



Invitation to Bid Specification #02162010BID

for

Mold Abatement Interior Build-Back for Southwest CEDA

Submittals from certified minority, women and disadvantaged business enterprises are encouraged.

Faxed, e-mailed or late Bids will not be accepted.

<p>SUBMITTAL DEADLINE</p> <p>Tuesday, March 2, 2010</p> <p>by 5:00pm</p>	<p>SUBMIT</p> <p>In a sealed envelope one (1) unbound original plus one (1) duplicate copy</p>
<p>DELIVERY BY HAND or MAIL</p> <p>CEDA Receptionist</p> <p>208 S. LaSalle Street, Suite 1900</p> <p>Chicago, IL 60604</p> <p>Attn: Shawnee Little</p> <p>Specification #02162010BID</p>	<p>PRE-BIDCONFERENCE</p> <p>Monday, February 22, 2010</p> <p>at</p> <p>7666 West 63rd Street</p> <p>Summit, IL 60501</p> <p>at</p> <p>10:00AM</p>

Bid Summary

Facility	Southwest CEDA, Summit, IL
Type of Work	To provide construction services for Southwest CEDA at 7666 West 63 rd Street, Summit, Illinois, 60501
Questions	Written questions may be faxed to (312) 795-0410 or emailed to slittle@cedaorg.net . Oral interpretations are not binding.
Pre-Bid Conference	A Pre-Bid conference will be held on Monday, February 22, 2010 (10:00am) at 7666 West 63 rd Street, Summit, Illinois, 60501
Bid Bond	10% of Contract Award
Performance Bond	100% of Contract Award (required for Bids exceeding \$50,000.00)
Architect of Record	Aries Consulting Group, Inc. 1550 Hubbard Avenue Batavia, Illinois 60610
Bids must be received by:	March 2, 2010 at 5:00 PM
Bids must be returned to	CEDA Receptionist, 208 South LaSalle Street Suite 1900 Chicago, IL 60604 Attn: Shawnee Little Specification #02162010BID

SECTION 1 INTRODUCTION

The Community and Economic Development Association of Cook County Inc. (CEDA) is a community action agency serving Cook County. It provides economic development and human service programs to address the needs of low-income County residents and the underlying conditions which cause those needs. CEDA provides a variety of services including but not limited to Head Start, WIC, Emergency, Low Income Heating and Energy Assistance Program (LIHEAP), Housing and Weatherization (WX). These services and many others are offered at CEDA's seven Community Development Agencies and at other contracted sites.

SECTION 2 PURPOSE/OBJECTIVE

CEDA is soliciting Bids for a qualified contractor to provide construction services to the program listed below:

Issuing Department: Southwest CEDA
General Description: Mold Abatement Build-Back
Location: 7666 West 63rd Street
Summit, Illinois 60472

SECTION 3 SCOPE OF SERVICE

The work herein specified to be done consists of the construction per the specifications and drawings in Attachment A hereinafter referred to as "Drawings". This work is to be done at 7666 West 63rd Street, Summit, Illinois, 60501.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things necessary to do all work required for the completion of each item of the work and as herein specified. The location, general characteristics and principal details of the work are indicated on the Drawings.

If amendments to the Drawings are necessary they will be prepared by the architect of record and provided to the bidder as amendments.

3.1 Contractor Responsibilities

Before submitting Bids, Contractors must carefully examine the drawings, specifications and related documents, to fully familiarize themselves with the requirements of the work and the conditions under which the work will be executed.

Such examinations are presumed and no allowance will be made for extra labor or materials necessary, or any other cost or expense due to any conditions encountered that might have been foreseen had examinations been made.

The Contractor must obtain as a part of this work all required building permits. Costs for permits shall be included in the Bid price. Prior to acceptance by CEDA, work, must pass all inspections required by the City, Town or municipality issuing the building permit.

SECTION 4 INSTRUCTIONS TO BIDDERS

Bidders must adhere to the following instructions.

4.1 Bid Documents

All terms, conditions, specifications and provisions included in Attachment A included as a part of the requirements set forth in this document.

4.2 Pre-Bid Conference

Before submitting Bids, Contractors must carefully examine the premises to familiarize themselves with existing conditions and to fully understand the nature and scope of work included.

A Pre-Bid Conference will be held on **Monday, February 22, 2010** from **10:00 A.M.**, at **7666 West 63rd Street, Summit, Illinois, 60501**. CEDA strongly urges all prospective Bidders to attend, but attendance is not mandatory, however this will be the only walk-through for this project. The selected design team will be responsible for being familiar with the existing site conditions. This conference will be the only pre-Bid meeting held for the benefit of prospective Bidders.

4.3 Document Submittal and Questions

Contractor must submit one unbound (1) original and one (1) copy of their bid. Bids must be returned by **Tuesday, March 2, 2010**. Bids must be submitted to: CEDA, 208 South LaSalle, 19th Floor, Chicago, IL. Receptionist Desk, Attn: Shawnee Little, Specification #02162010BID.

➤ **4.3.1 QUESTIONS REGARDING DRAWINGS AND DOCUMENTS**

Contractor should submit questions to Shawnee Little via fax at (312) 795-0410 or email at slittle@cedaorg.net. In general, no answer will be given to Bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the drawings or other contract documents or the equality or use of products or methods other than those designated or described on the drawings or in the specifications. Any information given to Bidders other than by means of the drawings and other contract documents, including addenda, as described below, is given informally, for information and the convenience of the Bidder only, and is not binding. The Bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the Bidder to assess any claim or demand against CEDA on account thereof.

To receive consideration, questions shall be submitted in writing to the Purchasing Manager at least seven (7) business days before the established date for receipt of Bids. If the questions involve the acceptability or use of any unspecified products or methods, it must be accompanied by drawings, specifications or other data insufficient detail to enable Purchasing to determine the acceptability, equality and suitability of the unspecified product or method. In general, Purchasing will neither approve nor disapprove particular products prior to the opening of Bids. Such products will be considered when offered by the Bidder for incorporation into the work. The Procurement department will issue addenda, which shall become a part of the contract documents, answers to questions which in the sole judgment of the Procurement Department impact the scope of services or is vital information to all Bidders will be issued as addenda at least three (3) days prior to the receipt of Bids. The Purchasing Manager will issue copies of the addenda to those prospective Bidders known to have taken out sets of the drawings and other contract documents. The Bidder agrees to use the products and methods designated or described in the specifications as amended by the addenda. Any addenda issued shall take precedence over drawings or specifications. Where there is a conflict between specifications and drawings, the higher standard shall prevail.

➤ **4.3.2 INFORMATION NOT GUARANTEED**

All information given on the drawings or in the other contract documents relating to subsurface and other conditions, natural phenomena, existing pipes and other structures is furnished only for the information and convenience of Bidders and is not guaranteed. It is agreed and understood that the CEDA does not guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction will be the same as those indicated on the drawings or in the other contract documents and the Bidder or Contractor shall assume all risk with respect to such conditions. It is agreed further and understood that no Bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for, any claim or demand against CEDA arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena,

existing pipes or other structures actually encountered during the construction work. The Contractor shall dig test pits, contact appropriate parties, or do any other necessary work, and at his own expense, to locate subsurface and other structures both shown and not shown on the drawings, in advance to performing work near the structure.

4.4 Contractor Qualifications

The selected Contractor must have a minimum of five (5) consecutive years in business as a general contractor. Bidders must be licensed in the State of Illinois. Contractor must be able to provide three (3) business references from projects that are comparable in scope and size. Submittals from Bidders not meeting the minimum requirements will be considered unresponsive.

4.5 Bidder Evaluation and Award

Bids will be evaluated based the quality of the contractors' Bids in the areas listed in Section 4.1 Evaluation of contractor responses is the sole responsibility of CEDA staff and based totally on CEDA's assessment of responses. The CEDA Procurement Director reserves the right to award a contract or reject any or all Bids when, in her opinion, the best interest of CEDA will be served. The contract will be awarded to the most responsible Bidder as determined by CEDA.

➤ **4.5.1 WITHDRAWAL OF BID**

Except as hereinafter in this article otherwise expressly provided, once his Bid is submitted and received by the CEDA for consideration and comparison with other Bids similarly submitted, the Bidder agrees that he may not and will not withdraw it within one hundred twenty (120) consecutive calendar days after the actual date of opening of Bids.

Upon proper written request and identification, Bids may be withdrawn only as follows:

- At any time prior to the designated time for the opening of Bids.
- Provided the Bid has not theretofore been accepted by CEDA, at any time subsequent to the expiration of the period during which the Bidder has agreed not to withdraw his Proposal. Unless a Bid is withdrawn as provided above, the Bidder agrees that it shall be deemed open for acceptance until the 'agreement' has been executed by both parties thereto or until CEDA notifies the Bidder in writing that his Bid is rejected or that the CEDA does not intend to accept it, or returns his Bid deposit. Notice of acceptance of a Bid shall not constitute rejection of any other proposal.

➤ **4.5.2 CONTRACT AWARD**

A contract will be awarded to the Contractor(s) whose proposal, in the sole judgment of CEDA; most thoroughly meets the evaluation criteria outlined in this document and Attachment A while providing the most beneficial pricing to the agency. The Contractors shall commence with the work within ten (10) days after receipt of "Notice to Proceed" from CEDA.

CEDA reserves the right to reject any and all Bids, to accept Bids in whole or in part, and to waive any irregularities or defects in any proposal, should it deem such action to be in the best interests of CEDA.

Contract award will be made to the lowest responsive and responsible bidder based upon the lump sum.

4.6 Submittal Requirements

Contractor responses must provide a narrative listing the qualifications and experience that allow him/her to provide this service. Contractor must include the number of permanent staff in the company and the experience of the crew that will be assigned to this project. In addition the Contractor submittal must include the items listed below:

- Proof of insurance coverage (Exhibit A)
- Signed Cost Proposal
- Cost of Services

- M/W/D/S Business Participation Plan
- Bid Bond
- Completion of Exhibits B through E
- A minimum of three professional references from projects of similar size and scope as the project specified in this document.

➤ **4.6.1 TIME OF COMPLETION**

Provide the guaranteed maximum calendar day duration in which your firm will provide the services described in this BID. Include a schedule of completion for the project, including major tasks and sub-tasks to be accomplished.

➤ **4.6.2 M/W/D/S BUSINESS PARTICIPATION**

State the level of minority, women-owned, disadvantage or small business involvement that will be utilized on this specific project, either as sub-contractors or that you will self-perform. Provide a list indicating the cost and per cent of total cost for each enterprise. If they are multiple enterprises, please indicate this as well. This level should be at least equal to the percentage stated in your original proposal.

If the scope of services does not support such a level of involvement, please explain. A certification must be included for each business for which status is claimed and included with the proposal.

➤ **4.6.3 BOND**

- Bid Bond

All Bids must include a Bid Bond in the amount of 10% of the bid.

- Performance Bond

The Bidder whose Bid is accepted agrees to furnish the performance bond in the sum of the full amount of the bid, including allowance for contingencies and extra work, and/or contract price, and duly executed and acknowledged by the said Bidder as principle and by a surety company qualified to do business under the laws of the State of Illinois and satisfactory to CEDA, as surety, for the faithful performance of the contract and payment for labor and materials. The premiums for such bonds shall be paid by the Contractor.

The 'performance bond' is only required for Bids exceeding \$50,000.00.

The Bidder must provide a letter from the bonding company stating that your company is able to receive performance bonding within one week's time after receipt of award. The letter must be on the bonding company's letterhead with their name, address and telephone number and must be submitted with the Bid.

4.7 Wage Compliance (DAVIS BACON)

Davis Bacon Wage Requirements will apply to this response. This means:

- a. The successful responder will be required to submit certified payrolls that show compliance with the Davis Bacon requirements detailed herein. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract.
- b. The successful responder's employees will have to be paid weekly pursuant to the Davis Bacon determination listed herein.
- c. Wage Posters will have to be displayed at the job site.

4.8 Evaluation Criteria

Criteria
Quality of References (Professional)
Quality of references will be evaluated based on the similarity of work that is requested in this RFP. The

vendors will be rated based on the references submitted.
<p>Cost Proposal Cost Bids will be evaluated based on the reasonableness of the costs especially the profit and overhead. Although cost is an important factor, lowest price is not the sole criteria for this award.</p>
<p>Years and Quality of Experience Contractor's years of experience must meet or exceed five (5) years. Contractors should have a valid Business and/or General Contractors License.</p>
<p>Bonding Letter Bidders must submit a letter from a valid Surety company stating that if awarded they will be able to obtain the performance bond.</p>
<p>Quality of M/W/D/BE Plan Bidders' utilization of certified small businesses, minority-owned firms and women's business enterprises.</p>

4.9 Competition Negotiation

CEDA reserves the right to enter into negotiations with any or all Bidders as determined by CEDA in the evaluation of these Bids. Bidders agree to participate in any subsequent meetings or presentations requested by CEDA in the evaluation of this proposal.

4.10 Payment Terms

Work will commence upon receipt of a purchase order from CEDA. The purchase order number specified must be used on all invoices and invoices must be numbered.

SECTION 5 GENERAL CONDITIONS

5.1 Insurance Requirements and Indemnification

The selected Vendor must maintain the types of insurance coverage described in Exhibit A. Each Bid must be accompanied by written evidence of the type and amount of insurance maintained.

The vendor shall indemnify, keep and hold harmless its agents, officials, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the CEDA in consequence of the granting of this contract, or which may in anyway result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission by the vendor or his employees, of a subcontractor of his employees, if any, or of the CEDA or its employees. The vendor shall, at his own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the CEDA in any such action, the vendor shall, at his own expenses, satisfy and discharge them. The vendor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by vendor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the CEDA as herein provided.

5.2 Investigations Prior to Bid Award

CEDA may make such investigations as are deemed necessary to determine the ability of the vendor to perform the work, and the vendor shall furnish all such information and data for this purpose as CEDA may request. CEDA reserves the right to reject any Bid if the evidence submitted by, or investigation of such vendor, fails to satisfy it that such vendor is properly qualified to carry out the obligations of the contract.

5.3 Officials or Employees

No officer or employee of the CEDA, or the governing body of the CEDA, who exercises any responsibilities with respect to the purchase to be made, shall during his tenure in office, have any interest, direct or indirect, in any contract or purchase order issued as a result of this Bid process.

5.4 Exemption from Retailers, Occupation or Use Taxes

CEDA is a non-profit corporation recognized by the Internal Revenue Services as a 501(c) (3) exempt organization and by the State of Illinois as organized exclusively for charitable purposes. CEDA is exempt by law from Retailers Occupation Tax (both State and Local), Use Tax and the Service Use Tax of IL on materials or services purchased in connection with the Work.

5.5 Tax Liability

Consultants, contractors or vendors that perform services for or supply equipment and materials to the CEDA must pay, as a cost of the Work, all existing and future applicable federal, state, and local taxes that apply to them, whether direct or indirect, incurred in connection with the services. The quoted hourly billing rate must include all other Federal, State, and/or Local direct or indirect taxes that apply.

5.6 Cost/Ownership of Bids

CEDA owns all Bids. Bids will not be returned to Vendors. CEDA shall not be responsible for expenses incurred in preparing and submitting the Proposal. Such costs shall not be included in the Proposal.

5.7 Response to Exhibits

Contractors are required to complete and submit detailed responses to this Request for Bid(RFP), including, but not limited to the submittal requirements set forth in Section 4.9 of this RFP and all Exhibits and applicable schedules.

5.8 Federal Statutes

Applicable provisions under 45 CFR Parts 74.42-74.47, 92.36 and 41 U.S.C. 403(11), 10 CFR section 600.236 of the DOE regulations and Section 1352, and Title 31 of the U.S. Code regarding Federal Lobbying Restrictions govern this purchase.

Contractor shall comply with the following; The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq.(1988), as amended; Executive Order NO. 11,246. 30 Fed. Reg. 12,319 (1965) reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No 11,375, 32 Fed. Re. 14303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1988); Rehabilitation Act of 1973, 29 U.S.C sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 ET/. seq.; and 41 C.F.R. Part 60 seq. (1990); the Copeland "Anti-Kickback" Act (18U.S.C. 874) as supplemented by 29 CFR part 3.n Contractor shall comply with all applicable standards orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution amended (33 U.S.C. 1251 et seq.

5.9 Non-Discrimination

Contractors participating on this agreement shall not (1) fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his or her compensation, or the term, conditions, or privileges of his employment because of such individual race, color, religion, sex, age, handicap or national origin. (2) Limit segregate, or classify employees or applicants for employment in any way which deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals.

5.10 Ambiguity, Conflict or Other Errors in the RFP

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Bids, it shall immediately notify the Department of Procurement of such errors in writing and request modification or clarification of the document. Procurement will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Department of Procurement.

The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Bids prior to submitting the Bid or it shall be waived.

5.11 Contract Termination

Any contract arising out of this solicitation may be canceled by CEDA if the Contractor fails to perform any of the duties specified. Should a Performance Bond, Letter of Credit or Certificate of Deposit be posted by the respondent, it will be forfeited to CEDA in the event of the contractor's failure to perform on any provision of the agreement. The contractor may cancel the agreement with thirty (30) days written notice to CEDA.

SECTION 6 COST PROPOSAL

On behalf of _____ I submit this Bid to the Community and
(Name of Firm)
Economic Development Association of Cook County, IL to provide construction services
as described in this document and exhibits for the following price:

_____.

I have full authority to bind _____ to this Bid and the terms and
(Name of Firm)
conditions of this Proposal. Further, if selected, my company will be available to start this project on
_____ and it will take us approximately _____ days to complete
(Date) (Number of Days)
this project.

Signature of President or Authorized Officer

Title of President or Authorized Officer

Date

For questions regarding this Bid please contact

Name

Title

Telephone Number

Fax Number

Email Address

Mailing Address

**EXHIBIT A
INSURANCE REQUIREMENTS**

Vendors must advise CEDA of the limits it currently maintains of the types of insurance coverage set forth below, and must provide the CEDA with certificates evidencing such coverage. CEDA reserves the right to ask for higher levels of coverage.

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Worker's Compensation	Statutory-State of Illinois
Employers a. Each Accident b. Each Employee Disease c. Policy Aggregate Disease	\$500,000.00 \$500,000.00 \$500,000.00
Commercial General Liability a. Per Occurrence b. General Aggregate 1. General Aggregate-Per Project 2. General Aggregate Products Completed Operations Personal and Advertising Injury Fire Legal Liability (any one fire) Medical Expense (any one person)	\$1,000,000.00 \$1,000,000.00 \$1,000,000.00 \$50,000.00 \$5,000.00
Umbrella Excess Liability (Coverage must be in excess of Commercial General Liability, Automobile Liability, and Employer's Liability. It shall be no more restrictive than the primary coverage listed.)	\$2,000,000.00 over Primary Insurance \$1,000.00 retention for Self-Insured Hazards Each Occurrence
Business Auto Liability (This Policy must provide coverage for all owned, non-owned, and hired autos.)	\$1,000,000.00

CEDA must be named as additional insured on this coverage as well as on Umbrella Liability. Vendor must name the following as additional insured on all certificates of insurance:

CEDA, its board members, officers, employees, agents and consultants.

All insurance companies must be rated A-VIII or better by the A. M. Best Company.

Vendor's assumption of liability is independent from, and not limited in any manner by, the Vendor's insurance coverage obtained pursuant to this Proposal, or otherwise. All amounts owed by Vendor to the CEDA as a result of the liability provisions of the Contract shall be paid on demand.

Average Annual Sales in the last (3) years: \$ _____
 Current Net Worth: \$ _____
 Date Business Started: _____

SECTION 1. FOR PROFIT CORPORATIONS

- a. Incorporated in _____
- b. Authorized to do business in the State of Illinois Yes No
- c. Names of all officers and directors of corporation or attach a list.

Name	Title	Name	Title
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- d. If the corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage of interest of each.

Name	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- e. Is the corporation owned partially or completely by one or more other corporations? Yes No
- f. If the corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage of interest of each.

Name	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements with this Section 1 would be satisfied by the Bidders/Bidder enclosing, with its Proposal/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

SECTION 2. PARTNERSHIP

If the bidder/Bidder is a partnership, indicate the name of each partner or attach a list and the percentage of interest of each therein.

Name of Partners	Percentage of Interest
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIPS

- a. The Bidder/Bidder is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:
 Yes No If No, complete items b and c.
- b. If the sole proprietorship is held by an agent(s) or a nominee, indicate the principle(s) for whom the agent or nominee holds such interest.

Name(s)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

SECTION 4. NOT-FOR-PROFIT CORPORATIONS

- a. Incorporated in State of _____
- b. Authorized to do business in the State of Illinois Yes No
- c. Names of all officers and directors of corporation or attach a list.

Name	Title	Name	Title
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The above certifications set forth in the Contractor's Affidavit shall become part of the Build-Back Contract and incorporated by references as if fully set forth therein. Further, the Contractor shall comply with these certifications during the term of the contract.

SECTION 5. LIMITED LIABILITY CORPORATIONS

- a. Incorporated in State of _____
- b. Authorized to do business in the State of Illinois Yes No
- c. Names of all officers and directors of corporation or attach a list.

Name	Title	Name	Title
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 6. CERTIFICATION REGARDING SUSPENSION AND DISBARMENT

The contractor certifies to the best of its knowledge and belief, that it and its principles are not presently debarred, suspended, proposed for debarment ineligible or voluntarily excluded from transactions by any Federal, State or local government agency. Have not within a (3) year period preceding this Bidbeen convicted of or had a civil judgment rendered against them for the 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, a violation of Federal or State antitrust statues; or the

commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offense enumerated in Section 2(a) above, and have not within a (3) year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

SECTION 7. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on this page, that I have personal knowledge of all the certifications made herein and that the same are true.

Signature of President or Authorized Officer

Title

Date

(Name of Bidder if Vendor is an Individual)
(Name of Partner if Vendor is a Partnership)
(Name of Corporation if Vendor is a Corporation)

Subscribed and sworn to before me this _____ day of _____.

Notary Public
My commission expires _____.

AFFIX NOTARY SEAL:

EXHIBIT C
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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, an 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.

(2) 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.

(3) 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, 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Organization

**EXHIBIT D
SMALL, MINORITY, WOMEN-OWNED AND DISADVANTAGED BUSINESS ENTERPRISE
IDENTIFICATION FORM**

GENERAL CONTRACTOR INFORMATION:

- a) Name of Company: _____
- b) Is your company certified as a small, minority, female or disadvantaged business enterprise by a municipal, county, State, or Federal agency? Yes____ No_____.
- c) If yes please answer the following:
 - i) Please list agency _____
 - ii) Please attach a copy of your certification letter.
- d) Is your firm certified as a minority business by the Chicago Minority Business Development Council? Yes____ No_____
- e) Is your firm certified as a female owned business by the Women's Business Development Agency? Yes____ No_____
- f) Please attach a copy of your certification letter.

Small businesses, minority-owned firms and women's business enterprises will be given preference for purchases whenever possible. Information will be made available to these firms to encourage their participation in CEDA's purchasing functions.

SUB-CONTRACTOR INFORMATION:

- 1) Are you using sub-contractors or suppliers certified as small, minority, female, or disadvantaged businesses? Yes____ No_____
- 2) If yes, please answer the following:
 - a) What approximate percentage of work is performed by these subcontractors?
 - b) What are the names of the firms?
 - c) Please attach certification forms for all certified sub-contractors.
 - d) What are the names of the firms used and the approximate dollar amount of the supplies purchased from small, minority, female, or disadvantaged businesses?
 - e) What approximate percentage is that of the total dollar amount purchased?
 - f) Please attach certification forms for all certified suppliers.

When contracting for goods and services preferences will be given to contractors who subcontract with small businesses, minority-owned firms and women owned enterprises.

EXHIBIT E
BUSINESS INFORMATION AND REFERENCES

1. How many years has this company been in business? _____
2. Do you have a current business license? YES_____ NO_____
3. In what City or Town is the company licensed?_____
4. Each Bidder should include here the name and telephone number of the project manager (or other contact person if the project manager is no longer available) for all jobs of similar size and scope performed by the firm, or team, within the past five (5) years.

CEDA reserves the right to contact any and all references and to obtain, without limitation, regardless of Bidder's performance on the listed jobs the same information provided for in the original RFP. All references checked will be scored on a scale of 1 to 10, with 10 being the highest possible score. If sub-consultants are proposed, past working relationships on similar projects should be indicated.

Project Name _____
Agency/Department/Office for Which Performed _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Project _____
Project Description _____
Dollar Value on A/E Contract _____
Dollar Value of Total Construction _____

Project Name _____
Agency/Department/Office for Which Performed _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Project _____
Project Description _____
Dollar Value on A/E Contract _____
Dollar Value of Total Construction _____

CEDA DEPARTMENT OF PROCUREMENT

Project Name _____
Agency/Department/Office for Which Performed _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Project _____
Project Description _____
Dollar Value on A/E Contract _____
Dollar Value of Total Construction _____

5. Please provide the name of a banking reference that you have a business relationship with.

ATTACHMENT A

Scope of Service

