

PROJECT MANUAL
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DECATUR HOUSING AUTHORITY
1808 East Locust Street
Decatur, Illinois 62521
(217) 423-7711

PROJECT MANUAL FOR

SOLID REFUSE REMOVAL AND RECYCLING SERVICES
FOR DECATUR HOUSING AUTHORITY

DATE: July 14, 2017

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INVITATION TO BIDDERS

Sealed bids will be received by the Board of Commissioners, Decatur Housing Authority at 1808 East Locust Street, Decatur, Illinois 62521, until 3:00 p.m. prevailing time on the 3rd day of August 2017, for Solid Refuse Removal and Recycling Services for Decatur Housing Authority in Decatur, Illinois, at which time the bids will be publicly opened and read.

The work is to be performed in accordance with the Specifications prepared by the Decatur Housing Authority, now on file at the office of the Decatur Housing Authority, (DHA), 1808 East Locust Street, Decatur, Illinois 62521, PH. (217)423-7745 Ext. 3038.

Sealed bids must be submitted on the Form of Bid accompanying these specifications. Envelopes containing bids shall be addressed to the Board of Commissioners, Decatur Housing Authority, 1808 East Locust Street, Decatur, Illinois 62521, and shall be clearly labeled, "BID DOCUMENTS FOR SOLID REFUSE REMOVAL AND RECYCLING SERVICES FOR DECATUR HOUSING AUTHORITY TO BE OPENED AT 3:00 P.M. PREVAILING TIME ON AUGUST 3, 2017." Bid envelope shall also clearly stipulate the name of bidder.

The Authority has the right reject any and/or all bids and waive any informalities in the bids.

DATED this 14th day of July 2017.

BOARD OF COMMISSIONERS
DECATUR HOUSING AUTHORITY
DECATUR, ILLINOIS

s/ Lisa Campbell-Hein
Chairperson of the Board

s/ James E. Alpi
Executive Director

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date of the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here.]

**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)

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 PROPOSAL

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, 2017. (\$ _____ dollars per month.) Includes recycling services at 156 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
Lexington AMP ILL 12-28 1221 N. Van Dyke	2 cu. yd.- 1 Compacted 1 non-compacted	1 (DHA Owned) 1 (Hauler provided) Rear Load	Three times weekly	No Recycling
Concord AMP ILL 12-22 333 E. Center	2 cu. yd.- 1 Compacted 1 non-compacted	1 (DHA Owned) 1 (Hauler provided) Rear Load	Three times weekly	No Recycling

Address	Container Size	No. of Containers	No. Pick-ups	Recycling
Hartford AMP ILL 12-23 1096 W. Decatur	2 cu. yd. - Compacted	1 (DHA Owned) Rear Load	Twice Weekly	No Recycling
Davis Center 1808 East Locust	2 cu. yd.	1 (Hauler Provided) Rear Load	Twice Weekly	Included in Base Bid 2 – 65 gallon toters once/week provided by DHA
Garden Apartments AMP ILL 12-23 1039-1063 E. Cantrell (10 units in two bldgs.)	2 cu. yd.	1 (Hauler provides) 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 provides) Front Load	Once Weekly	No Recycling
524-528 West Macon St AMP ILL 12-23	2 cu. yd.	1 (Hauler Provides) 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	Totes	1 Each Unit	Once weekly	Recycling Included in Base Bid 1 each unit 65 gallon DHA provided toter once weekly

Address	Container Size	No. of Containers	No. of Pickups	Recycling
(Townhouses Continued) 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				
Scattered Sites (131 units) AMP ILL 12-24 (See Attached Address List)	Tote	1 Each Unit	Once Weekly	Recycling Included in Base Bid 1 each unit 65 gallon DHA provided totter 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 2017** 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)

CONTRACT
(Sample)

THIS AGREEMENT made this ___ day of _____ in the year Two Thousand Seventeen by and between _____ hereinafter called the "Contractor," and DECATUR HOUSING AUTHORITY, a Municipal Corporation, Decatur, Illinois, hereinafter called the "Local Authority."

WITNESSETH, that the Contractor and the Local Authority, for the consideration stated herein, mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, materials, equipment and services and perform and complete all work required for Solid Refuse Removal and Recycling Services at the Lexington, 1221 N. Van Dyke, the Concord, 333 E. Center, the Hartford, 1096 W. Decatur, the Davis Center, 1808 East Locust, the Garden Apartments, 1039-1063 E. Cantrell, 1402-1558 N. Poole Street, the Townhouses at 1000-1090 E. Leafland and 1110-1190 N Calhoun Street (25 Units), 524-528 West Macon Street Apts., and 131 Scattered Sites (see attached list), for Decatur Housing Authority in Decatur, Illinois, described as Base Proposal all in strict accordance with Specifications and Drawings dated July 14, 2017, and Addenda Nos. ____ thereto, all as prepared by the Decatur Housing Authority.

ARTICLE 2. Contract Price. The Local Authority shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the sum of _____ DOLLARS (\$ _____), for a 24 month duration beginning _____.

ARTICLE 3. Contract Documents. The Contract shall consist of the following component parts:

- a. This Instrument
- b. General Contract Conditions-Non-Construction
- c. Specifications
- d. Drawings (If applicable)
- e. Addendum (If Applicable)
- f. Form of Bid

This instrument, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

ARTICLE 4. Time of Completion. Work shall be commenced on _____ and shall continue uninterrupted for a 24 month period.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year first above written.

Contractor

ATTEST:

By _____
Title _____

Business Address:

DECATUR HOUSING AUTHORITY

ATTEST:

By _____
Diane Hackert
Title Assist. Contracting Officer

Business Address:

1808 East Locust Street
Decatur, Illinois 62521

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations); the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
- (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
- (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
- (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) a trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

SECTION 3 CONTRACT CLAUSE

24 CFR 135.38 - Section 3 clause. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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).

**SPECIFICATIONS FOR SOLID REFUSE REMOVAL SERVICES
FOR
DECATUR HOUSING AUTHORITY**

CONTRACTOR QUALIFICATIONS

All contractors (herein referred to as “haulers”) submitting successful bids for the proposed project must provide evidence of the following qualifications prior to contract award:

- A. Licenses as required by the City of Decatur, State of Illinois, and all applicable Federal Agencies.
- B. Registrations to operate a business in the State of Illinois and Macon County.
- C. Proof of insurance with the following minimum limits:
 - 1. Comprehensive General Liability Insurance:
 - a) Bodily Injury: \$100,000 Each Person/Occurrence
 - b) Property Damage: \$1,000,000 Each Occurrence
 - 2. Comprehensive Automobile Liability Insurance: This insurance shall include non-owned, hired, or rented vehicles as well as owned vehicles.
 - a) Bodily Injury: \$1,000,000.00 Each Person/Occurrence, Combined Single Limit.
 - 3. Workmen’s Compensation and Occupational Disease: Statutory Limits.
- D. All necessary licenses and permits required for transport and disposal of household refuse.

SERVICES

- A. Collection services for disposal of solid refuse. The hauler will empty refuse dumpsters and totes on a regular schedule and at locations as specified in the table herein.
 - 1. Haulers shall dispose of all refuse collected in a legal manner at a licensed disposal facility.
 - 2. Hauler will be responsible for removal of items in dumpsters.
 - a. Large items such as furniture or appliances not placed in dumpsters will be removed by DHA.
 - 3. Haulers are not responsible for removal of yard waste.

4. Haulers shall pick up all spilled and stray refuse resulting from servicing.
5. Residents of residential units will place totes for refuse, or recycling at curbside for pickup, or in designated areas adjacent to parking lots or driveways.

B. Collection Services for disposal of single stream recycleables. The Hauler will empty recycling totes on a regular schedule and at locations as specified in the table herein.

1. Haulers shall deliver all single stream recyclable materials to a licensed recycling center.
2. Recycleables shall be as defined by the City of Decatur's recycling program.
3. Totes for recycling shall be 65 gallon recycling totes as used in the City of Decatur's recycling program and shall be provided by DHA.

C. Equipment Service for Hauler Provided Dumpsters and Totes. The Hauler shall provide and maintain at their own expense steel dumpsters with hinged closing lids and covers, and wheeled plastic or rubber totes with closing lids and covers, meeting all federal, state, and local requirements at all locations unless otherwise specified.

1. Lids shall be lightweight plastic or aluminum.
2. Dumpsters and totes shall be positioned in areas designated by Decatur Housing Authority.
3. Haulers shall periodically clean dumpsters and totes to prevent odors and or accumulation of liquids (leachate).
4. Hauler shall maintain dumpsters and totes including wheels and lid and lift horns in working order in a manner to allow easy use with minimal effort.
5. Haulers shall maintain the dumpsters in a manner to present a clean surrounding, and dumpsters and totes shall be free of rust, holes, or other damage.
6. Haulers shall provide dumpsters of the size specified and at locations listed in the table herein.

D. Equipment Services for DHA Provided Dumpsters. DHA will provide a 2 cu. yd. compactor compatible dumpster at the following locations.

1. Concord Elderly Highrise, 333 East Center. (Compactor room entrance access from Waggoner Street).
2. Hartford Elderly Highrise, 1096 W. Decatur Street (Compactor room entrance access from alley at North.

3. Lexington Elderly Highrise, 1221 N Van Dyke Street.
(Compactor room entrance access from the south driveway).
 - a. Haulers will be provided a key to allow access to compactor rooms at each of the locations above. Haulers shall secure and lock doors prior to leaving site.
 - b. Haulers shall be responsible for decoupling dumpster from compactors, emptying dumpster in their truck, and re-coupling dumpster to compactor at each location above.
 - c. Haulers shall periodically clean dumpsters to prevent odors and or accumulation of liquids (leachate) at each location above. Haulers may use hose and water provided by DHA in each compactor room.
 - d. Haulers shall be responsible for maintaining and repairing dumpster wheels, lift horns, and lids at each location above.
 4. DHA will provide 65 gallon recycling toters (City of Decatur Program compliant) at each scattered site (131 locations, and each townhouse (25 locations).
- E. Equipment Services for DHA Scattered Site Houses. DHA owns 131 Scattered Site houses and 25 Townhouse units throughout the city of Decatur, IL which are classified as commercial by City of Decatur ordinance. (The list of properties is attached hereto.)
1. Haulers will provide once a week pick up at all scattered site single family homes and the Townhouses.
 2. Hauler shall provide and maintain a 95 gallon toter at each scattered site and townhouse location for refuse (156 total).

CONTRACT TIME

- A. The period of the contract shall be 24 months beginning August 21, 2015.

PAYMENTS

- A. A single invoice itemizing cost per location per AMP shall be submitted on a monthly basis. Payments will be issued within 15 days of receipt of invoices. Schedule of locations, sizes, and service frequency is listed in the table on the Form of Bid. There shall be no deductions for vacant units.

DECATUR HOUSING AUTHORITY
1808 East Locust Street
Decatur, Illinois 62521

AMP ILL 12-22
Concord Elderly Highrise
333 E. Center
Decatur, Illinois 62526
Macon County

1853 N. Clinton
1860 N. Clinton
345 E. Olive
423 E. Center
470 E. Center
503 E. Center
504 E. Olive

Townhouses
Decatur, Illinois 62521
Macon County

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

Scattered Site Houses
1502 N. Morgan

AMP ILL 12-23
Hartford Elderly Highrise
1096 W. Decatur
Decatur, Illinois 62522
Macon County

Macon Street Apartments
524-528 West Macon Street
Decatur, IL 62522
Macon County

Garden Apartments
Decatur, IL 62521
Macon County

1063 E. Cantrell Street
1065 E. Cantrell Street
1067 E. Cantrell Street
1069 E. Cantrell Street
1071 E. Cantrell Street
1031 E. Cantrell Street
1033 E. Cantrell Street
1035 E. Cantrell Street
1037 E. Cantrell Street
1039 E. Cantrell Street

Scattered Site Houses
1037 W. Decatur
1095 W. Macon
1095 W. Sunset
220 W. Packard

DECATUR HOUSING AUTHORITY
1808 East Locust Street
Decatur, Illinois 62521

424 E. Sheridan	1606 N. 27th
434 E. Sheridan	1610 N. 27th
444 E. Sheridan	1615 N. 31st
454 E. Sherdian	1621 N. 31st
464 E. Sheridan	1630 N. 27th
474 E. Sheridan	1630 N. 28th
510 E. Sheridan	1633 N. 27th
580 E. Sheridan	1635 N. 27th
630 S. Jackson	1636 N. 28th
632 S. Jackson	1640 N. 30th
640 S. Jackson	1644 N. 30th
642 S. Jackson	1646 N. 30th
650 S. Jackson	1650 N. 27th
652 S. Jackson	1660 N. 27th
660 S. Jackson	1755 N. 31st
848 S. Jackson	1761 E. Hickory
878 S. Jackson	1765 N. 31st
912 S. Jackson	1771 N. 31st
	1810 N. 28th
AMP ILL 12-24	1811 N. 28th
Scattered Sites Houses	1813 N. 28th
	1818 N. 30th
1030 N. Charles	1850 N. 27th
1050 N. Woodford	1850 N. 28th
1045 N. Illinois	1852 N. 27th
1050 Woodford	1860 N. 27th
1104 E. Walnut	1910 N. 28th
1110 E. Walnut	1911 N. Gulick
1310 E. Locust	1921 N. Gulick
1316 E. Orchard	1925 N. Gulick
1336 E. Orchard	1939 N. 28th
1362 N. Martin Luther King Jr. Dr.	1940 N. 28th
1368 N. Gulick	1941 N. 28th
1404 E. Orchard	2016 N. Charles
1436 E. Orchard	205 Spring Street
1446 E. Orchard	255 Spring Street
1447 E. Orchard	2612 E. Logan
1466 E. Orchard	2682 E. Geddes
1605 N. 31st	2688 E. Geddes

DECATUR HOUSING AUTHORITY
1808 East Locust Street
Decatur, Illinois 62521

2801 E. Division
2805 E. Division
3084 E. Division
505 Greenwood Drive
509 Greenwood Drive
511 Greenwood Drive
517 Greenwood Drive
521 Greenwood Drive
615 N. Carolina
616 N. Moffett
646 N. Moffett
705 Cassell Court
707 Cassell Court
708 Cassell Court
709 Cassell Court
713 E. Van Buren
715 Cassell Court
716 Cassell Court
717 Cassell Court
719 Cassell Court
721 Cassell Court
723 Cassell Court
725 Cassell Court
729 Cassell Court
730 Cassell Court
740 Cassell Court
750 Cassell Court
755 Cassell Court
757 Cassell Court
760 Cassell Court
825 S. Martin Luther King Jr. Dr.
835 S. Martin Luther King Jr. Dr.
845 S. Martin Luther King Jr. Dr.
919 N. Charles
920 N. Charles
940 S. Illinois
943 N. Folk
969 N. Jordan

AMP ILL 12-28
Lexington Elderly Highrise
1221 N Van Dyke St.
Decatur, Illinois 62522
Macon County

Garden Apartments
Decatur, Illinois 62526
Macon County
1550 N. Poole Street
1552 N. Poole Street
1554 N. Poole Street
1556 N. Poole Street
1558 N. Poole Street
1510 N. Poole Street
1512 N. Poole Street
1514 N. Poole Street
1516 N. Poole Street
1518 N. Poole Street
1460 N. Poole Street
1462 N. Poole street
1464 N. Poole Street
1466 N. Poole Street
1468 N. Poole Street
1420 N. Poole street
1422 N. Poole Street
1424 N. Poole Street
1426 N. Poole Street
1428 N. Poole Street
1530 N. Poole Street
1532 N. Poole Street
1534 N. Poole Street
1536 N. Poole Street
1538 N. Poole Street
1480 N. Poole Street
1482 N. Poole Street
1484 N. Poole Street
1486 N. Poole Street

DECATUR HOUSING AUTHORITY
1808 East Locust Street
Decatur, Illinois 62521

1488 N. Poole Street
1440 N. Poole Street
1442 N. Poole Street
1444 N. Poole Street
1446 N. Poole Street
1448 N. Poole Street
1402 N. Poole Street
1404 N. Poole Street
1406 N. Poole Street
1408 N. Poole Street
1410 N. Poole Street

Scattered Site Houses
Decatur, IL 62521, 62522, 62526
Macon County
1550 N. University
1567 W. Olive
1635 W. Cushing
1666 W. Center
1710 W. Leafland
1923 W. Cushing
1955 W. Center
839 W. Marietta