

FORM OF BID

TO: DECATUR HOUSING AUTHORITY
 1808 E. Locust Street
 Decatur, IL 62521

Gentlemen:

- The undersigned, having familiarized himself (themselves) with the local conditions affecting the cost of the work including the availability of materials and labor, and with the Specifications, (including Invitation for Bids, Instructions to Bidders, this Bid, Bid Bond, Performance and Payment Bond, the Form of Contract, the General Conditions, the Technical Specifications and the Drawings), and Addenda, if any thereto, as prepared by Decatur Housing Authority, and on file in the office of the Decatur Housing Authority, hereby proposes:

BASE BID

For all work shown, specified, or required for the performance and completion of Solid Refuse Removal and Recycling Services for Decatur Housing Authority (in accordance with the table below) from the Lexington, 1221 N. Van Dyke, the Concord, 333 E Center, the Hartford, 1096 W. Decatur, the Davis Center, 1808 E. Locust, the Townhouses, (1000-1090 E. Leafland , 1110-1190 N. Calhoun Street), the Garden Apartments (1039-1063 E. Cantrell, 1402-1558 N. Poole Street), 524-528 West Macon Street Apartments, and 131 Scattered Site Houses, for Decatur Housing Authority located in Decatur, Illinois, all in accordance therewith, for the sum of: _____
 DOLLARS

(\$ _____) for a 24 month duration beginning September 1, 2023. (\$ _____ dollars per month.) Includes recycling services at 131 Scattered sites. Toter and payment for recycling are provided under the City of Decatur's Recycling Program.

LOCATION ADDRESSES

Address	Container Size	No. of Containers	No. Pick-ups	Recycling	Bid Amount/Month
Lexington AMP ILL 12-28 1221 N. Van Dyke	2 cu. yd.- 1 Compacted	1 (DHA Owned)	Three Times Weekly	No Recycling	
	1 Non- Compacted	1 (Hauler provided) Rear Load			
Concord AMP ILL 12-22 333 E. Center	2 cu. yd.- 1 Compacted	1 (DHA Owned)	Three Times Weekly	No Recycling	
	1 Non- Compacted	1 (Hauler provided) Rear Load			

Address	Container Size	No. of Containers	No. Pick-ups	Recycling	Bid Amount/Month
Hartford AMP ILL 12-23 1096 W. Decatur	2 cu. yd. - Compacted	1 (DHA Owned) Rear Load	Three Times Weekly	No Recycling	
Davis Center 1808 East Locust	2 cu. yd.	1 (Hauler Provided) Rear Load	Once Weekly	Included in Base Bid - 1 (Hauler Provided) 2 Cu. Yd Container	
Garden Apartments AMP ILL 12-23 1039-1063 E. Cantrell (10 units in two bldgs.)	2 cu. yd.	1 (Hauler provided) Front Load	Once Weekly	No Recycling	
Garden Apartments AMP ILL 12-28 1402-1550 N. Poole (40 units in 8 bldgs.)	2 cu. yd.	8 (Hauler provided) Front Load	Once Weekly	No Recycling	
524-528 West Macon St AMP ILL 12-23	2 cu. yd.	1 (Hauler Provided) Front Load	Twice Weekly	No Recycling	
Townhouses (25 units) AMP ILL 12-22 1050 E. Leafland Ave. 1060 E. Leafland Ave. 1070 E. Leafland Ave. 1080 E. Leafland Ave. 1090 E. Leafland Ave. 1000 E. Leafland Ave. 1010 E. Leafland Ave. 1020 E. Leafland Ave. 1030 E. Leafland Ave. 1040 E. Leafland Ave. 1170 N. Calhoun Street 1178 N. Calhoun Street 1180 N. Calhoun Street 1188 N. Calhoun Street 1190 N. Calhoun Street 1140 N. Calhoun Street 1148 N. Calhoun Street 1150 N. Calhoun Street 1158 N. Calhoun Street 1160 N. Calhoun Street 1110 N. Calhoun Street 1118 N. Calhoun Street 1120 N. Calhoun Street 1128 N. Calhoun Street 1130 N. Calhoun Street	Totes	1 each unit	Once weekly	No Recycling	

Address	Container Size	No. of Containers	No. Pick-ups	Recycling	Bid Amount/Month
Scattered Sites (131 units) AMP ILL 12-24 (See Attached Address List)	95 Gal. Tote	1 Each Unit (Plus 36 Extra for 2 story houses as marked on list) (Total 167 Containers)	Once Weekly	Recycling Included in Base Bid 1 each unit 65 gallon DHA provided toter once weekly	

TIME FOR COMPLETION

If awarded a contract for the work of this Proposal, the hauler agrees to complete all work uninterrupted for a 24 month period of time.

2. Receipt of Addenda Nos. _____, _____, _____, _____, is hereby acknowledged and all modifications therein have been considered in the foregoing schedule of prices.

3. In submitting this Bid, it is understood that the right is reserved by the Decatur Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form within ten (10) days after the Contract is presented to him for a signature.

4. The bidder guarantees that DHA certified Section 3 residents shall be employed by the prime contractor or subcontractors for a minimum of 30% of all hours worked by new hires on this project and that a minimum of 10% of the contract value shall be performed by DHA certified Section 3 business concerns, or the bidder shall provide documentation of "best efforts" to meet these minimum goals in accordance with the bid documents.

DATE: _____

By _____

Official address:

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____) SS
County of _____)

_____, being first duly sworn, upon his oath deposes and says that he is *sole owner, partner, president, Secretary, etc. of _____, the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder, or anyone else, to put in a sham bid, or that anyone shall refrain from bidding; that said Bidder has not, in any manner, directly or indirectly, sought by Agreement, communication or conference, or to fix any overhead, profit or cost element of said Bid price, or that of any other bidder, or to secure any advantage against the Decatur Housing Authority or anyone interested in the proposed contract that all statements contained in such Bid for **Solid Refuse Removal and Recycling Services 2023** for the Decatur Housing Authority in Decatur, Illinois, are true; and, further, that said Bidder has not, directly or indirectly, submitted his bid price; or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee in connection therewith to any corporation partnership company, association, organization, bid depository, or to any member or agent thereof, or to any other individual, except to such person or persons as have partnership or other financial interest with said Bidder in his general business.

Signature of Bidder: _____

(IF A CORPORATION)

Name of Corporation: _____

By _____
President

ATTEST:

Secretary

(CORPORATE SEAL)

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

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

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants 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 employees, that 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.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)