



The Aurora Housing Authority™

The Aurora Housing Authority™

1449 Jericho Circle

Aurora, IL 60506

**REQUEST FOR PROPOSALS (RFP)**

**Removal and Replacement of New Shingled Roof, Gutters and Siding**

**Indian Trail Improvements**

**ISSUE DATE: September 30, 2020**

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**Proposals must be submitted to the Aurora Housing Authority no later than**

**3:00 pm, on Thursday October 22, 2020 at**

**1449 Jericho Cr Aurora, IL 60506**



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HUD FORM 5369 B (INSTRUCTION TO OFFERORS – NON-CONSTRUCTION)

HUD FORM 5369 C (CERTIFICATIONS TO REPRESENTATION TO OFFERORS – NON-CONSTRUCTION)

HUD FORM 5370 C (GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS – PUBLIC)



## REQUEST FOR PROPOSAL

### INDIAN TRAIL ROOFING

The Aurora Housing Authority is seeking proposals from qualified contractors for The Removal and Replacement of a New Shingled Roof, PVC New Gutters/Downspouts and Siding for nine (9) buildings located at 417 E Indian Trail Aurora, IL 60505. Aurora Housing Authority desires to remove old shingles and replace them with new Architectural asphalt shingles with a 30-year warranty. As well as Installing new PVC Gutters/Downspouts and Siding. This document outlines project requirements. Unless otherwise instructed, specifications do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract, and may be supplemented or revised at any time.

The selected contractor will be responsible for all aspects of the installation and associated design. This outline specification is intended to provide initial guidance on project requirements and highlight critical performance details. In no event shall the lack of details in this document be construed to undermine the requirements for a quality installation of a Shingled Roof, PVC Gutters/Downspouts and Siding that meet all local and state codes and regulations.

#### **INSTRUCTIONS FOR CONTRACTORS:**

All proposals must be submitted with one (1) original and two (2) copies and one digital copy in the form of a flash drive. These must be in a sealed envelope or package clearly marked “Removal and Replacement of New Shingled Roof – ATTN: Ralph Jordan”. Please note, because the award will not be based on Pricing alone, no Modifications, if any, will be provided at the pre-bid meeting.

**There will be a pre-bid meeting, at 417 E Indian Trail apt D, Aurora, IL 60505 at 10:00 am on Thursday October 8, 2020.** You or your representative(s) are required to attend this meeting if you intend to submit a proposal. The meeting is an opportunity for the Aurora Housing Authority to overview the project and objectives, and for participants to request additional information directly from Aurora Housing Authority staff managing or participating in the project. A brief tour of the roofs and site will be included.

**Proposals must be submitted no later than 3:00 pm, on Thursday October 22, 2020 at 1449 Jericho Cr Aurora, IL 60506 in a sealed envelope clearly marked “RFP – REMOVAL AND REPLACEMENT OF A NEW SHINGLED ROOF – ATTN: Ralph Jordan”.** Proposals must be submitted in the format stated and address the items in the proposal specifications. Bids will not be accepted after this time. This job mentioned will be performed as soon as possible.



Postmarks or other timestamps will not be accepted in lieu of actual delivery. The firm can use whatever delivery mechanism it chooses as long as it remains clear that the firm is responsible for submissions prior to the date and time.

All proposals are binding for sixty (60) days following the deadline for proposals, or until the effective date of any resulting contract, whichever occurs first.

The Aurora Housing Authority may reject any or all proposals on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim of cause of action by any unsuccessful participant against the Aurora Housing Authority.

The Aurora Housing Authority assumes no liability for the payment of cost and expenses incurred by any bidder in responding to this request for proposals. All proposals become the sole property of the Aurora Housing Authority. This request for proposal is not a contract and alone shall not be interpreted as such but rather serves as an instrument through which proposals are solicited.

While it is the expectation of the Aurora Housing Authority to award this contract in whole to a single successful contractor, the Aurora Housing Authority reserves the right, at its sole discretion, to award service engagement contracts to separate independent vendors as it deems appropriate based on qualifications, proposal, pricing, and other relevant criteria, or to elect not to award to any bidder.

The Aurora Housing Authority reserves the right to revise the scope and deliverables of one or more project segments (or segment tasks or activities) at its sole discretion prior to awarding any contract for that particular segment. In such a case these revisions shall be negotiated between the Aurora Housing Authority and the contractor to reconcile any changes on pricing and performance. Changes after awarding a contract shall be governed by the terms of that agreement.

A site plan will be provided by contractor request. Final terms and conditions will be negotiated between the Aurora Housing Authority and the selected finalist prior to the time of award.

The following is the solicitation schedule for the procurement:

	Date	Time
Pre-bid Meeting	Thursday, October 8, 2020	10:00 am @ 417 E Indian Trail Apt D Aurora, IL 60505
Q&A Deadline	Wednesday, October 14, 2020	
Proposal Due	Thursday, October 22, 2020	3:00 pm @ 1449 Jericho Cr Aurora, IL 60506
Award Date	TBD	TBD



All inquiries concerning this RFP, including but not limited to, request for clarifications, questions, and any change to the RFP, shall be submitted in writing, citing the RFP title, Page, Section, and Paragraph and submitted to the following FRP Soliciting Coordinator:

Carlos Guillen  
carlosguillen@auroraha.org  
1449 Jericho Cr  
Aurora, IL 60506

Contractors are encouraged to submit questions via email, however, the Aurora Housing Authority assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt. Inquiries must be received by the Aurora Housing Authority's RFP Solicitation Coordinator (see above) no later than Wednesday, October 14, 2020 at 4:00 pm. Inquiries submitted later than this date shall not be considered properly submitted. The Aurora Housing Authority will consider all timely-received questions and requests for change and, if reasonable and appropriate, will issue an addendum to clarify or modify this RFP.

Contractors are required to submit the following documents with their proposals: Non-collusive Affidavit, HUD Form 5369 B, HUD Form 5369 C, and HUD Form 5370 C.

### **INSURANCE REQUIREMENTS:**

Prior to commencement with the project, the selected contractor will be required to provide proof of liability insurance as follows:

General Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate

Automobile Liability: \$1,000,000 Combined Single Limit

Professional Liability: \$2,000,000

Worker's Compensation: Per State of Illinois Statute

**The Aurora Housing Authority must be named as an additional insured for the stated project.**

### **BID BOND:**

Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent (5%) of the total amount of the Bid. As soon as the Bid prices have been compared, the Owner will return the Bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the payment Bond and performance Bond have been executed and approved, after which it will be returned.



After proposals are received, they will be evaluated and marked according to applicable criteria. Interviews may be scheduled to meet and discuss proposed plans for the design and installation of New Shingled Roof, PVC Gutters/Downspouts, and Vinyl Siding.

After all proposals are reviewed, evaluated and ranked, the Aurora Housing Authority will use the contract negotiation process to obtain the most highly qualified firm at a fair and reasonable price. The proposed agreement will include the final scope of work to be provided and all required responsibilities of the qualified, licensed contractor.

Each firm submitting a bid is affirming his/her commitment to comply with the laws of the State of Illinois Fair Employment Practices and with all rules and regulations of the U.S. Department of Housing and Urban Development for Equal Opportunity and Non-Discrimination Practices.

The contract will be awarded to the lowest responsive, responsible bidder not on HUD's list of ineligible contractor or the AHA Suspended and Debarred List.

**WAGE RATE REQUIREMENTS:**

In the employment and use of labor, the General Contractor and his Subcontractors shall conform to the Illinois Statutory requirements regarding labor and wages.

Prevailing Rate of Wages: All contractors for the work herein are subject to the provisions of the Illinois Prevailing Wages Act (820 ILCS 130/et seq.) providing for the payment of prevailing rate of wages to all Laborers, Workmen, and Mechanics engaged on the work such provisions shall be applicable to all the Subcontractors and material men as well as the General Contractor. The Owner may at any time inquire of the Contractor as to rates of wages being paid, and such information shall be promptly provided to the owner.

Future increases of wage rates and materials cost over the course of the contract time will not be originated from Owner.

The Aurora Housing Authority reserves the right to accept or reject any or all proposals or to waive any informality in bids when it is in the best interest of the Aurora Housing Authority. No proposal shall be withdrawn for a period of sixty (60) calendar days subsequent to the opening of proposals without the consent of the Aurora Housing Authority.

For Aurora Housing Authority

\_\_\_\_\_  
Ralph Jordan  
Executive Director

\_\_\_\_\_  
Date



## **PROPOSAL REQUIREMENTS**

Proposals shall provide sufficient information to allow the Aurora Housing Authority to evaluate your firm’s experience and specific approach to the project. Proposals shall be organized in the following format:

Section 1 – A letter of interest: With design philosophy to fully complete all specific work in a timely manner. Include professional license and any special qualifications your firm may possess to execute this project;

Section 2 – Project Approach: Provide a detailed description of a specific approach to this project.

Section 3 – Relevant Experience: List at least three (3) similar services that have been performed in the past five years. Provide name and size of project, Owner and contact who approved Bidders work.

Section 4 – Design Solution: Briefly describe basic components and materials.

Section 5 – Description of knowledge of all local, State and Federal regulation related to the performance of specified work;

Section 6 - Cost Proposal: Provide a Lump Sum Fixed Fee Proposal for The Removal and Replacement of a New Shingled Roof, New PVC Gutters and Downspouts, New Soffit and Fascia construction, and incidental cost for supervision, travel, etc. No separate expense reimbursements will be allowed. Include all-inclusive hourly billing rates for personnel who might be involved on the project for additional services;

Section 7 – Furnish to the Owner two (2) copies of the Manufacturer’s Warranty in compliance with these specification;

Section 8 – MBE/WBE status/Section 3 status (Minority Business Enterprise/Women’s Business Enterprise/Section 3 qualified).

### **Evaluation Criteria**

- |  |           |
|--|-----------|
| 1. Proposed approach to the Project                | 10 Points |
| 2. Contractor qualifications and current work load | 10Points  |
| 3. Past experience in performing similar projects  | 20Points  |
| 4. Cost  | 45 Points |
| 5. Interview                                       | 10 Points |



6. MBE/WBE/Section 3/Affirmative Action Plan Status/Compliance 5Points

The selected short-listed firm will be invited to an interview to present their proposal, shortly after which a final selection will be made and a contract awarded. It is desired to accomplish the work before the end of November 2020.

**PROJECT OVERVIEW**

The Aurora Housing Authority is seeking proposals from qualified contractors to: Completely removing the existing shingle roofing down to the deck; properly preparing the roof deck; repairing or replacing damaged or deteriorated decking; installing new flexible vapor retarder and felt underlayment; installing all new shingles and sheet metal flashings and new PVC gutters/downspouts, and Vinyl Siding. As well as providing a 30 Year Material Warranty from the Primary Roofing Material Manufacturer. This project will include nine (9) buildings on the Indian Trail Site, 417 E Indian Trail Aurora, IL 60505.

Bidder should be responsible for the following scope of services and shall be the Single Point of responsibility for the entire period of warranty.

**SCOPE OF WORK**

Provide all necessary materials, labor and equipment to complete Removal and Replacement of New Shingled Roof, New PVC Gutters/Downspouts and Vinyl Siding at the Indian Trail Site nine (9) buildings. The scope of work will include, but is not limited to, the following functions:

- Contractor is Responsible for all measurements to determine materials,
- The buildings will be occupied during construction. It will be the contractor's responsibility to coordinate work.
- The contractor must familiarize himself with the site, all details of work required, and existing conditions. The contractor must be a state licensed firm as a going entity for at least five (5) years, and produce a valid certificate of liability insurance, which must be on hand before work begins.
- Contractor acknowledges and agrees that public safety is of the utmost importance, and will constantly protect and preserve the safety of employees, tenants and the public during progress of work.
- Contractor will be responsible for all safety equipment, and educate their employees in the rules of safety.
- Contractor shall be aware of and comply with all City, County, State and Federal requirements regarding workplace safety.





## Work Included:

- Work is limited to Indian Trail Site, nine (9) Buildings,
- Strip roof to bare wood.
- Re-nail existing plywood or other boards where needed.
- Install Architectural asphalt shingles with a 30-year warranty
- Replace existing gutters, downspouts, soffit and fascia.
- Apply two courses of ice and water shield up from the roof, around pipes and other necessary areas.
- Replace any stink pipes boots.
- Cover remaining roof with high performance felt paper.
- Apply a Roofing Shingle. The color and type will be selected by the AHA
- Contractor shall tear off aluminum siding. Clean surface for installation of new Vinyl Siding, e. g., nails, torn weather wrap, and coat with weather tech to prevent damage from water intrusion from prior nail holes.
- Install Vinyl Siding on nine (9) buildings: Four (4) type A Building with average of 1,280 square feet, Five (5) type B Buildings with average of 1,500 square feet of siding to include corners and all trim around windows and doors. Contractor is Responsible for all measurements.
- Contractor shall keep work area neat at the end of each work day and contained through the duration of the job.
- Contractor is responsible for transporting and disposing of all construction debris to an approved disposal site.
- Any changes to project will need to be approved in writing with the AHA, and with the approval of a change order,

## **PROJECT REQUIREMENTS**

### **Part 1- General Requirements**

All work shall be in compliance with all applicable codes and regulations local and State. Manufacturer's Certification should ensure that said Roofing System is appropriate for this particular installation. The contractor is responsible for obtaining any require city permits.

### **Part 2 – Submittals**

Contractors will be required to submit product data for ice and water shield, felt paper, roof shingles, gutters and downspout, soffit and fascia, and any material required to complete job.



## Quality Assurance

- All materials used shall be manufactured, supplied and approved by the roofer manufacturer.
- Roofing contractor should be licensed by the roofing manufacturer to install the specified roofing system.
- All materials shall be installed in accordance with the roofing manufacturer's current written specifications and details. Deviations shall not be made without prior written approval from the roofing manufacturer.
- A representative of the roofing manufacturer shall have a representative to inspect the completed roof to verify that the installation is in accordance with the roofing manufacturer's current specifications and details. A report of these inspections shall be submitted by the contractor to the AHA.
- Contractor should have not less than five (5) years of successful experience in installing of roofing systems similar to the one required for this project. Contractor(s) or authorized subcontractors shall guarantee all installations to meet and pass assigned City Inspections at no additional cost to AHA.
- Contractor(s) should provide all permits for work under this RFP and any resulting Contracts.
- Contractor should provide a one (1) year warranty on all labor provided as a result of this RFP and any resulting Contracts. All warranty documents shall be delivered to AHA by the Contractor upon project completion.
- It's Contractor(s) responsibility to verify all measurements prior to submitting a bid.

## Job conditions

- Contractor Responsibility – The Contractor shall be responsible for providing proper surfaces to receive roofing. The entire area to be reroofed shall be inspected by the Contractor to determine that it is free from debris and other gross irregularities.
- Environmental Conditions – In no event should more of the old shingles be removed to be reroofed than what can be covered with new shingles prior to the onset of inclement weather or termination of the day's work. Not roofing shall occur in adverse weather conditions. At the end of each workday, all work shall be entirely covered with new shingles.

## Warranty

- Furnish to Aurora Housing Authority two (2) copies of the MATERIAL WARRANTY ON SHINGLES: A (30) thirty year Material Warranty.
- CONTRACTOR'S WARRANTY: A (5) five year Contractor's Warranty is required. After manufacturer's warranty inspection date. Contractor shall provide the Aurora Housing Authority with an agreement to perform any and all necessary repairs needed within 48 hours of being notified.
- Repairs that are needed by Aurora Housing Authority, which are not repaired within 48 hours of notifications may be temporarily repaired by the Owner without affecting the Warrantee in any way. An emergency kit shall be provided to the Owner, which they can use for any emergency. This should not negate the Roofer's responsibility to repair defects (within 48 hours' notice).

Acceptable Roofing – The roofing shingles could be the following or equal:

- Architectural asphalt shingles with a 30-year warranty
- Tamko Roofing Products; Product Heritage 30
- GAF Materials Corporation; Product Timberline Prestique 30; or equal
- Before completion of the works, and before issuing the certificate of completion, the bidder shall provide inbuilt documents including manuals and warranties as per scope of work, etc.;

## Reserved Rights

- Award of contract shall be made to the submitter whose bid is determined to be the most responsible and advantageous to the Aurora Housing Authority, considering pricing, materials, and the evaluation factors set forth in the RFP. The RFP is not considered a commitment of any kind, for payment of cost incurred in the submission of this RFP or for any cost incurred prior to the execution of a formal contract with the Aurora Housing Authority. Aurora Housing Authority reserves the right to accept or reject any or all proposals.

**END OF RFP**

Attachment A

Form of Bid



## FORM OF BID

**Submittal Checklist:**

Instructions: THIS FORM IS MANDATORY AND SHALL BE FULLY COMPLETED AND SUBMITTED UNDER TAB 1 OF THE BID SUBMITTAL. Unless otherwise specifically required, the items listed below shall be completed and included in the bid submittal. Descriptions of each requirement can be found in Section 5.0 Form of Bid. Do not omit any tabs, if the information requested does not apply please put “Not Applicable” under the accompanying tab in the submittal. FAILURE TO SUBMIT ALL REQUIRED INFORMATION MAY RESULT IN DISQUALIFICATION OF THE BID SUBMITTAL FROM CONSIDERATION FOR AWARD. Complete this form by marking an “X”, where provided, to verify that the referenced completed form or information has been included within the “hard copy” bid submittal submitted by the Bidder. Submit one (1) unbound original (the “hard copy”) and one (1) electronic copy (CD) of the following documents:

X	Tab #	Documents Required in Submittal	Attachment
X	1	Form of Bid	A
X	2	Bid Fee Sheet (including acknowledgement of Addenda & HUD Forms)	B
X	3	Bid Bond Template	C
X	4	Bidder’s Certification Form	D
X	5	Section 3 Documentation	F/G
X	6	Small Business (SWMBE) Utilization Plan	H
X	7	List of Past Performance/Experience/Client Information	I
X	8	List of Sub-Contractors/Joint Venture Information	J
X	9	Copy of Business License	-
X	10	Copy of Insurance Certificate	-
X	11	Copy of Workman’s Compensation Certificate	-

By signing below, the Bidder agrees that all of the aforementioned Tabs have been included in their bid submittal, and acknowledge that any of the required information, including this page, omitted from the bid submittal may result in their bid being disqualified from consideration for award.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



Attachment B

Bid Fee Sheet



BID FEE SHEET

Materials and Labor (as detailed in the Attachment A). Cost should be fully burdened.

- 401 E Indian Trail Building Aurora, IL 60505  
   Labor           \$ \_\_\_\_\_  
   Material       \$ \_\_\_\_\_
- 403 E Indian Trail Building, Aurora, IL 60505.  
   Labor           \$ \_\_\_\_\_  
   Material       \$ \_\_\_\_\_
- 405 E Indian Trail Building, IL 60505  
   Labor           \$ \_\_\_\_\_  
   Material       \$ \_\_\_\_\_
- 407 E Indian Trail Building, IL 60505  
   Labor           \$ \_\_\_\_\_  
   Material       \$ \_\_\_\_\_
- 409 E Indian Trail Building Aurora, IL 60505  
   Labor           \$ \_\_\_\_\_  
   Material       \$ \_\_\_\_\_
- 411 E Indian Trail Building Aurora, IL 60505  
   Labor           \$ \_\_\_\_\_  
   Material       \$ \_\_\_\_\_
- 413 E Indian Trail Building Aurora, IL 60505  
   Labor           \$ \_\_\_\_\_  
   Material       \$ \_\_\_\_\_
- 415 E Indian Trail Building Aurora, IL 60505  
   Labor           \$ \_\_\_\_\_  
   Material       \$ \_\_\_\_\_

- **HUD Form Acknowledgements:** The HUD Forms reference bellow shall be acknowledged with a signature and date. These Forms can be found online. It is the responsibility of the Bidder to find, read and acknowledge these Forms as they be incorporated here as part of this solicitation and any resulting contract.

**HUD 5369** \_\_\_\_\_ **Date** \_\_\_\_\_

**HUD 5370-A** \_\_\_\_\_ **Date** \_\_\_\_\_

**HUD 5370** \_\_\_\_\_ **Date** \_\_\_\_\_



- **Company Name/Contract Information**

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

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

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Authorize Agent Signature:** \_\_\_\_\_

**Authorize Agent Name (Printed):** \_\_\_\_\_





**Attachment C**  
**Bid Bond Template**



BIDBOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound unto Aurora Housing Authority, hereinafter called the "AHA", in the penal sum of \_\_\_\_\_ Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, 2015, for \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the AHA in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the AHA the difference between the amount specified in said bid and the amount for which the AHA may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals the \_\_\_\_\_ day of \_\_\_\_\_, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In presence of:

\_\_\_\_\_(SEAL)  
\_\_\_\_\_(Business address)

\_\_\_\_\_(SEAL)  
\_\_\_\_\_(Business address)

Attachment D  
Bidder's Certification



## BIDDER'S CERTIFICATION

By signing below, Bidder certifies that the following statements are true and correct

He/she has full authority to bind Bidder and that no member of Proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any Federal, State, or Local agency,

Items for which Bidders were provided herein will be delivered as specified in the bid,

In performing this contract, the Contractor(s) shall comply will any and all applicable Federal, State, and Local laws including but not limited to: Occupation Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,

Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by AHA and subject to the terms and conditions of such acceptance, shall result in a contract between AHA and the undersigned Bidder,

He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this bid,

Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State of IL or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,

Bidder has not received compensation for participation in the preparation of the specifications for this RFP,

**Non-Collusive Affidavit:** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, to fix overhead profit or cost element of said bid price, or that of any other Bidder or to secure any advantage against AHA or any person interested in the proposed contract and that all statements in said bid are true,

He/she has full authority to bind Bidder and that no member of Proposer's organization is disbarred, suspend or otherwise prohibited from contracting with any Federal, State, or Local agency, and the individual or business entity named in this bid is eligible to receive the specified



payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate,

Lobbying Prohibition: The Contractor(s) agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of federally appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract the making of any federal grant the making of any federal loan the entering into any cooperative agreement or the modification of any federal contract, grant, loan, or cooperative agreement.

Signed: \_\_\_\_\_

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

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

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

Seal (if Corporation)



Attachment E  
Section 3 Clause



SECTION 3 CLAUSE

This affidavit must display an original signature and notary seal.

Business Name \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

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

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

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

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



F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work 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 work 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).

I certify that I have read the above information and understand the Section 3 requirements and numerical goals.

NOTARIZATION: (Only sign in the presence of a Notary Public)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
before me appeared \_\_\_\_\_ acknowledging that he/she  
has read and understands the Section 3 requirements and numerical goals set forth.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Commission Expiration Notary Seal





Attachment F  
Section 3 Business Self-Certification (Optional)



SECTION 3 BUSINESS SELF-CERTIFICATION

Optional, only to be submitted by those Businesses seeking to be Section 3 Certified.

Business Name: \_\_\_\_\_
Business Address: \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_
Business Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_
Email Address: \_\_\_\_\_
Contractor's License: Class \_\_\_ A \_\_\_ B \_\_\_ C \_\_\_ N/A License Number: \_\_\_\_\_
Business License Number: \_\_\_\_\_ Federal ID Number: \_\_\_\_\_
Type of Business: \_\_\_\_\_

Types of Section 3 Business Enterprises:

Please check "Yes" or "No". If you answer "Yes" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

- 1. Is fifty-one percent (51%) of your business owned by a Section 3 resident\*; or
Yes No
2. Are at least thirty percent (30%) of your full time employees persons that are currently Section 3 residents\*, or within three (3) years of the date of first employment with the business concern were Section 3 residents\*; or
Yes No
3. Can you provide evidence, as required, of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs?
Yes No

Verification- The Company hereby agrees to provide, upon request, documents verifying the information provided on this form.

I declare and affirm, under penalty of law, that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.

\_\_\_\_\_  
Signature of Business Owner or Authorized Representative Date

\*Section 3 resident is: 1) Resident of Public and Indian Housing; or 2) Resident of the AHA that meet the definition of Low and Very Low Income.

Attachment G  
Small Business (SWMBE) Utilization Plan



## SMALL BUSINESS (SWMBE) UTILIZATION PLAN

Instructions: The Bidder shall include hereunder a plan to assist AHA in its goal to establish participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in AHA prime contracts and subcontracting opportunities. Contractors must make a good faith effort to subcontract with said companies. Opportunities to subcontract with said companies should be listed here. If compliance cannot be obtained, the Bidder is required to provide written documentation with the bid as to why he/she could not obtain such participation. Attach additional sheets if more space is needed

Small Business (SWMBE) Utilization Plan:

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Attachment H

List of Past Performance/Experience/Client Information



**LIST OF PAST PERFORMANCE/EXPERIENCE INFORMATION**

**Instructions:** The Bidders shall submit three (3) former or current clients, preferably other than SMHA, for whom the Bidder has performed similar or like services to those being proposed herein

**List of Past Performance/Experience/Client Information**

**Client #1**

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

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

Email: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Brief Description of Similar Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Client #2**

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

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

Email: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Brief Description of Similar Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Client #3**

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

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

Email: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_



Brief Description of Similar Work Performed: \_\_\_\_\_

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Other Information (Optional): Bidder's may provide additional documentation to demonstrate their experience doing the types of work required by this Invitation for Bid:

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Attachment I  
List of Sub-Contractors/Joint Venture





LIST OF SUB-CONTRACTORS.JOINT VENTURE

**Subcontractors:**

**Will this project have sub-contractors? (Check One)** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

If “Yes”, proceed to. If “No”, proceed to

**Instructions:** Please list all sub-contractors (including contact information) that will be working on any projects resulting from this contract. Each subcontractor should provide: Contractor Profile Form. Attach additional pages if needed.

**List of Subcontractors**

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

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

Email: \_\_\_\_\_ Phone

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

Contact Person: \_\_\_\_\_

Documentation Attached: \_\_\_\_\_ Yes \_\_\_\_\_ No

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

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

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Contact

Person: \_\_\_\_\_

Documentation Attached: \_\_\_\_\_ Yes \_\_\_\_\_ No

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

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

Email: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Documentation Attached: \_\_\_\_\_ Yes \_\_\_\_\_ No

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

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

Email: \_\_\_\_\_

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



Contact Person: \_\_\_\_\_

Documentation Attached: \_\_\_\_\_ Yes \_\_\_\_\_ No

### Joint Venture

Will this project be a joint venture? (Check One) \_\_\_\_\_ Yes \_\_\_\_\_ No

If “Yes”, proceed to. If “No”, no additional information is needed for this tab.

**Instructions:** Please list all companies involved in the joint venture (including contact information). Each company should provide: Vendor Registration Forms & W-9, Contractor Profile Form, and Section 3 Paperwork. Attach additional pages if needed.

List of Joint Venture Companies

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

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

Email: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Documentation Attached:



Attachment J  
Wage Decision



- **WAGE DECISION**

Wage Decision: Building

Applicability: Building and Residential

Modification: #13

General Decision Number: IL20M008 9/2/2020

Counties Covered: Du Page, Grundy, Kane, Kendall, Lake, McHenry, and Will Counties

Wage Rates: See Attachment K for applicable wage decision. This is a courtesy copy and is subject to change.





