ Commission Expires: _____

F. BID TO BE EXECUTED BY A PARTNERSHIP

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

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

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

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

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

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

The undersigned affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this bid, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose. Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (Bidder) or prospective bidder (Bidder) 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 (Bidders) 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 _____, 20____.

Notary Public Signature: _____ Commission Expires: _____
(Notary Public Seal)

G. BID TO BE EXECUTED BY A SOLE PROPRIETOR

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

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

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

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

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

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

The undersigned affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this bid, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose. Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (Bidder) or prospective bidder (Bidder) 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 (Bidders) 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 _____, 20__ by _____ (name/s of person/s)

Notary Public Signature: _____

Commission Expires: _____
(Notary Public Seal)

H. BID ACCEPTANCE (EVANSTON SENIOR REDEVELOPMENT, LLC USE ONLY)

The undersigned, on behalf of Evanston Senior Redevelopment LLC., c/o Housing Authority of Cook County, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the bid.

Total Amount of Contract: \$_____

President of Evanston Senior Redevelopment LLC.

Contract Awarded on this _____ day of _____, 20____

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

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

(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.

Date: _____ **BIDDER:** _____

By: _____
(Printed Name)

(Signature)

(Title)

J. CERTIFICATION REGARDING LOBBYING

I, _____,
(Name and Title of Authorized Official)

Hereby Certify on Behalf of { _____ } that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Date: _____ **BIDDER:** _____

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 Bid (RFP) number, Invitation for Bid (IFB) number: grant announcement number: the contract, grant or loan award number, the application/Bid control number assigned by the Federal agency. Include prefixes e.g. RFP-DE-90-00).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual (s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made 9planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying individual shall sign and date the form; print his/her name, title, and telephone number.

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

- | | | |
|---|--|--|
| <p>1. Type of Federal Action:</p> <p>___ a. contract
 ___ b. grant
 ___ c. cooperative agreement
 ___ d. loan
 ___ e. loan guarantee
 ___ f. loan insurance</p> | <p>2. Status of Federal Action:</p> <p>___ a. bid/offer/application
 ___ b. initial award
 ___ c. post-award</p> | <p>3. Report Type:</p> <p>___ a. initial filing
 ___ b. material change
 For Material Change Only
 year _____ quarter _____
 date of last report _____</p> |
|---|--|--|

- | | |
|---|--|
| <p>4. Name and Address of Reporting Entity:</p> <p>___ Prime ___ Subawardee Tier _____, if known:</p> | <p>5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime.</p> |
|---|--|

- | | |
|---|--|
| <p>Congressional District, if known:</p> <p>6. Federal Department/Agency:</p> | <p>Congressional District, if known:</p> |
|---|--|

6. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:

10a. Name and Address of Lobbying Registrant
 (If individual, last name, first name, MI):

\$
 b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):

I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 Federal Use Only

Signature _____ Print
 Name _____
 Title: _____
 Telephone No.: _____
 Date: _____

Authorized for Local Reproduction
 Standard Form LLL

(1/96)

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

L. CONFLICTS OF INTEREST

(Bidder) { _____ } certifies that:

1. No employee, officer, or agent of EVANSTON SENIOR REDEVELOPMENT, LLC participated in the selection, or in the award or administration of the Contractor's Agreement with EVANSTON SENIOR REDEVELOPMENT, LLC, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) an EVANSTON SENIOR REDEVELOPMENT, LLC 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 Bidder or any affiliate thereof, or has a financial or other interest in the Bidder or the Bidder's Agreement with EVANSTON SENIOR REDEVELOPMENT, LLC.

2. Bidder shall not enter into any contract, subcontract or agreement with any officer, agent or employee of EVANSTON SENIOR REDEVELOPMENT, LLC during his or her tenure not for one (1) year thereafter shall any officer, agent or employee of EVANSTON SENIOR REDEVELOPMENT, LLC have any interest, direct or indirect, in the Contract Agreement including the proceeds thereof.

Date: _____ **BIDDER:** _____

By: _____
(Printed Name)

(Signature)

(Title)

M. NON-COLLUSIVE AFFIDAVIT

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

The party making the foregoing Bid or Bid, that such Bid or Bid is genuine and not collusive or sham; that said Bidder 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 Bid or Bid price or affiant or of any other Bid or Bidder, or to secure any advantage against EVANSTON SENIOR REDEVELOPMENT, LLC or any person interested in the proposed Contract; and that all statement in said Bid or Bid are true.

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

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

County of

State of

Acknowledged under oath on (date)

Before me by
(Printed Name)

(Signature)

As (title)

Of (firm)

Notary Public Signature:

Commission expires: (Seal)

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

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

SECTION 3 CLAUSES

A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Contract agree to comply with HUD regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicant for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the Services shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Subcontractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the Contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted Contracts.

G. With respect to Services performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the Services to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of Contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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

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.

PRINT TITLE SIGNATURE DATE

O. SPECIAL MBE/WBE AND SBE PARTICIPATION SUMMARY FORM

Instructions: The Evanston Senior Redevelopment, LLC (ESR) encourages and supports MBE/WBE contractor and subcontractor participation in the Perlman and Walchirk senior/disabled residential rehabilitation project. ESR expects bidders to engage the services of qualified M/W/DBE contractors and subcontractors to the greatest extent feasible. This form is to be completed by the Bidder as statement of self-certification of MBE/WBE Participation under this Contract.

1. SMALL BUSINESS PARTICIPATION

Is the Vendor a Small Business as defined by the size standards in 13 CFR 121?
Yes No N/A

2. MINORITY BUSINESS PARTICIPATION

Is the Vendor classified as a Minority Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?
Yes No N/A

MINORITY TYPE:

African American Female African American
Native American Female Native American
Hispanic Female Hispanic
Asian Female Asian
Other: _____ Female White American

If "No", are any Subcontractors classified as Minority Business Enterprises?
Yes No N/A

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

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

3. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Vendor classified as a Woman-Owned Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?
Yes No N/A

If "No", are any Subcontractors classified as Women-Owned Business Enterprises?
Yes No N/A

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

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

P. MBE/WBE SUBCONTRACTOR AFFIDAVIT

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

Specification Number: _____

Project Description: _____

From: MBE: Yes No
(Name of MBE/WBE Firm) WBE: Yes No
DBE: 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 EVANSTON SENIOR REDEVELOPMENT, LLC, and will do so within 3 business days of receipt of a signed contract from EVANSTON SENIOR REDEVELOPMENT, LLC.

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

_____ Name /Title (Print)

_____ Phone

_____ Fax/Email