INVITATION FOR BID ("IFB")

The Chicago Housing Authority (hereinafter "the CHA" or the Authority") invites Bidders to submit sealed bids for the below described event.

IFB EVENT# 2378 (2017)

CHA-WIDE PARKING LOTS SNOW REMOVAL AND SALT/DE-ICING SERVICES

Eugene Jones, CEO
Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren Street, 13th Floor
Chicago, Illinois 60605
www.thecha.org

RELEASE DATE: Monday, October 30, 2017
BID OPEN DATE AND TIME: Wednesday, November 15, 2017 at 9:30AM (CST)

Vendor Name: Avery & Payne Construction
Contact Name: Benjamin Avery
Address: 306 W. Mason
City/State/Zip: Chicago, IL 60644
Phone Number: 773-378-7310
Email Address: estimating@averypayne.com

FIRM FIXED TOTAL $ 225,710.00

Firm fixed price in whole dollars only

Bidder shall complete all Pages and submit ONE (1) Original and ONE (1) Copy. EACH SUBMITTED BF/1 MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign BF/1 shall result in the entire Bid Package being deemed non-responsive.

(Signature) (Contractor's Name)
Benjamin Avery President
(Print Name) (Title) (Date)

11/15/17
TABLE OF CONTENTS

PART I – BIDDER’S GENERAL INFORMATION
1. Bidder Contact with the CHA
2. Questions
3. Electronic files for drawings and technical specifications
4. Pre-Bid Meeting
5. Site Visit (if applicable)
6. Bid Opening
7. Electronic Submission (CHA Supplier Portal)
8. Manual Submission
9. Addenda (if applicable)

PART II – PROJECT SCOPE OF WORK
1. Project Scope of Work

PART III – INSTRUCTIONS FOR BIDDERS
1. Bid Submittal Requirements
2. Bid Preparation and Withdrawal of Bids Before Bid Opening
3. Bid Opening and Review of Bids
4. Award: Contract Award — Sealed Bidding
5. Type of Contract(s) and Contract Requirements
6. Contract Compliance Requirements
7. Contract Documents and Contractor’s Agreement

PART IV – ACKNOWLEDGEMENT OF BID DOCUMENTS AND INSTRUCTIONS

PART V – DOCUMENT SUBMITTAL CHECKLIST

PART VI – BID EXECUTION AND ACCEPTANCE FORM

PART VII – FEE FORM

ATTACHMENTS:
A. SNOW/SALT LOG
B. GENERAL CONDITIONS FOR PURCHASE ORDERS
C. INSURANCE REQUIREMENTS
D. HOUSING AND URBAN DEVELOPMENT (HUD) TABLE 5.1
E. CONTRACTOR’S AFFIDAVIT
F. QUICK GUIDE CONTRACT COMPLIANCE REQUIREMENTS
G. SCHEDULE A: MBE/WBE/DBE UTILIZATION PLAN
H. SCHEDULE B: SECTION 3 UTILIZATION PLAN
I. SCHEDULE C: LETTER OF INTENT MBE/WBE/DBE AND/OR SECTION 3 BUSINESS CONCERN
J. CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS, CONSTRUCTION CONTRACTS (HUD 5369-C)
K. GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS (HUD 5370-C)
L. INSTRUCTIONS TO BIDDERS FOR NON CONTRACTS PUBLIC AND INDIAN HOUSING (HUD 5369)
PART I - BIDDER’S GENERAL INFORMATION

1. BIDDER CONTACT WITH THE CHA: The Procurement Associate identified below is the sole point of contact regarding this solicitation from the date of issuance until selection of the successful Bidder. CHA contact information:

   Anna Epps, Procurement Specialist
   Chicago Housing Authority
   60 East Van Buren Street, 13th Floor
   Chicago, Illinois 60609
   Fax (312) 912-7238
   Email: aepps@thecha.org

2. Questions may be submitted through CHA Supplier Portal or in writing to the Procurement Specialist as shown below by no later than 12:00 P.M. (CST) on Wednesday, November 8, 2017. Questions received concerning this solicitation after the deadline shown above will likely be unanswered. The Authority reserves the right, at its sole discretion, to respond to questions received after the deadline.

3. ELECTRONIC FILES FOR DRAWINGS AND TECHNICAL SPECIFICATIONS: Please be advised that the Chicago Housing Authority is NOT distributing printed plans or specifications with this solicitation. The Bid Solicitation, Technical Specifications and Drawings are available on the CHA’s Supplier Portal Website at https://supplier.thecha.org.

4. PRE-BID MEETING Date, Time, and Location: Friday, November 3, 2017 at 11:00 A.M., Chicago Housing Authority, 13th Floor Bid Bond Room, 60 East Van Buren Street, Chicago, IL 60605. CHA strongly encourages all interested firms to attend the pre-bid meeting. Real-time online viewing is available. To view the Pre-Bid Meeting online visit https://livestream.com/accounts/13907077.

5. SITF VISIT:

   A site visit is strongly suggested prior to submitting a bid. The contractor shall verify all conditions and dimensions and be responsible for their work conforming to existing conditions. No allowance shall be made subsequently on behalf of the Contractor for any error or negligence on part of the Contractor. Any difference found shall be submitted to The CHA for review and considerations before proceeding with the work.

6. BID OPENING Date and Time: Wednesday, November 15, 2017 at 9:30 A.M., CST

7. ELECTRONIC SUBMISSION: Sealed bids may be submitted electronically via the CHA Supplier Portal at: https://supplier.thecha.org. Electronic bid submissions only require one submittal. Each Submittal section of the electronic bid shall be labeled and separated into a different file as described in Section II. Instructions for Bidders. FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

   There is no maximum file capacity size when uploading attachments in the Supplier Portal. If you receive an error message that states the “Maximum size is 50” while uploading an attachment in the Supplier Portal, that error message is referring to the file naming size. The name of your file cannot be more than 50 characters.

8. MANUAL SUBMISSION must be submitted by paper in a sealed envelope or package and delivered by certified mail or hand-delivered. Refer to the following section II - Bid Submittal for the required number of copies. Manual Submissions must be received and time stamped no later than the date and time listed in the solicitation. The outside of the envelope must clearly indicate the Respondent name and address, name of the project, the time and date specified for receipt.

9. ADDENDA: Any interpretations, corrections, or changes to the solicitation will be made by addenda issued by the CHA. Any addenda that are issued will be provided to prospective Bidders, and posted on the CHA’s website at: www.thecha.org. It is the responsibility of the Bidder to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the Invitation for Bid document. If the CHA determines this solicitation should be modified, it will inform all prospective Bidders by distributing addendum/addenda to this solicitation before the date set for receipt of bids. The CHA reserves the right to issue Addendum to correct, modify and amend this Invitation for Bid. Bidders shall acknowledge receipt of all Addenda.
PART II – PROJECT SCOPE OF WORK

GENERAL DESCRIPTION OF SCOPE OF WORK:
Contractor shall provide the necessary tools, equipment, labor, material, delivery, installation, transportation, permits, and warranties needed to complete driveway/parking areas snow removal and de-icing services at various CHA properties. The breakdown of the work to be completed shall consist of, but not limited to, the following:

This solicitation is for services to conduct snow removal and de-icing of the parking lots at CHA properties identified in the attached Excel spreadsheet (Listing of Property Addresses). Potential bidders are encouraged to verify all information in the field prior to submitting bids. It is the sole responsibility of the Contractor to view properties and verify locations.

It is the Contractor's responsibility to become familiar with the area of each property's layout and dimensions as well as accessibility prior to submitting a bid. By submitting a bid for these services, the Contractor is deemed to have appropriately assessed the parking lots of each property or group of properties. No allowances will be granted for conditions which should have been reasonably anticipated by thoroughly examining site(s) prior to bidding. After the contract award(s), Contractors will be required to meet with a CHA designate to review the site areas designated for service and to review processes and expectations regarding verification of services provided, invoicing, and payments.

The Contractor must be available and prepared to provide full Snow Removal and De-Icing Services twenty-four (24) hours a day, seven (7) days a week, including holidays. Contractor shall plow overnight snowfalls by 7:00 a.m. to ensure safe passage.

Snow Removal and De-Icing Services shall begin on approximately November 15, 2017 and continue through approximately April 30, 2018. If CHA chooses to exercise the option period, the anticipated Snow Removal and De-Icing Services shall begin on approximately November 1, 2018 and continue through approximately April 30, 2019.

A. SNOW REMOVAL

• Contractor shall be responsible for plow operations on all specified driveway/parking areas and private thoroughfares. Contractor shall remove snow from between parked cars in parking lot spaces, prior to snow plowing. Contractor shall push snow away from parked cars to ensure there is no obstruction to vehicles or parking lot entrances, service lanes or fire lanes. Diligent care shall be observed to not negatively impact neighbors' properties with snow.

• Contractor shall only plow and de-ice upon the accumulation of two (2) inches of snow, and must be completed within a reasonable amount of time, but not more than two (2) hours after the snow has ceased to fall.

• Subsequent snow removals required due to Contractor's initial poor servicing shall be at the sole cost of Contractor and not at the cost of CHA. Contractor call backs for poor servicing will be completed within two (2) hours.

• Blizzard conditions or where accumulation rates are more than ten (10) inches within a twenty-four (24) hour period shall be considered extreme. Contractor will use any available equipment to safely complete snow removal operations. The roadways and drive areas to entrance of buildings / units must remain in useable condition for emergency vehicles.

• Contractor will recommend when snow should be relocated on site or removed off site. These operations shall commence upon approval from CHA or its agents based upon in the subsequent contract from this solicitation predetermined rate.

If relocation is necessary due to contractor's inability to appropriately place the snow, it will be removed at the contractor's expense.
B. SALT AND DE-ICING APPLICATIONS

- Contractor shall only de-ice upon the accumulation of two (2) inches of snow, and must be completed within a reasonable amount of time, but not more than two (2) hours after the snow has ceased to fall.

- Applications on driveways, private thoroughfares, and parking areas will be made with road salt or sodium chloride at the time of snow removal and plowing. Contractor will notify CHA or its agents regarding site conditions and necessity of salt applications. Approval shall be secured prior to any salt applications, unless other arrangements are pending. Costs for these applications shall be predetermined and included in the overall rate per snow event.

- Contractor will make reasonable attempts to monitor the effectiveness of the salt applications.

- Contractor will notify CHA or its agents of hazardous conditions and will secure approval prior to any applications. All applications will be made based upon the subsequent contract from this solicitation predetermined rate.

Contractor should perform all actions in a safe manner with respect to CHA’s residents and its neighbors.

C. VEHICLE AND EQUIPMENT REQUIREMENTS

Each bidder must include a description of bidder’s capacity to perform the work within the timeframe(s) required including, but not limited to, a listing of all vehicles and equipment necessary to perform the work, proof of ownership, and proper insurance and licensing. All requirements for vehicles, equipment, and supplies listed herein are PER BID and must be dedicated to service only facilities within the respective service area.

Prior to contract award, the bidder may be required to conduct a demonstration of good operating performance of Snow Plowing and De-icing vehicles and equipment.

Prior to contract award, the bidder must permit inspection of all vehicles and related equipment identified, to assure vehicles and equipment are in good operating condition. The CHA reserves the right to reject any vehicle or equipment that is considered to be in poor operating condition. Furthermore, the bidder, upon CHA request, must provide a sufficient implementation plan describing how the number of vehicles and pieces of equipment will be deployed in order to provide sufficient coverage to provide services for all Snow Plowing and De-Icing locations.

The Contractor will be required to supply, maintain, and operate equipment necessary (snow throwers, shovels, Bobcat-like front loading equipment) to keep designated areas free of ice and snow.

D. STANDARDS OF PERFORMANCE

Contractor shall devote, and shall cause all of its employees and subcontractors, if any, to devote, their time, attention, best skill and judgment, knowledge, and professional ability as is necessary to perform all snow plowing and de-icing services effectively, efficiently, and consistently with the best interests and satisfaction of CHA. Contractor’s employees must possess a current valid driver’s license and all vehicles used in connection with the contract must be properly insured.

Contractor shall pay particular attention to speed bumps, culverts, sewer covers, drains, signs, light posts, fences, gates, and other obstructions prior to commencement of its operations.

E. PROTECTION OF WORK, DAMAGES, AND REPAIRS

Repairs and replacements will be made as soon as possible and reasonable. Claims for damages will be made no later than May 31st. Displaced turf will be reinstalled when possible. A full assessment of turf damage will be conducted in
CHICAGO HOUSING AUTHORITY
EVENT NO. 2378 (2017)

CHA WIDE PARKING LOTS SNOW REMOVAL AND SALT/DE ICING SERVICES

the Spring with damaged areas repaired with topsoil, seed, and germination blanket where appropriate. Seeded areas will receive the initial watering by the Contractor.

Contractor is responsible for damage to curbs, drives, or asphalt unless Contractor has submitted a report of property damage prior to the first snowfall.

F. OTHER REQUIREMENTS

* Snow accumulation will be determined and verified through reports received from the National Weather Service by the CHA at the time service was performed by the Contractor.

* De-icing services will be required EVERY TIME snow plowing services are performed. Further, the price bid for snow plowing services, for each snow accumulation level, must be inclusive of the costs for De-Icing Services and all related supplies and materials to meet this requirement.

* The Contractor must provide the CHA an authorized representative with several 24-hour scalable means for getting in contact with the Contractor’s 1st Designated Contact Person and an alternate contact person: e.g. — office phone number, cell number, pager number, and mobile e-mail or text messaging. Whenever necessary, the CHA authorized representative must be able to speak, in real-time, to the 1st Designated Contact Person and/or alternate contact person.

* The Contractor must provide a mechanism for the CHA authorized representative to maintain continuous communications with the Contractor's field supervisors, at no additional cost to the CHA. The Contractor must provide radio, cellular phone, and/or pager numbers for this purpose. The Contractor’s personnel will be available to receive communications through these numbers at least two (2) hours prior and two (2) hours after commencement of services, twenty-four (24) hours a day, seven (7) days a week.

* The Contractor must comply with any and all rules, regulations, directions, and safety standards while performing snow plowing operations on CHA-owned property.

* The Contractor must maintain daily Snow Removal/Salt Application Logs (refer to Attachment A) signed by the Contractor’s supervisor in charge, and shall be countersigned by the PPM to verify work was actually satisfactorily completed. Daily Snow Removal/Salt Application Logs shall include, but not be limited to the following information:

  * Staff on Duty
  * Weather Conditions
  * Number of pieces and type of equipment used at each location/site.
  * Date and time of snow removal and salt/de-icing from parking lots and/or driveways and private thoroughfares.
  * Location of work site.
  * Identification number and name of operator of the vehicle that worked.

  * The Contractor shall submit a copy of each daily Snow Removal/Salt Application Log for the applicable month with all invoices to verify all charges. Each location/site must be listed separately. All logs MUST be submitted within 48 hours of service to the relevant site.

* Contractors engaged in snow plowing and de-icing operations shall have a supervisor within a reasonable radius of all designated work areas at all times when work is being performed.
CHICAGO HOUSING AUTHORITY
EVENT NO. 2378 (2017)
CHA WIDE PARKING LOTS SNOW REMOVAL AND SALT/DE ICING SERVICES
Reasonable will be determined by the CHA or its agents.

If CHA determines that an employee(s) of the Contractor is/are not performing satisfactorily, is incompetent or unsuitable, for any reason determined by CHA, the Contractor shall immediately remove said employee(s) from performing any further service and ensure that all CHA property (keys, badges or any other items belonging to CHA) is returned to CHA within twenty-four (24) hours after removal. The Contractor shall immediately replace with (an) other qualified employee(s) meeting the terms and conditions of this requirement.

- Contractors shall abide by all terms set forth in subsequent contract and professional service agreement execution from this solicitation.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
1. BID SUBMITTAL REQUIREMENTS:
The Bid Submittal must include the following documents:

A. These Pages and other documents in the following form:
   i. Enter his/her firm's name in the space provided on Page 1 of this IFB; and
   ii. Submit ONE (1) original and ONE (1) copy, of the "Bid Submittal" form comprising all pages (including the Bidder's completed BF pages for Sections VII and VIII). PLEASE NOTE: Each Page within both copies shall bear an original (not photocopied) signature; and
   iii. Submit ONE (1) ORIGINAL of all required M/W/DBE and Section 3 documents; and
   iv. Submit ONE (1) ORIGINAL of all other required bid documents; and
   v. Acknowledge receipt of any Addenda issued.

Failure to submit the documentation set forth above in Section II(A)(i)-(v) may result in the bid package being deemed non-responsive and therefore ineligible for award.

B. BUSINESS LICENSE and PERMIT: The successful bidder(s) shall obtain and pay all permits (if applicable), certificates, and licenses required and necessary for the performance of the work specified herein. Furthermore, they shall post all notices required by law, and shall comply with all laws, ordinances, and regulations which may affect their performance.

C. GENERAL CONTRACTOR LICENSE: In addition to all other applicable licenses and certifications, the general contractor is required to submit with its bid a copy of bidder's current valid General Contractor License issued by the Department of Buildings of the City of Chicago, when applicable. The absence of the required license shall cause a bid to be deemed non-responsive and therefore ineligible for award. Any Contractor that does not have a currently valid license from the City of Chicago shall also be deemed non-responsive. Applications are NOT accepted.

C. BID SECURITY: Each individual bid must be accompanied by a Bid Bond in the amount of 0% of the total amount of the submitted bid or a certified check in the same amount, payable to the "Chicago Housing Authority". If the bid and bid security have not been received by the CHA prior to the time of the bid opening, the bid will not be considered. Checks from unsuccessful Bidders will be returned as soon as practicable after the opening of bids.

D. BIDDER PROFILE INFORMATION: Each individual bid must be accompanied by a summary of the Contractor's qualifications to complete the work described in the Bid Package, which summary shall include, at a minimum, the following documents:
   i. the resumes of the Contractor's Project Team (including the superintendent, project manager, and project accountant, or equivalent); and
   ii. a list of all the Contractor's subcontractors; and
   iii. a list of the Project Team of the Contractor's subcontractors;
   iv. a detailed description of not less than three (3) jobs completed by the Contractor in the last five (5) calendar years of a substantially similar size and scope and requiring substantially similar work and level or responsibility, together with the contact information of the owner's representative for each of these jobs (including name, company name, address, telephone number, fax number, and e-mail address); and
   v. the same information described in Paragraph (D)(iv) above for at least one (1) job performed by each primary subcontractor in the last five (5) calendar years.

Failure to submit the documentation set forth above in Section II(D)(i)-(v) may result in the bid package being deemed non-responsive and therefore ineligible for award. The CHA may also, based upon the Bidder's submittals, find that there exists insufficient information to clearly determine whether a Bidder and/or its subcontractor(s) possess the ability to perform successfully under the terms and conditions of the Contract Documents. The CHA may then determine the bid package is ineligible for award on the basis of insufficient evidence regarding responsibility.

E. FINANCIAL STATEMENT: The Respondent/Financially Responsible Party shall demonstrate its financial responsibility by submitting the most recent two years of audited, reviewed or compiled financial statements prepared by a third party licensed Certified Public Accountant (CPA). Listed below are the minimum acceptable required documents based upon the amount of the procurement:
CHICAGO HOUSING AUTHORITY
EVENT NO. 2378 (2017)
CHA WIDE PARKING LOTS SNOW REMOVAL AND SALT/DE-ICING SERVICES

For Procurements of Less Than $2.5 Million: The Respondent must provide **Compiled** Financial Statements which consist of:

- Accountant’s Report
- Balance Sheet (last 2 years)
- Income Statement (last 2 years)
- Cash Flow Statement (last 2 years)
- Financial Statement Footnotes (if applicable)

**Compiled** financial statements represent the most basic level of financial statements prepared by a licensed certified public accountant. In a compilation, the certified public accountant assists management in presenting financial information in the form of financial statements and does not provide any assurance that there are no material modifications that should be made to the financial statements. The certified public accountant does not perform inquiry, analytical procedures or other procedures that would be performed in a review, or obtain the understanding of the entity’s internal control, assess fraud risk or test accounting records as would be performed in an audit.

For Procurements of $2.5 Million to $10 Million: The Respondent must provide **Reviewed** Financial Statements which consist of:

- Accountant’s Report
- Balance Sheet (last 2 years)
- Income Statement (last 2 years)
- Cash Flow Statement (last 2 years)
- Financial Statement Footnotes

**Reviewed** financial statements provide the user with comfort that the certified public accountant is not aware of any material modification that should be made to the financial statements for the statements to be in conformity with the applicable financial reporting framework. A review involves the certified public accountant performing analytical procedures and inquiries that will provide a reasonable basis for obtaining limited assurance that there are no material modifications required to the financial statements. A review does not require the certified public accountant to obtain the understanding of the entity’s internal control, assess fraud risk or test accounting records as would be performed in an audit.

For Procurements of Greater Than $10 Million: The Respondent must provide **Audited** Financial Statements which consist of:

- Auditor’s Report
- Balance Sheet (last 2 years)
- Income Statement (last 2 years)
- Cash Flow Statement (last 2 years)
- Financial Statement Footnotes

**Audited** financial statements provide the user with the certified public accountant’s opinion letter that the financial statements are presented accurately, in all material respects, in conformity with accounting standards. The auditor is required to obtain an understanding of the entity’s internal control, assess fraud risk, perform analytical procedures and test accounting records.

CHA will also evaluate the respondents based upon analysis of third party reporting agencies, regulatory agencies, bureaus, etc., as it deems necessary to determine the financial adequacy of the respondent entity and confirm that the entity is in good financial standing with governmental agencies.
CHICAGO HOUSING AUTHORITY
EVENT NO. 2378 (2017)
CHA WIDE PARKING LOTS SNOW REMOVAL AND SALT/DE-ICING SERVICES

Other considerations in the evaluation of the financial condition of respondents follow:

- Financial statements must be from a legal business entity (i.e. corporation, partnership, LLC, etc.).
- Newly created entities (partnerships, LLC’s, etc.) must provide financial statements from the entity’s general partner and/or any other financially responsible entity that collectively can demonstrate the capability to complete the contract.
- Internally prepared business entity financial reports generated by the respondent will not be accepted.
- Personal financial statements or tax returns will not be accepted.
- The CHA reserves the right to request additional information to complete the financial evaluation and review of any respondents.

F. **FINAL COMPLETION FOR ALL WORK:** Is due six (6) months from the commencement date set forth in the Notice to Proceed. The Contractor acknowledges and agrees that the final completion requirements set forth herein are minimum completion requirements that must be satisfied under the contract with the PPM.

G. **SUMMARY PROJECT SCHEDULE:** In evaluating this IFB, the CHA will determine the responsibility of each bidder and whether a particular bidder can complete the Work in the shortest time frame, which time frame shall not exceed the Final Completion Date for the Work as set forth in this IFB and in the Contract Documents.

2. BID PREPARATION AND WITHDRAWAL OF BIDS BEFORE BID OPENING

A. **PREPARATION OF BIDS – Professional Service:**
   
i. Bidders must make their own estimates of the facilities and difficulties attending the execution of the proposed contract;
   
ii. **CHA FORMS and DOWNLOAD:** Bids must be submitted on the forms furnished by the CHA or on copies of those forms, and **must be manually signed.** The person signing a bid must initial each erasure or change appearing on any bid form. To facilitate the solicitation process, many of the standard CHA documents are now available for download at: [http://www.thecha.org/pages/forms_documents/66.php](http://www.thecha.org/pages/forms_documents/66.php);
   
iii. The bid forms may require Bidders to submit bid prices for one (1) or more items on various bases, including lump sum bid, alternate prices, unit prices, change order pricing of construction, or any combination thereof;
   
iv. If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, Bidders should insert the words “no bid” in the space provided for any item on which no price is submitted, and
   
v. Alternate bids will not be considered
   
vi. Product substitutions will not be considered unless this solicitation authorizes the submission. Bidders are responsible for providing bids for products that fully meet the required specifications. Bidders may bid the referenced manufacturer OR EQUAL. Nevertheless, bidders MUST bid what the specifications require. The Architect of Record or Property Manager will only consider substitution requests after the award from the selected General Contractor.

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

C. **TAX:** This bid shall not include charges for the Illinois Retailers’ Occupational Tax (so called “Sales Tax”) on direct sales to the CHA or on any material incorporated into or becoming part of the work; federal excise taxes; or federal transportation taxes. The CHA will provide all contract awardees with a Tax Exemption Certificate.

D. **WARRANTY:** The Contractor warrants to the CHA that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects. All work not so conforming to these standards may be considered defective.

E. **FALSE STATEMENTS IN BIDS:** Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

F. **REQUESTS FOR INFORMATION:** Bidders shall only communicate with the CHA’s Department of Procurement and Contracts regarding this IFB and the bid to be submitted in response to this IFB. These questions will be answered if applicable, to all potential Bidders, in the form of an addendum to the IFB, if the CHA determines that a revision to the IFB
CHICAGO HOUSING AUTHORITY
EVENT NO. 2378 (2017)
CHA WIDE PARKING LOTS SNOW REMOVAL AND SALT/DE-ICING SERVICES
is warranted. All technical questions and Requests for Information (RFIs) regarding this Contract must be submitted in writing by fax or email. Telephonic, oral, or any other means of communication of relaying questions shall not be answered. If an answer is inadvertently or otherwise provided to a question other than as specified in this section, it is expressly understood that the answer is not binding in any way on the Authority.
Please include in the body of your email or fax the following information in the order shown:

1) Subject of Question
2) Drawing/Sheet Number
3) Specification Section / Page Number
4) Information Requested
5) Suggestion

3. BID OPENING AND REVIEW OF BIDS

A. BID OPENING: No bids will be accepted after the fixed date and time for the opening of bids, at which time all bids received will be publicly opened and read aloud. Failure to submit bid documents in the required quantity and properly executed may result in the bid being deemed non-responsive and rejected by the CHA for further consideration.

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

4. AWARD: Contract Award – Sealed Bidding – Professional Service

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

B. The CHA may waive informalities or minor irregularities in bids received.

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

D. The CHA may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices, which are significantly overstated in relation to cost for other work. In addition, if there is a reasonable doubt that the bid will result in the lowest overall cost to the CHA even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment.

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

F. No Awards may be made to a contractor or firm that is on the list of contractor’s ineligible to receive awards from the Authority or the United States, as furnished by HUD.
The Bidder to whom the award is made will be notified as soon as practicable after the Authority approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.

If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Chicago Housing Authority or PPM with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

Upon award of Contract, the Authority or PPM will process the Contract for final execution.

NOTICE TO PROCEED: Following execution of the Contract and the Contractor’s delivery of all information and documents required by the Contract Documents and otherwise reasonably required by the CHA’s Department of Procurement and Contracts will issue a Notice to Proceed (NTP) to the Contractor, which will set forth the date(s) for the official commencement of the Work described in this IFB and in the Contract Documents. Upon issuance of the NTP, the CHA will make the Project location(s) available to the Contractor for the start of the required Work.

5. TYPE OF CONTRACT(S) AND CONTRACT REQUIREMENTS

A. TYPE OF CONTRACT(S): In selecting the lowest responsive and responsible bidder(s), the CHA will examine which bidder(s) offers the lowest responsive and responsible Lump Sum Base Bid Total among other criteria. The CHA anticipates awarding multiple Firm Fixed Price contracts under this solicitation based on the Lump Sum Base Bid Total.

B. TIME FOR PERFORMANCE: A Notice to Proceed will be issued by The Chicago Housing Authority subsequent to contract execution.

C. MINIMUM WAGE REQUIREMENT: Any award under this solicitation shall be submit to the Chicago Housing Authority’s Minimum Wage Requirement of Thirteen Dollars per hour ($13.00/hr.), which shall be specifically incorporated as a contractual requirement in the award and agreement resulting from this solicitation for any of the Selected Respondent’s covered employees. The Respondent must take the Minimum Wage Requirement into consideration in determining its fees for services to be performed or provided by Respondent under its fee proposal and other submittals. Notwithstanding the foregoing, Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) shall preempt any conflicting State prevailing wage rate or the Minimum Wage Requirement when the State prevailing wage rate or the Minimum Wage Requirement is higher than the Federally-imposed wage rate (24 CFR 985.101).

D. DISCLOSURE CERTIFICATION: The Contractor shall be required to make the following certification, which is included in the Contractors’ Affidavit, a required submittal to be executed and notarized. The Contractor certifies to the best of its knowledge and belief that its principles and any subcontractors used in the performance of this contract meet the Agency requirements and have not violated any City or sister agency policy, codes, State, Federal, or local laws, rules or regulations. In addition, the contractor has not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Agency.

E. CERTIFICATE OF INSURANCE REQUIREMENTS (Refer to Attachment C): Before commencing work, the Contractor and each Subcontractor shall furnish the Chicago Housing Authority with certificates of insurance showing the required insurance is in force and will insure all operations under the Contract. See attachment C for details on the required types and levels of insurance coverage.

In addition to any other provisions of this Contract or at law, the Contractor may immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further Work, or be terminated for cause from this Contract for any lapse in coverage or material change in coverage pursuant to the requirements. for failure to furnish the CHA with a timely certificate or renewal of certificate, or for making an incorrect or a false representation with regard to provision of the insurance specified in attachment C.

6. CONTRACT COMPLIANCE REQUIREMENTS
A. **ONLINE CONTRACT COMPLIANCE SYSTEM:** The CHA maintains an online contract compliance system which provides various work-flow automation features to improve reporting processes. The online contract compliance system will be used to monitor contract compliance, and the contractor and its subcontractors shall be required to use the secure web-based system to submit all information related to compliance. Prior to commencing work, the CHA will provide the contractor access to its online contract compliance system.

Accordingly, the contractor expressly agrees that it, and its subcontractors, shall provide the required compliance data to the CHA via its electronic system available at [https://cha.diversitycompliance.com/](https://cha.diversitycompliance.com/). The Contractor acknowledges that it and its subcontractors are responsible for responding by any noted response dates or due dates to any instructions or requests for information, and checking the electronic system on a regular basis to manage contact information and Contract records. The Contractor also acknowledges that it is responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current. The Contractor shall flow down this provision to subcontractors at every tier.

B. **SECTION 3 – COMPLIANCE REQUIREMENTS (Refer to Attachment F):**

1. Contractors and their subcontractors may demonstrate compliance by committing to employ Section 3 residents and by subcontracting with Section 3 Business Concerns in accordance with the requirements of 24 CFR Part 135.

   **Section 3 Business Concern is a business concern under HUD Regulations:**

   a) 51 percent or more owned by section 3 residents; or

   b) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the Business Concern were section 3 residents; or

   c) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to Business Concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “section 3 Business Concern.”

2. Contractor and sub-contractors may demonstrate compliance with the requirements for contracting with Section 3 Business Concerns by committing to award to Section 3 Business Concerns at least 10 percent of the total dollar amount of the contract awarded to the contractor for building trades work for maintenance, repair modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction and at least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In evaluating compliance with 24 CFR Part 135, contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to section 3 residents and section 3 Business Concerns.

4. Contractors and their subcontractors are also encouraged to provide other economic opportunities to train and employ section 3 residents including, but not limited to, use of “upward mobility”, “bridge” and trainee positions to fill vacancies, and hiring section 3 residents in part-time positions (24 CFR 135.40).

**Documenting and Reporting**

a) Contractor agrees to comply with the above Section 3 requirements in accordance with the Contractor’s Section 3 Utilization Plan, which shall be prepared by the Contractor and agreed to by CHA. CHA shall not be required to agree to the Contractor’s Utilization Plan until the Contractor meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA’s Section 3 Policy www.thecha.org or the copy included in the solicitation) as may be required. Contractor’s Section 3 Utilization Plan as attached to this IFB is incorporated into the contract by this reference herein.
b) The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor’s Section 3 requirements to the CHA via CHA’s electronic system available at https://cha.diversitycompliance.com/. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

c) A Prime Contractor must utilize CHA’s hiring system in order to fill any open Section 3 positions. The hiring system will automatically filter applicants to the Prime Contractor in order of preference, per HUD and this policy. The Prime Contractor, and any Subcontractors with a Section 3 hiring commitment, must complete their job posting through CHA’s online hiring system. All new hires will be tracked through CHA’s online hiring system and all new hires must be secured using this online system, which is used to assist the CHA to connect qualified applicants with Prime Contractors and Subcontractors.

This Section 3 Contract Provision shall flow down to each subcontract at every tier.

SECTION 3 REQUIREMENTS (Clarification)

Section 3 has two minimum requirements that must be reflected in response to this IFB. Respondents cannot choose between the two and receive full points under the evaluation criteria. First, 30% of the new hires required for the project must be Section 3 residents. The term “Section 3 resident” is defined as (1) a public housing resident or (2) a low-income or very low-income person who resides in the metropolitan area. Second, 10% of the contract value must be subcontracted to Section 3 Business Concerns. A Section 3 Business Concern is a business: (1) that is 51% or more owned by Section 3 residents; or (2) whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within 3 years of the date of first employment with the Business Concern were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to Business Concerns that meet the qualifications set forth in (1) and (2).

If a Respondent has no plans or need to hire or subcontract, or can demonstrate that it is unable to hire or subcontract to fully meet the minimum requirements set forth above, the Respondent may offer other economic opportunities that directly benefit Section 3 residents or Section 3 Business Concerns (such as internships, mentor-protégé programs, contribution to the Section 3 Fund, etc.). To offer other economic opportunities, a Respondent’s submittal must detail why it has no plans or need to hire or subcontract. or detail all of the efforts the Respondent has undertaken to hire or subcontract (including the names of the Section 3 residents or Section 3 Business Concerns that were contacted and why they could not be utilized for the project). Detail must also be provided to describe the other economic opportunity being offered and how it will benefit Section 3 residents or Section 3 Business Concerns.

Respondents that fail to clearly set forth these minimum requirements risk losing points under the evaluation criteria. Therefore, Respondents are urged to submit any questions regarding Section 3 prior to the proposal due date.

COMPLIANCE REPORTING SYSTEMS

The Chicago Housing Authority (CHA) utilizes B2Gnow and LCPtracker in order to monitor the compliance requirements for the M/W/DBE, Davis Bacon, and Section 3 policy requirements. CHA’s Section 3 Job Opportunities website is also in place to assist Prime Contractors and Subcontractors with Section 3 hiring requirements.

B2Gnow, LCPtracker, and the Section 3 Job Opportunities website are accessible to ALL CHA Prime Contractors (as well as Subcontractors) and each contractor is required to utilize the secure web-based systems for electronic submission of information related to M/W/DBE, Davis-Bacon, and Section 3 compliance.

KEY FEATURES:

- Automated communication with contractors via email regarding compliance issues.
CHICAGO HOUSING AUTHORITY
EVENT NO. 2378 (2017)

CHA WIDE PARKING LOTS SNOW REMOVAL AND SALT/DE-ICING SERVICES
- Submission of contractors' utilization reports online with automated tracking of contract goals and participation, as well as verification of subcontractor payments through the B2Gnow System.
- Certified Payroll Reporting online through LPCtracker eliminates paper reporting and streamlines the process for vendors and CHA staff.
- Section 3 Job Opportunities website automates the hiring process and is a required tool for Prime Contractors and Subcontractors to use for all new Section 3 hires.

Please know that the CHA remains committed to helping each contractor use this product and service. The following resources are available:

1. Vendor Technical Assistance and Support
   - Technical and/or training questions, please send an email to cha@diversitycompliance.com

2. Online, downloadable training aids
   - On Line manual
   - Webinars
   - CHA's website provides multiple guides and manuals

C. M/W/DBE PROGRAM – COMPLIANCE (Refer to Attachment G): For vendors wishing to receive credit towards the Chicago Housing Authority’s M/W/DBE Program via direct or indirect participation, one (1) current certification from CHA-approved certifying agencies must be submitted with the bid for each contractor or subcontractor proposed to count towards the Chicago Housing Authority’s M/W/DBE Program. The certifying agencies are as follows:

| City of Chicago                  | State of Illinois Central Management Services (CMS)       |
| City of Cook County             | Small Business Administration (SBA)                      |
| Pace                             | Chicago Minority Business Development Council (CMBDC)    |
| Metra                            | Illinois Department of Transportation (IDOT)             |
| Chicago Transit Authority (CTA) | Women's Business Development Center (WBDC)              |

If the certification applicant is the Contractor and the awardee for this project, and the approved certification is not received when requested by the CHA, the Contractor must agree to submit a modified Utilization Plan that indicates that the required minority compliance has been sought and secured with other subcontractor(s). If the applicant is a subcontractor and does not receive approved certification, the Contractor must submit a modified Utilization Plan that indicates utilization of another minority vendor who meets the above stated certification requirements.

D. AVAILABILITY OF FUNDS: The CHA’s obligation under this contract is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the CHA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

Please note: these instructions supplement those in the CHA’s "Special Conditions of the Contract for Construction" and the Technical Specifications.

J. EQUAL EMPLOYMENT OPPORTUNITY

(a) In addition to the requirements contained in the HUD General Conditions for Non-Construction Contracts (HUD Form 5370C, the Contract or shall comply with Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and the regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, 111. Admin. Code Tit. 44 section 750 Appendix A as follows:
CHICAGO HOUSING AUTHORITY
EVENT NO. 2378 (2017)
CHA WIDE PARKING LOTS SNOW REMOVAL AND SALT/DE-ICING SERVICES
ILLINOIS EQUAL OPPORTUNITY CLAUSE

TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY MANAGEMENT SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES

CHAPTER X: DEPARTMENT OF HUMAN RIGHTS PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES

SECTION 750. APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In the event of the contractor’s non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor’s obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department’s Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the
CHICAGO HOUSING AUTHORITY
EVENT NO. 2378 (2017)
CHA WIDE PARKING LOTS SNOW REMOVAL AND SALT/DE-ICING SERVICES
Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

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CHICAGO HOUSING AUTHORITY
EVENT NO. 2378 (2017)
CHA WIDE PARKING LOTS SNOW REMOVAL AND SALT/DE-ICING SERVICES

7. CONTRACT DOCUMENTS AND CONTRACTOR’S AGREEMENT

I. CONTRACT DOCUMENTS

A. CONTRACT DOCUMENTS: The Contract Documents, which form the Contract between parties (the "Contract"), include all written modifications, amendments and change orders to this Contract, all Invitation for Bid Form pages when accepted by the CHA, "Amendment(s) to Special Conditions", if any, the "General Conditions for Non-Construction Contracts – Public Housing Programs" (Form HUD-5370C), and the "Instructions to Bidders for Contracts" (Form HUD-5369)", applicable wage rate determinations from either the U.S. Department of Labor or HUD, the Bid Bond, the Performance and Payment Bond or Bonds or other assurances of completion, the "Technical Specifications", and drawings, if any, Contractor’s Affidavit or any other affidavits, certifications or representations the Contractor is required to execute under the Contract with the CHA, MBE/WBE/DBE and Section 3 Utilization Plans and Instructions to Contractors regarding Affirmative Action under Executive Orders 11246 and 11914, all inclusive (collectively referred to as the "Contract Documents") in the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The Contract Documents enumerated herein contain the entire Contract between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by the CHA or the Bidder are a part of the contract unless expressly stated therein.

B. CONTRACTOR’S AGREEMENT AND CHANGE ORDERS SUBMITTAL

CONTRACTOR’S AGREEMENT: In conformance with the terms and conditions of the Contract Documents described in this Invitation for Bid (IFB), the undersigned Contractor, having familiarized himself with local conditions, including building codes, site conditions and said Contract Documents, hereby proposes, offers, and agrees that if this bid is accepted within one hundred eighty (180) calendar days from the date of the bid opening identified on page BF/1 or by addenda, to do all things necessary to fully perform and satisfy all terms, conditions, and requirements of the Contract Documents for and at the price or prices indicated herein this Invitation For Bid.

The Contractor agrees and will provide and perform all Work as shown and specified in the Scope of Work, Technical Specifications and Drawings included in this IFB for work at the address(es) listed on Page BF/1, in the manner provided in the Scope of Work, Technical Specifications and Drawings (if applicable), and to comply with the terms and conditions of all of the Contract Documents, and all applicable code requirements and to perform all Work in a manner consistent with all site conditions. The Contractor agrees that no claim for additional compensation will be made due to any subsequent increase in wage scales, material prices, taxes, insurance, cost indexes or any other factors affecting the construction industry. The Contractor agrees to complete and deliver the Project, as such term is defined in the Contract Documents, and the Work described in this IFB in conformance with the required Work Schedule and Final Completion Date(s) set forth in the Contract Documents, and to provide sufficient manpower and any second shift, premium time and overtime required to complete and deliver the Project by the Work Schedule and Final Completion Date(s), at no additional cost to the Chicago Housing Authority (hereinafter “the CHA” or “the Authority”).

C. INVOICE INSTRUCTIONS SUBMITTAL:

ALL INVOICES MUST BE SUBMITTED DIRECTLY TO: The Chicago Housing Authority Attn: Accounts Payable, 60 E. Van Buren, Chicago, IL 60605. Do NOT submit invoices to The Chicago Housing Authority. Failure to follow this direction will result in delays in processing invoice payments.

II. PROJECT SCHEDULE SUBMITTAL

A. After award of the Contract and prior to commencement of Work, the Contractor will be required to prepare and submit a detailed (Work Schedule) in hard copy, The Contractor shall maintain the scheduled start and completion dates, as set forth in the Work Schedule, for the required Work, and will provide the CHA and its designated representative, as directed, a status update of the Work Schedule FINAL COMPLETION DATE: The Contractor agrees to complete and deliver the Project, as such term is defined in the Contract Documents, and the Work described in this IFB in conformance with the Project Schedule and Final Completion Date set forth in the Contract Documents. The Contractor also agrees to provide sufficient manpower, equipment and any overtime required to complete all required Work in or at the
building(s). In addition, the Contractor agrees to comply with the completion date for the building(s) as set forth on the Project Schedule and to complete 100% of all Work within the Project boundary as set forth in the Contract Documents by the Final Completion Date, at no additional cost to the CHA or PPM. The Contractor agrees that for delivery of all Work under this contract, time is of the essence.

The Contractor shall notify the CHA and its designated representative when each portion of the Work for this Project, as set forth on the Project Schedule, is complete. Additionally, thirty (30) days prior to completion, the Contractor shall inform the CHA in writing of its intent to be 100% complete regardless of whether such scope item was completed pursuant to the Work Schedule or not. The determination of whether each scope item was completed in compliance with the Project Schedule shall be made by the CHA and its designated representative and shall be based upon an inspection by the CHA and or its designated representative.

The CHA and or its designated representative, shall inspect the Work and create a final punch list for the Project no more than thirty (30) days prior to final completion of the Project, which, in no event, shall be later than the Final Completion Date for the Project. The CHA and its designated representative shall determine completion of all Work when the CHA and its designated representative have accepted 100% of all Work as complete, including all punch list items. Warranties for the Contractor’s Work, including labor, materials and equipment described within the Contract Documents will begin on the date the Work has been accepted as 100% final and complete by the CHA and its designated representative.

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CHICAGO HOUSING AUTHORITY  
EVENT NO. 2378 (2017)  
CHA WIDE PARKING LOTS SNOW REMOVAL AND SALT/DE-ICING SERVICES

PART IV - ACKNOWLEDGEMENT OF BID DOCUMENTS AND INSTRUCTIONS: The Bidder acknowledges, by signing the contract documents listed below, that it has read, understands, has filled out where applicable, and accepts the terms of any documents listed below which are included in this solicitation. The Bidder shall execute and submit with its bid, and/or notarize documents the required Contract Documents, as indicated by the check mark below.

<table>
<thead>
<tr>
<th>Required documents to be fully executed and submitted with Bid</th>
<th>Required Notarized documents</th>
<th>Contract Documents</th>
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<tbody>
<tr>
<td>✓</td>
<td>✓</td>
<td>Fee Form (Part VII)</td>
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<tr>
<td>✓</td>
<td>✓</td>
<td>Invitation for Bid all Signed or Initialed pages</td>
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<tr>
<td>✓</td>
<td>✓</td>
<td>Business/General Contractor’s License</td>
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<td>HUD: General Conditions for Non-Construction Contracts – Public Housing Programs (Form HUD-5370C)*</td>
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<td>“Instructions to Bidders for Contracts” (Form HUD-5369)*</td>
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<tr>
<td>✓</td>
<td>✓</td>
<td>Representations, Certifications, and Other Statements of Bidders (Form HUD-5369-C)*</td>
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<tr>
<td>✓</td>
<td>✓</td>
<td>Contractor’s Affidavit* (Read CHA Ethics Policy)</td>
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<td>(Schedule A) MBE/WBE/DBE Utilization Plan *</td>
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<td>(Schedule B) Section 3 Utilization Plan*</td>
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<td>(Schedule C) MWDBE and Section 3 Subs*</td>
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<td>✓</td>
<td>✓</td>
<td>Statement of Bidder’s Qualifications*</td>
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<td>✓</td>
<td>✓</td>
<td>Subcontractor Information Submittal*</td>
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<td>✓</td>
<td>✓</td>
<td>Certificate of Liability Insurance-Minimum Insurance Requirements</td>
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<td>✓</td>
<td>✓</td>
<td>Contractor’s Financial Statements</td>
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<td>✓</td>
<td>✓</td>
<td>Equal Employment Opportunity Compliance Certificate*</td>
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<tr>
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<td>✓</td>
<td>“General Wage Decision” (Davis-Bacon Act) Note: Davis-Bacon prevailing wage rates are subject to change, pursuant to 29 CFR Part 5 Performance and Payment Bond or Bonds (upon award)</td>
</tr>
<tr>
<td>✓</td>
<td>✓</td>
<td>Instructions to Contractors Regarding Affirmative Action Under Executive Orders 11246 and 11914, all inclusive For consideration: Waiver Request: M/W/DBE Participation Commitments</td>
</tr>
</tbody>
</table>

* These documents are available through the CHA’s website, www.thecha.org
PART V - DOCUMENT SUBMITTAL CHECKLIST

The following documents are required at the time of bid opening. Please ensure that you have completed the forms and indicate such by placing an “X” next to each completed item:

1. ______ Invitation for Bid (all pages)
2. ______ Business/General Contractor’s License
3. ______ Bid Security/Bid Bond, if applicable
4. ______ Bidder Acknowledges Receipt of Addenda, if applicable
5. ______ Summary of Contractor’s Qualifications (Bidder Profile)
6. ______ Statement of Bidder’s Qualifications
7. ______ Schedule A - MBE/WBE/DBE Utilization Plan
8. ______ Schedule B – Section 3 Utilization Plan
9. ______ Schedule C – Letter of Intent M/W/DBE and/or Section 3 Business Concern Subcontractors, Suppliers, Consultants
10. ______ Contractor’s Affidavit
11. ______ Subcontractor Information Submittal
12. ______ Equal Employment Opportunity Compliance Certificate
13. ______ HUD General Conditions for Non-Construction Contracts – Public Housing Programs (Form HUD-5370C)
14. ______ “Instructions to Bidders for Contracts” (Form HUD-5369)
15. ______ Certifications and Representations of Offerors (Form HUD-5369C)
16. ______ Certificate of Liability Insurance-minimum insurance requirements
PART VI - BID EXECUTION AND ACCEPTANCE FORM

ALL BIDDERS MUST COMPLETE THE TOP SECTION OF THIS PAGE

By signing and submitting this invitation for bid (IFB), the Contractor acknowledges and agrees to the following: (1) that it has reviewed the IFB Documents and understands and agrees to the terms and conditions contained therein; (2) that this bid, and the prices contained herein, shall remain firm if accepted by the CHA within one hundred eighty (180) calendar days of the date of the bid opening; (3) that the Contractor shall be bound by the terms and conditions of the Invitation for Bid; and (4) that the Contractor shall perform the Work for the total amount of compensation within the time frame specified in Section XIII, based upon the Contractor's bid contained herein, as entered below by the CHA's Contracting Officer, provided that the bid is accepted by the CHA and this IFB Document is executed by the CHA's Contracting Officer.

If this Bid is submitted by a Joint Venture, each business shall provide the information requested below and a copy of the Joint Venture Agreement must be included with your Bid. Failure to provide the Joint Venture Agreement will result in the entire Bid Package being deemed non-responsive. This BF Page must be submitted in duplicate and must bear an original signature.

Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Bid are true and correct.

[Signature]

[Printed or Typed Name]

Title:

Address:

City, State, Zip:

Telephone No.:

Taxpayer ID. No.:

Award

113959

(Contract No.)

12182

The Chicago Housing Authority does hereby award the offer, bid and proposal of the Bidder herein, in an amount not to exceed

$20,960.00

subject to all conditions and requirements as contained in the "Contract Documents".

The Contractor agrees not to perform, and waives any and all claims of payment for work which would result in billings beyond this amount without a prior written amendment to this agreement authorizing said additional work. The Contractor recognizes an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within this not-to-exceed amount.

The Term of this Contract is:

January 5, 2018 - April 30, 2018

The "Notice to Proceed" will be issued as a separate document upon submission of all required documents.

ChicagO Housing Authority

By: Dianna Brookes

Title: Chief Procurement Officer

Chicago Housing Authority

60 East Van Buren Street

Chicago, Illinois 60605-1207

Date Signed: 01/05/18
IMPORTANT NOTES:
(1) ALL BID SUBMISSIONS ARE SUBJECT TO REVIEW FOR COMPLETENESS, ACCURACY, AND COMPLIANCE WITH ALL TERMS AND CONDITIONS PROVIDED IN THE IFB SPECIFICATION. PRICING MUST BE SUBMITTED ON THE FEE FORM WITHOUT CONDITIONS. ANY CHANGES, MODIFICATIONS, ADDITIONAL TERMS AND CONDITIONS, EXCEPTIONS OR OTHER REVISIONS TO THIS IFB, INCLUDING THE FEE FORM, OR FAILURE TO COMPLETE ALL REQUIRED INFORMATION, MAY CAUSE THE IFB TO BE DEEMED NON-RESPONSIVE.

(2) IF THE BIDDER’S UNIT PRICE PER UNIT OF MEASURE AND THE TOTAL BID PRICE PER UNIT OF MEASURE EXPRESSED BY THE BIDDER FOR ANY PRODUCT ARE NOT IN AGREEMENT, THE BIDDER’S UNIT PRICE PER UNIT OF MEASURE ALONE WILL BE CONSIDERED AS REPRESENTING THE BIDDER’S INTENTION. THE CHA WILL CORRECT THE TOTAL BID PRICE AND AGGREGATE TOTAL.

A. INSTRUCTIONS FOR COMPLETING THE FEE FORM

1. Submission Information:
Bidder shall complete the Fee Form for a manual submission only. An electronic submission may be uploaded to the CHA Supplier Portal at https://supplier.thecha.org. For a manual submission, Bidder is responsible for entering information into the open cells in the Fee Form Pages.

2. Completion of open cells in Fee Form:
Bidder must complete all open cells in the following fields:
- Bidder’s Unit Price
- Total Bid Price (Equals Bidder’s Unit Price x Quantity)
- Aggregate Total (Equals Sum of Total Bid Prices)

3. Signature:
The Fee Form must include a printed name, signature, title, telephone number and e-mail address of an authorized representative of the Bidder.

B. EXPLANATION OF COLUMNS:
- Column A (Unit Number): The Unit Number is a unique identifier for each Product. The Unit Number will be used for internal procurement tracking.
- Column B (Item Description): The Service/Product Description column lists the required specifications for the biddable item or service or Labor when installation is required.
- Column C (Unit of Measure): The Unit of Measure (UOM) lists the required number of the product/service.
  - In the example below where the Unit of Measure is “EACH,” this indicates that items are priced per item (not packaged in a case). The total quantity is 5000 items.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit of Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>5000</td>
<td>EACH</td>
</tr>
</tbody>
</table>
- Column D (Product Name and Model #): The Manufacturer Name and Model Number of the requested product.
- Column E (Bidder’s Unit Price): Bidder shall list the Bidder’s Unit Price for the Term of the Contract. Bidder’s Unit Price shall be F.O.B. destination and shall include all shipping and insurance charges.
- Column F (Quantity): The quantity provides an estimate of the number of items that CHA may be purchasing during the Term of the Contract. However, the quantity provided is informational only and does not obligate the CHA to purchase any minimum amounts. The Bid Prices In the Fee Form must be provided to the CHA for all quantities purchased, regardless of the quantity listed.
- Column G (Total Bid Price): The Total Bid Price equals the Bidder’s Unit Price multiplied by the Quantity.
- Aggregate Total: The Aggregate Total equals the sum of the Total Bid.
<table>
<thead>
<tr>
<th>Unit No.</th>
<th>Specification/Service Description</th>
<th>Estimated Quantities</th>
<th>Unit of Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Group 1 Snow &amp; De-Icing (see Excel Spreadsheet for locations)</td>
<td>$</td>
<td>EA</td>
</tr>
<tr>
<td>2</td>
<td>Group 2 Snow &amp; De-Icing (see Excel Spreadsheet for locations)</td>
<td>$</td>
<td>EA</td>
</tr>
<tr>
<td>3</td>
<td>Group 3 Snow &amp; De-Icing (see Excel Spreadsheet for locations)</td>
<td>$</td>
<td>EA</td>
</tr>
<tr>
<td>4</td>
<td>Group 4 Snow &amp; De-Icing (see Excel Spreadsheet for locations)</td>
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<td>EA</td>
</tr>
<tr>
<td>5</td>
<td>Group 5 Snow &amp; De-Icing (see Excel Spreadsheet for locations)</td>
<td>$</td>
<td>EA</td>
</tr>
<tr>
<td>6</td>
<td>Group 6 Snow &amp; De-Icing (see Excel Spreadsheet for locations)</td>
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<td>$</td>
<td>EA</td>
</tr>
<tr>
<td>9</td>
<td>Group 9 Snow &amp; De-Icing (see Excel Spreadsheet for locations)</td>
<td>$</td>
<td>EA</td>
</tr>
<tr>
<td>10</td>
<td>Group 10 Snow &amp; De-Icing (see Excel Spreadsheet for locations)</td>
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<td>$</td>
<td>EA</td>
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<tr>
<td>12</td>
<td>Group 12 Snow &amp; De-Icing (see Excel Spreadsheet for locations)</td>
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<td>EA</td>
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Priority (List Your Order of Priority):

<table>
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Lump Sum Base Bid Total: $1,000,000
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<tr>
<th>Group</th>
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<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
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**Aggregate Total: $225,110**

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**Signature of Authorized Company Representative**

Benjamin Avery  
Print Name of Authorized Representative

Avery & Peyre Construction  
Name of Company

**Telephone Number**

773-378-7310

**President**

Title

**E-mail Address**

averypeyre.com

---

**Note:**  
The quantity provides an estimate of the number of items that CHA may be purchasing during the term of the contract. However, the quantity provided is informational only and does not obligate CHA to purchase any minimum amounts. The Bid Price in the fee form must be provided to CHA for all quantities purchased, regardless of the quantity listed (Reference above instructions).

**Note:**  
The Bidder's Unit Price must be the total amount (fully loaded) to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.
### 6 Month Option Period

<table>
<thead>
<tr>
<th>Unit No.</th>
<th>Specification/Service Description</th>
<th>Unit of Measure</th>
<th>Estimated Quantities</th>
<th>Lump Sum Base Bid Total</th>
<th>Priority (List Your Order of Priority)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Group 1 Snow &amp; De-Icing (See Excel Spreadsheet for locations)</td>
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<tr>
<td>2</td>
<td>Group 2 Snow &amp; De-Icing (See Excel Spreadsheet for locations)</td>
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<tr>
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<td>$</td>
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</tr>
<tr>
<td>8</td>
<td>Group 8 Snow &amp; De-Icing (See Excel Spreadsheet for locations)</td>
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<td>$</td>
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</tr>
<tr>
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<td>Group 9 Snow &amp; De-Icing (See Excel Spreadsheet for locations)</td>
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<td>$</td>
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</tr>
<tr>
<td>10</td>
<td>Group 9 Snow &amp; De-Icing (See Excel Spreadsheet for locations)</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Group 10 Snow &amp; De-Icing (See Excel Spreadsheet for locations)</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Group 11 Snow &amp; De-Icing (See Excel Spreadsheet for locations)</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Group 12 Snow &amp; De-Icing (See Excel Spreadsheet for locations)</td>
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<td>1</td>
<td>$20,960</td>
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</tr>
<tr>
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<tr>
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<tr>
<td>14</td>
<td>Group 13 Snow &amp; De-Icing (See Excel Spreadsheet for locations)</td>
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<td>$</td>
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<tr>
<td></td>
<td>Aggregate Total</td>
<td></td>
<td></td>
<td>225,710</td>
<td></td>
</tr>
</tbody>
</table>

**Signature of Authorized Company Representative**
Benjamin Avery

**Print Name of Authorized Representative**
Avery & Pervo Construction

**Telephone Number**
773-318-7360

**President**

**Title**

**E-mail Address**
Estimating@averyperoe.com

**Notes:**
- **The quantity provides an estimate of the number of items that CHA may be purchasing during the Term of the Contract. However, the quantity provided is informational only and does not obligate the CHA to purchase any minimum amounts. The Bid Prices in the Fee Form must be provided to the CHA for all quantities purchased, regardless of the quantity listed (Reference above Instructions).**
- **The Bidder's Unit Price must be the total amount (fully loaded) to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, material) and profit or fee.**
Attachment A

SNOW/SALT LOG
## IFB 2378 - Parking Lot Snow Removal
### Snow Removal/Salt Application Log

<table>
<thead>
<tr>
<th>Development Name:</th>
<th>Week ending date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sunday</td>
</tr>
</tbody>
</table>

### Date:
- Staff on Duty: 

### Weather Condition: 

| Activity          | Plowed Lots | Salted Lots | Plowed Lots | Salted Lots | Plowed Lots | Salted Lots | Plowed Lots | Salted Lots | Plowed Lots | Salted Lots | Plowed Lots | Salted Lots |
|-------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 12:00 - 2:00 AM   |             |             |             |             |             |             |             |             |             |             |             |             |             |
| 2:00 - 4:00 AM    |             |             |             |             |             |             |             |             |             |             |             |             |             |
| 4:00 - 6:00 AM    |             |             |             |             |             |             |             |             |             |             |             |             |             |
| 6:00 - 8:00 AM    |             |             |             |             |             |             |             |             |             |             |             |             |             |
| 8:00 - 10:00 AM   |             |             |             |             |             |             |             |             |             |             |             |             |             |
| 10:00 AM - Noon   |             |             |             |             |             |             |             |             |             |             |             |             |             |
| Noon - 2:00 PM    |             |             |             |             |             |             |             |             |             |             |             |             |             |
| 2:00 - 4:00 PM    |             |             |             |             |             |             |             |             |             |             |             |             |             |
| 4:00 - 6:00 PM    |             |             |             |             |             |             |             |             |             |             |             |             |             |
| 6:00 - 8:00 PM    |             |             |             |             |             |             |             |             |             |             |             |             |             |
| 8:00 - 10:00 PM   |             |             |             |             |             |             |             |             |             |             |             |             |             |
| 10:00 - Midnight  |             |             |             |             |             |             |             |             |             |             |             |             |             |

### Notes/Special Instructions:


### Name of Outside Contractor / Contact Name & Phone:


---

Snow and Salt Log
Attachment BB

General Conditions for Purchase Orders
GENERAL CONDITIONS FOR PURCHASE ORDERS

1. **NON-DISCRIMINATION:** In connection with the performance of the work, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin.

2. **WAGE RATES, SALARIES, CERTIFICATION:** The Contractor and each sub-Contractor shall pay all laborers and mechanics employed in the performance of the contract on or about the site of the housing development not less than the wages prevailing in the locality as determined by the Secretary of Labor pursuant to the Davis-Bacon Act (Title 40, U.S.C., Sec. 276a-5) or not less than the wages prevailing in the locality of said housing development as determined pursuant to applicable state laws, whichever are higher.

3. **NON-REBATE OF WAGES:** The Contractor agrees to comply with the regulations, ruling, and interpretations of the Secretary of Labor of the United States pursuant to the Anti-Kickback Act (Title 18, U.S.C., Sec. 874 and Title 40, U.S.C., Sec. 276c) which makes it unlawful to induce any person employed in the construction or repair of public buildings or public works to give up any part of compensation to which he is entitled under his contract of employment; and the Contractor agrees to insert a like provision in all subcontractors hereunder.

4. **INSURANCE:** Insurance is applicable to All Contracts/Purchase Orders with the exception of Supply and Delivery contracts and purchase orders when approved by Risk Management.

The Contractor shall furnish the Chicago Housing Authority (CHA) with satisfactory evidence (subject to approval from the CHA) that it has the following insurance coverages as applicable to the project’s Scope of Work. When indicated below, * coverages are required of any vendor delivering equipment, accessing the building, installing/repairing equipment in CHA offices and/or CHA properties.

   (a) **Workers’ Compensation** – Statutory Limits (Coverage A) and Employer’s Liability (Coverage B) in an amount of not less than $500,000/$500,000/$500,000.

   (b) **Commercial General Liability Insurance** – in the amount of $1,000,000 per occurrence with an aggregate of not less than $2,000,000. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Consultants agents, subcontractors, invitees and guests and their personal property. The CHA and PPM must be endorsed as additional insureds on the Vendor’s policies and such insurance will be endorsed on a primary and non-contributory basis.

   (c) **Automobile Liability Insurance** – when any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the vendor shall provide Comprehensive Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence CSL, for Bodily Injury and Property Damage. The CHA and PPM must be endorsed as additional insureds on the Vendor’s policies and such insurance will be endorsed on a primary and non-contributory basis.

   (d) **Technology E & O / Cyber Liability** – when any technology related service, including programming, storage of data, licensing of software, other professional consultant
performed work in connection with the Contract, Technology Errors & Omissions or Cyber Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than $1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(e) **Professional Liability Insurance** – covering acts, errors, or omissions shall be maintained with limits of not less than $1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(f) **Sexual Abuse and Molestation** – When vendors will provide services or activities to minors on (or off) the Premises, Sexual Abuse and Molestation Insurance coverage shall be maintained with a limit of $1,000,000 per occurrence (or an endorsement of the commercial general liability policy with a separate sublimit in this amount). The CHA and PPM must be endorsed as additional insureds on the Vendor’s policies and such insurance will be endorsed on a primary and non-contributory basis.

(g) **Contractor’s Pollution Liability** – shall be provided when the Scope of Work of the Contract covers working with or around hazardous materials. The Contractor’s Pollution Liability policy shall be written on an occurrence basis (claims made is not acceptable), covering any bodily injury, liability, and property damage liability, arising out of pollutants including, without limitation, hazardous materials such as asbestos, lead, PCBs for activities of the Contractor under or incidental to the Contract, including without limitation, transit of hazardous materials to a permanent disposal facility, activities by itself or by any of its subcontractors or by anyone directly or indirectly employed or otherwise contracted by any of them. This policy shall be maintained with limits of not less than Two Million Dollars ($2,000,000) per occurrence. The CHA and PPM must be endorsed as additional insureds on the Vendor’s policies and such insurance will be endorsed on a primary and non-contributory basis.

(h) **Mold Remediation Liability** – is required when any mold remediation work is performed in connection with the Contract. Mold Remediation Liability Insurance shall be provided with limits of not less than Three Million Dollars ($3,000,000) per occurrence insuring bodily injury, property damage and Environmental clean-up. The CHA and PPM must be endorsed as additional insureds on the Vendor’s policies and such insurance will be endorsed on a primary and non-contributory basis. When claims made policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Work under this Contract. A Claims-made policy which is not renewed or replaced must have extended reporting period of two (2) years.

(i) **Railroad Protective Liability Insurance** – when, in connection with any work that is to be done adjacent to or on property owned by a railroad or public transit entity, the Contractor shall procure and maintain, or cause to be procured and maintained, with respect to the operations the Contractor or any subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than Two Million Dollars ($2,000,000) per occurrence, combined single limits, and Five Million Dollars ($5,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.
Upon award, a Certificate of Insurance, naming PPM as the certificate holder, is to be emailed (preferably in a Readable PDF format) to the attention of the Procurement Specialist identified in the solicitation as the contact. Reference the Solicitation Number or Purchase Order Number, Procurement Specialist and Project Title. The Chicago Housing Authority and PPM must be endorsed as additional insureds on the Vendor’s general/auto liability policies and such insurance will be endorsed on a primary and non-contributory basis.

5. **BID SECURITY, PERFORMANCE AND PAYMENT BOND:** Not required

6. **MBE/WBE/DBE PARTICIPATION:** All Service Contracts/Purchase orders including any modifications to the Contract or Purchase Order in excess of $25,000.00 requires 20% MBE/WBE/DBE participation.

The Contractor shall comply with the CHA’s Minority, Women and Disadvantaged Business Participation requirements through the Prime Contractor being a certified MBE/WBE/DBE firm or through direct or indirect subcontracting with certified MBE/WBE/DBE businesses.

- If the Prime Contractor is a certified MBE/WBE/DBE firm, complete the top portion only of page one and all of page four including notarization of the Schedule A and submit it along with a current Letter of Certification.
- Direct participation – requires a completed Schedule A from the Prime Contractor and the Schedule C along with a current Letter of Certification from the MBE/WBE/DBE participants. All Schedules must be notarized.
- Indirect participation – complete the top portion only of page one, page three, and page four including notarizing the Schedule A and submit it along with canceled check copies (from front and back) that total the MBE/WBE/DBE goal and the Letter of Certification that was current when the MBE/WBE/DBE services were provided.
MBE/WBE/DBE NON-COMPLIANCE SANCTIONS AND LIQUIDATED DAMAGES

A. THE CHA SHALL HAVE THE DISCRETION TO APPLY SUITABLE SANCTIONS TO THE BIDDER/PROPOSER IF THE BIDDER/PROPOSER IS FOUND TO BE IN NON-COMPLIANCE WITH THE MBE/WBE/DBE REQUIREMENTS. FAILURE TO COMPLY WITH THE MBE/WBE/DBE TERMS OF COMMITMENT GOALS AS APPLICABLE TO AND IN THE CONTRACT OR FAILURE TO USE MBE/WBE/DBEs AS STATED IN THE BIDDER/PROPOSER’S SUBMITTED SCHEDULES, CONSTITUTES A MATERIAL BREACH OF THE CONTRACT AND MAY LEAD TO THE SUSPENSION AND/OR TERMINATION OF THE CONTRACT IN WHOLE OR IN PART. FURTHERMORE, CONTINUED ELIGIBILITY TO ENTER INTO FUTURE CONTRACTING ARRANGEMENTS WITH THE CHA MAY BE JEOPARDIZED AS A RESULT OF NON-COMPLIANCE. IN APPROPRIATE CASES, PAYMENTS MAY BE WITHHELD UNTIL CORRECTIVE ACTION IS TAKEN.


C. THEREFORE, IN THE EVENT OF SUCH NON-COMPLIANCE, THE BIDDER/PROPOSER AND CONTRACTOR AGREES THAT THE CHA WILL DEDUCT AS LIQUIDATED DAMAGES CUMULATIVE AMOUNTS COMPUTED AS FOLLOWS:

- FOR EACH ONE PERCENT (1%), OR FRACTION THEREOF, OF SHORTFALL TOWARD THE MBE/WBE/DBE GOAL, ONE PERCENT (1%) OF THE BASE BID FOR THIS CONTRACT SHALL BE SURRENDERED BY THE BIDDER/PROPOSER TO THE CHA IN PAYMENT AS LIQUIDATED DAMAGES, IF SUCH DAMAGES ARE ASSESSED.

7. SECTION 3 REQUIREMENT: All Contract/Purchase Orders are Section 3 applicable with the exception of Supply and Delivery contracts and purchase orders.

Section 3 – Compliance: The CHA has determined that the contract/purchase order awarded under this solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, (Section 3), and Title 24 of Subchapter B, Part 135 – Economic Opportunities for Low- and Very Low-Income Persons, 24 CFR 135.3. Section 3 Compliance requires that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low-income persons.

A. Section 3 - Clause

1. 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.
2. 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.

3. 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.

4. 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.

5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contract 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.

6. 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.

B. Section 3 Compliance Goals

1. Contractors and their subcontractors may demonstrate compliance by committing to employ section 3 residents and by subcontracting with section 3 business concerns in accordance with the requirements of 24 CFR Part 135.

A Section 3 Business concern is a business concern under HUD Regulations:

(1) 51 percent or more owned by section 3 residents; or
(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
(3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “section 3 business concern.”

2. Contractor and sub-contractors may demonstrate compliance with the requirements for contracting with Section 3 Business Concerns by committing to award to Section 3 Business Concerns at least 10 percent of the total dollar amount of the contract awarded to the contractor for building trades work for maintenance, repair modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction and at least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In evaluating compliance with 24 CFR Part 135, contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to section 3 residents and section 3 business concerns.

4. Contractors and their subcontractors are also encouraged to provide other economic opportunities to train and employ section 3 residents including, but not limited to, use of “upward mobility”, “bridge” and trainee positions to fill vacancies, and hiring section 3 residents in part-time positions (24 CFR 135.40).

C. Documenting and Reporting

1. Contractor agrees to comply with the above Section 3 requirements in accordance with the Contractor’s Section 3 Utilization Plan, which shall be prepared by the Contractor and agreed to by CHA. CHA shall not be required to agree to the Contractor’s Utilization Plan until the Contractor meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA’s Section 3 Policy [see http://www.thecha.org/pages/section_3/65.php or the copy included in the solicitation] as may be required. Contractor’s Section 3 Utilization Plan as attached to the contract as Exhibit is incorporated into the contract by this reference herein.

2. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor’s Section 3 requirements to the CHA via CHA’s electronic system available at https://cha.diversitycompliance.com/. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

This Section 3 Contract Provision shall flow down to each subcontract at every tier.

8. **WARRANTY**: The Contractor shall warrant all installed materials for a period of not less than one (1) year. If manufacturer’s warranty is longer than one (1) year said warranty shall prevail.

9. **WARRANTY OF WORKMANSHIP**: The Contractor shall guarantee all labor for one (1) full year from the date of completion of all work.
10. **EQUAL EMPLOYMENT OPPORTUNITY**: Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) *(all construction contracts in excess of $10,000.)*

11. **ILLINOIS EQUAL OPPORTUNITY CLAUSE**

**TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY MANAGEMENT**

**SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES - CHAPTER X: DEPARTMENT OF HUMAN RIGHTS - PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES – SECTION 750. APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

**EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the contractor’s non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor’s obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

General Conditions for Purchase Orders (PPM v12/2015)
7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. (Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011).

12. **A 10% RETENTION:** Will be held pending inspection and approval of completed work.

13. **TAXES:** The CHA, a municipal Corporation is exempt from payment of Federal Excise Taxes, Federal Transportation Tax and State of Illinois Retailer’s Occupation Tax. A certificate of exemption will be furnished upon request.

14. **OWNERSHIP OF DOCUMENTS:** All documents and information generated, prepared, assembled or encountered by or provided under this agreement is the property of the CHA.

15. **INCORPORATE HUD FORM:** HUD Table 5.1 Mandatory Contract Clauses for Small Purchases other than Construction as supplemented by simplified acquisition threshold (41 U.S.C. 403(11)). *(non-construction contracts in excess of $2000, but less than $100,000)*

16. **THE SUCCESSFUL CONTRACTOR MUST COMPLETE ALL APPLICABLE DOCUMENTS FOR THIS PROCUREMENT IN ACCORDANCE WITH THE CHA’S POLICIES AND PROCEDURES AS SET FORTH BY THE DEPARTMENT OF PROCUREMENT AND CONTRACTS.*
Attachment C

Insurance Requirements
INSURANCE REQUIREMENTS

Prior to the commencement of this Agreement, the Contractor agrees to procure and maintain at all times during the term of this Agreement, the types of insurance specified below in order to protect the CHA from the acts, omissions and negligence of the Contractor, its officers, officials, subcontractors, joint ventures, partners, agents or employees. The insurance carriers used by the Contractor must be authorized to conduct business in the State of Illinois and shall have a BEST Rating of not less than an “A”. The insurance provided shall cover all operations under the Agreement, whether performed by the Contractor or by its subcontractor, joint ventures, partners, agents, officers or employees.

A. Required Insurance Coverage

1. Workers’ Compensation and Occupational Disease Insurance

   Workers’ Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer’s Liability, Coverage B, in an amount of not less than $500,000/$500,000/$500,000.

2. General Liability Insurance written on an occurrence form (Primary and Excess Liability)

   General Liability Insurance provided is to have limits of not less than $1,000,000 per occurrence with an Aggregate of not less than $2,000,000. In addition, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to consultants, agents, subcontractors, invitees and guests and their personal property. The CHA is to be endorsed as an additional insured and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

3. Automobile Liability Insurance

   When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Vendor shall provide Comprehensive Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence CSL, for bodily injury and property damage. The CHA is to be endorsed as an additional insured and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

4. Excess Liability coverage, when necessary to meet primary insurance requirement limits, is to follow form of the Primary Insurance requirements outlined above.
MUST BE INCLUDED ON ALL CERTIFICATES:

1) Certificate Holder: Chicago Housing Authority, 60 E Van Buren, Chicago IL 60605
2) Title of Project or Service: CHA-wide Snow Removal and De-icing Services
3) CHA must be endorsed as an additional insured on the Vendor’s general/auto liability policy and such insurance will be primary and non-contributory to any other insurance available to the CHA.

A current Certificate of Insurance is to be emailed (unsecured, readable PDF format) to the attention of the Procurement Specialist identified in the solicitation as the sole point of contact.

B. Related Requirements

The Certificate of Insurance evidencing the required coverage shall be in force on the Effective Date of the Contract and shall maintain compliant coverage continuously throughout the entirety of the Contract. Copies of the endorsement(s) adding the CHA to Vendor’s policy as an additional insured may be required upon request. The required documentation must be received prior to the Vendor commencing work under this Agreement. Renewal Certificates of Insurance, or such similar evidence, is to be received by the Procurement Specialist in the Procurement and Contracts Department prior to expiration or renewal date occurring during the term of this Agreement or extensions thereof. At the CHA’s option, non-compliance will result in (1) all payments due the Vendor being withheld until the Vendor has complied with the Agreement; or (2) the Vendor will be assessed Five Hundred Dollars ($500.00) for every day of non-compliance; or (3) the Vendor will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE VENDOR COMMENCING WORK AT THE DESIGNATED CHA LOCATION.

If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the Certificate of Insurance shall state the coverage is “claims made” and also the Retroactive Date. The Vendor shall maintain coverage for the duration of the Agreement. Any extended reporting period premium (tail coverage) shall be paid by the Vendor. The Vendor shall provide to the CHA, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Vendor shall provide the CHA a thirty (30) day notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non renewal.

The Vendor shall require all subcontractors to carry the insurance required herein or the Vendor may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

The Vendor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and will not contribute with insurance provided by the Vendor under the Agreement.
Attachment D

Housing and Urban Development (HUD) Table 5.1
TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES 
OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to 24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor’s Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of $10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA’s convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.
Attachment E

Contractor’s Affidavit
CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Bidder/Proposer Name: Avery & Payne Construction LLC
Bidder/Proposer Address: 3601 W. Mason
                         Chicago, IL 60654
IFB/RFP NUMBER: 2318
Federal Employee I.D. #: [Redacted] or Social Security #: [Redacted]

Instructions: FOR USE WITH ALL CONTRACTS. Every Contractor submitting a bid/proposal to the Chicago Housing Authority ("CHA") must complete this Contractor's Affidavit. Special attention should be paid to those Sections which require the Contractor to provide certain information to the CHA. The Contractor should complete this Contractor's Affidavit by signing and notarizing Section XIV. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a separate and completed Contractor's Affidavit. In the event the Contractor is unable to certify to any of the statements contained herein, the Contractor must contact the Department of Procurement and Contracts of the CHA and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned [Redacted] as [Redacted]
(Name) (Title)

and on behalf of Avery & Payne Construction ("Contractor") having been duly
(Business Name)

sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

All bidders/proposers/contractors shall provide the following information with their bid/proposal/contract. Complete all blanks by entering the requested information or if the question is not applicable, answer with "NA". If the answer is none, please answer "none".

Bidder/Proposer is a: [X] Corporation [ ] Sole Proprietor
(Check One) [ ] Partnership [ ] Not-for-Profit Corporation
[ ] Joint Venture [ ] Other
CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR’S AFFIDAVIT

Average Annual Sales – Last 3 years: $150,000

Current Net Worth: $250,000 Date Business Started Sept 30 2009

SECTION 1. FOR PROFIT CORPORATIONS

a. Incorporated in the State of Illinois

b. Authorized to do business in the State of Illinois YES [ ] NO [ ]

c. Names of all officers of corporation (or Attach List): Names of all directors of
corporation (or Attach List):

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

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Is the corporation owned partially or completely by one or more other
Corporations? YES [ ] NO [ ]

If the corporation has 100 or more shareholders, indicate here or attach a list of
names and addresses of all shareholders owning shares equal to or in excess of 10%

Page 2 of 15

Contractor’s Affidavit® Revised 3/20/14
CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts  
CONTRACTOR’S AFFIDAVIT

of the proportionate ownership of the corporation and indicate the percentage interest of each.

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NOTE: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with its bid/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/proposer is a partnership, indicate the name of each partner (or attach list) and the percentage of interest of each therein.

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<th>NAME OF PARTNERS (Print/Type)</th>
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<td>Benjamin Avery JR</td>
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<tr>
<td>Nnea Avery</td>
<td>15 %</td>
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<tr>
<td>Benjamin Avery</td>
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SECTION 3. SOLE PROPRIETORSHIPS

a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary: YES [ ] NO [X]
   If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Signature: [Signature]  
[Date]: 3/20/14
CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR’S AFFIDAVIT

Name(s) of Principal(s) (Print/Type)

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 the State of __________________________

b. Authorized to do business in the State of Illinois YES [ ] NO [ ]

c. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

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NOTE: The General Counsel may require any such additional information from any entity to achieve full disclosure relevant to the Contract. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Director of Procurement and Contracts takes action on the Contract or other action required of the General Counsel.
II. CONTRACTOR CERTIFICATION

A. CONTRACTOR’S ANTI-COLLUSIVE AFFIDAVIT

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this Contractor’s Affidavit or if a subcontractor or subcontractor’s affiliated entity during a period of three (3) years prior to the date of award of the subcontract:

   a. Violated any of the provisions of 18 U.S.C. §666 (a) (2) and 720 ILCS 5/33E-1 et seq.

   b. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the CHA, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer’s or employee’s official capacity); or

   c. Agreed or colluded, or been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

   d. Made an admission of guilt of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of Federal, state or local government as a result of engaging in or being convicted of bid-rigging in violation of the Illinois Criminal Code, 720 ILCS 5/33e-3, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rigging during a period of five (5) years prior to the date of submittal of this bid, proposal or response.

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating in violation of the Illinois Criminal Code, 720 ILCS 5/33E-
4. Additionally, that the undersigned is the party making the foregoing proposal or bid, that such bid or proposal is genuine and not collusive, and that said bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer and has not secured any advantage against the Chicago Housing Authority or any person interested in the proposed contract, nor has said proposer participated with any person or business entity in any collusive scheme to rotate proposals, provide any bribes, kickbacks to CHA employees in violation of any of the provisions of 18 U.S.C. §666 (a) (1) and 720 ILCS 5/33E-1 et seq; or engage in bid rigging; that proposer is not barred from bidding on the subject contract as a result of a violation of either Section 33-E-3 or 33-E-4 of the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq; and that all statements on said proposal are true. Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Contractor’s Affidavit are true and correct.

5. The Contractor, its agent, officers or employees have not directly or indirectly solicited non-public information from a CHA officer or employee; entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal in violation of Illinois Criminal Code, 720 ILCS5/33E-1 et seq. Failure to submit this statement as part of the bid/proposal will make the bid non-responsive and not eligible for award consideration.

B. SUBCONTRACTOR’S ANTI-COLLUSION AFFIDAVIT

1. The Contractor has obtained from all subcontractors to be used in performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Sub-Section A of Section II of this affidavit.

2. The Contractor will, prior to using any subcontractor(s), obtain from such all subcontractor(s) to be used in the performance of this contract, but not yet known by the Contractor at this time certifications in form and substance equal to the certification Subsection A of Section II of this Affidavit. The Contractor shall not, without the prior written permission of the CHA, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor’s
affiliated entity or any agent, employee or officer of such subcontractor or subcontractor’s affiliated entity having engaged in or been convicted of any of the conduct described in Section II (A) hereof.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section II for any subcontractors to be used in the performance of this contract and will make such certifications promptly available to the CHA upon request.

4. The Contractor will not, without the prior written consent of the CHA, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to the certification.

5. Contractor hereby agrees, if the CHA so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under the State of Illinois Criminal Code 720 ILCS 5/33e-1 eq seq, as amended. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Section II.

Notes 1-4 For Section II. Contractor’s Certification

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person control or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if this employee so convicted is no longer employed by the corporation and: (1) it has been finally indicated not guilty or (2) if it demonstrate to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

3. For purposes of Section II (A) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted (See, 720 ILCS 5/33E-3).

4. For purpose of Section II (A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contract (See, 720 ILCS 5/33E-4).

III. STATE TAX DELINQUENCIES

In completing this Section III, authorized signatory must initial on the line next to the appropriate subsection.

1. **BA** Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting such delinquency in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. **BA** Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. **BA** Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above 1.

1. 65 ILCS 5/11 - 42.1 - 1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax.
administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the CHA may enter into the contract if the CHA’s Operating Officer determines that:

1) the contract is for goods or services vital to the public health, safety, or welfare; and
2) the CHA is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

IV. PUNISHMENT

A Contractor or subcontractor who makes a false statement, material to Section II (A) and (B) of this certification commits a 3 class felony. 720 ILCS 5/33e-11(B). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the Contract or and allows the CHA to recover all amounts paid to the Contractor under the contract in a civil action. 65 ILCS 5/11-42.1-1.

V CERTIFICATION REGARDING SUSPENSION AND DISBARMENT

A. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, state or local government or agency;

2. Have not within a three-year period preceding this proposal been 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, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in Section II (A) (1) above; and

4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.
CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR’S AFFIDAVIT

B. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach a detailed factual explanation to this certification.

C. If any subcontractors are to be used in the performance of this Contract, the Contractor shall cause such subcontractors to certify as to paragraph of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach a detailed factual explanation to this certification.

VI. EPA CONTRACTOR LISTING

A. Bidder/Proposer/Contractor shall comply with all applicable standards, orders and/or requirements established by and/or pursuant to:

1. The Clean Air Act (42. U.S.C. 4701 et. seq.), as amended;

2. The Clean Water Act (33 U.S.C. 1251 et. seq.), as amended;


4. The Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et. seq.), as amended;

5. Occupational Safety and Health Administration (OSHA) regulations, and any amendments thereto;


7. Illinois Environmental Protection Agency regulations, as amended;

8. Illinois Department of Labor regulations, as amended;

9. City of Chicago Ordinances, as amended;

B. Bidder/Proposer/Contractor shall not use any facility on the Environmental Protection Agency’s (“EPA”) List of Violating Facilities in the performance of this Contract for the duration of time that the facility remains on the List.
C. Bidder/Proposer/Contractor shall immediately notify HUD which has awarded funds for this project if a facility it intends to use in the performance of this Contract is on the EPA’s List of Violating Facilities or knows that it has been recommended to be placed on the List of Violating Facilities.

D. Furthermore, Bidder/Proposer/Contractor shall, in the performance of this Contract, comply with all requirements of the Clean Air Act ("CAA"), 42 U.S.C. §7401-7642 and the Clean Water Act ("CWA"), 33 U.S.C. §1251-1387, including the requirements of Section 114 of the CAA and Section 308 of the CWA, and all other applicable clean air standards and clean water standards.

VII. CERTIFICATION OF RESTRICTION ON LOBBYING

THE CONTRACTOR CERTIFIES THAT:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form L11, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification to 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-contractors shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is 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 31 U.S.C. §1352.
CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts

CONTRACTOR’S AFFIDAVIT

Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 or more than $100,000 for each such failure.

VIII. CERTIFICATION OF NONSEGREGATED FACILITIES

As used in this Affidavit, the term “subcontract” includes the term “purchase order” and all other agreements effectuating purchase of supplies or services. If this Affidavit is submitted as part of a bid or proposal, the term “Contractor” shall be deemed to refer to the Bidder or proposer, or subcontractor or supplier. This Affidavit shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this Affidavit is in effect. The undersigned Contractor certifies the following to the CHA:

A. REPORTS: Within thirty (30) days after CHA award to the Contractor of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Contractor shall file Standard Form 100, entitled “Equal Employment Opportunity Employer Information Report EEO” in accordance with instructions contained therein, unless the Contractor has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.

B. PRIOR REPORTS: If the Contractor has participated in a previous contract or subcontract subject to Equal Opportunity Clause (41 C.F.R. Sec 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: The Contractor 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 Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the IFB or RFP. As used in this certification, the term “segregated facilities” means waiting room, waiting area, 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 which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Contractor further
CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of Contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that the CHA will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001).

D. The Contractor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO regulations.


IX. EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR Part 60) require that each prospective contractor or proposed subcontractor submit the following information with his bid, or at the outset of negotiations.

A. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

YES [ ] NO [ ]

B. If answer to 1, is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of these organizations?

YES [X] NO [ ]
X. DAVIS - BACON CERTIFICATION

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

C. Furthermore, the Contractor hereby certifies that the information contained in this Affidavit and representation, are accurate, complete and current. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

XI. SECTION 3 CERTIFICATION

For all contracts where Section 3 is applicable, the Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq and CHA Resolutions implementing Section 3 requirements. The Prime Contractor will submit a Schedule B-Section 3 Utilization Plan to identify employment, subcontracting, and other economic opportunities for CHA residents and low- and very low-income Chicago area residents during the term of the contract between the Prime Contractor and CHA.

XII. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certifications set forth in this Contractor’s Affidavit shall become part of Contract No. 2318 and incorporated by reference as if fully set forth therein. Further, the Contractor shall comply with these certifications during the term of the Contract.

XIII. ETHICS POLICY

The Contractor hereby certifies that it shall comply with all the applicable provisions of the CHA’s Ethics Policy adopted by the CHA Board on June 2004, 95-HUD-5 especially Sections 19 through 25 thereof. The Contractor further certifies that it has received and read a copy of the CHA’s Ethics Policy.
XIV. 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 page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

Signature of President or Authorized Officer

Benjamin Avery, President

Name of President or Authorized Officer

Title

773-378-7310

Telephone Number

State of IL

County of COOK

Signed and sworn to before me this 15th day of November, 2017 by

(Name) as BENJAMIN AVERY

(Contractor)

Notary Public Signature

NICOLE R MIDDERHOFF
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 14, 2020
Attachment F

Quick Guide Contract Compliance Requirements
Quick Guide
Contract Compliance Requirements

Contract Compliance, within the Department of Procurement and Contracts, is responsible for monitoring the Minority/Women/Disadvantaged Business Enterprises (M/W/DBE) and Section 3 policies and the Davis-Bacon regulations for the Chicago Housing Authority.

What Compliance Requirements apply to the different types of contracts?

<table>
<thead>
<tr>
<th>Type of Contract</th>
<th>M/W/DBE</th>
<th>Section 3</th>
<th>Davis-Bacon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Service</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Construction</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Minority/Women/Disadvantaged Business Enterprises (M/W/DBEs)

In accordance with the Chicago Housing Authority’s M/W/DRF policy, minority, women, and disadvantaged businesses have the maximum opportunity to participate in the performance of contracts awarded by CHA. Depending upon the type of contract and the dollar value, the following requirements are in place for M/W/DBE subcontracting:

<table>
<thead>
<tr>
<th>Type of Contract</th>
<th>Contract Amount</th>
<th>MBE/WBE/DBE Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$25,000 - $200,000</td>
<td>25%</td>
</tr>
<tr>
<td></td>
<td>$200,001 - $500,000</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td>$500,001 - $1,000,000</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>$1,000,001 +</td>
<td>40%</td>
</tr>
<tr>
<td>Service and Supply &amp; Delivery</td>
<td>$25,000 +</td>
<td>20%</td>
</tr>
</tbody>
</table>

Required M/W/DBE Documents:

<table>
<thead>
<tr>
<th>Document Name</th>
<th>To be Completed By</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule A M/W/DBE UTILIZATION PLAN</td>
<td>Prime Contractor</td>
<td>This form lists out all M/W/DBE subcontractors the Prime plans to work with that will count towards their M/W/DBE subcontracting requirements, including a self-performing Prime.</td>
</tr>
<tr>
<td>Schedule C LETTER OF INTENT</td>
<td>Each M/W/DBE listed on the Schedule A, including a self-performing Prime Contractor</td>
<td>This form will be submitted by each subcontractor listed on the Schedule A. If a Prime is an M/W/DBE and they are self-performing, they must submit a Schedule C. The information outlined on the Schedule C must correspond with the Schedule A. A valid certification letter must be attached.</td>
</tr>
<tr>
<td>Letter of Certification</td>
<td>Each M/W/DBE listed on the Schedule A, including a self-performing Prime Contractor</td>
<td>This form must be submitted with every Schedule C. Applications are not accepted and the certification letter cannot be expired.</td>
</tr>
<tr>
<td>Waiver Request- M/W/DBE</td>
<td>Prime Contractor</td>
<td>This form is only to be used if a vendor cannot meet their subcontracting requirements. The form must have two things outlined: the justification/request portion for the waiver request: (1) scope of work and (2) reason the Prime cannot meet the commitments outlined. Make sure that all good faith efforts, including indirect participation, have been exhausted.</td>
</tr>
</tbody>
</table>

- B2Gnow requires Prime Contractors to login and approve payments from CHA and enter payments they have made to subcontractors.
- Subcontractors are then required to login and approve payments entered by the Prime Contractor.
Quick Guide
Contract Compliance Requirements

Section 3

Under CHA’s Section 3 policy, there are multiple requirements. Hiring and Subcontracting are required under Section 3, and vendors cannot choose between the two. Section 3 does not apply to Supply & Delivery contracts.

- **Hiring** – 30% of all of new hires must be Section 3 employees. This includes CHA and low-income Chicago area residents. The Prime will be required to complete the Schedule B and outline all of the employees who are needed to complete this scope of work. Through the hiring chart on Schedule B- Section 3 Utilization Plan, Compliance is able to determine how many Section 3 employees are needed for the contract. The 30% of all new hires covers new hires for the Prime Contractor and the Subcontractors. Contractors will be required to utilize CHA’s Section 3 Job Opportunities website, which allows Section 3 individuals to apply for open positions on CHA contracts. The Section 3 Opportunities system is replacing the Job Order Form process and will require Applicants to actively apply for jobs and Employers to interview and hire for their Section 3 positions based on a streamlined process in accordance with HUD’s Code of Federal Regulations (CFR). Section 3 Hiring Specialists will be responsible for initiating the job postings and approving the job profiles prior to the new jobs posting to the website available to the public.

- **Subcontracting** – Prime Contractors are required to subcontract 10% of the total contract value for construction contracts and 3% of the total contract value for all other contracts to Section 3 Business Concerns. CHA’s Section 3 Business Concern Registry is a great place to start when looking for Section 3 Businesses to contract with. HUD does perform random audits of the businesses in this registry.

What makes a business a Section 3 Business Concern? There are three ways a business can qualify as a Section 3 Business Concern:

1. A business that is 51 percent or more owned by section 3 residents, meaning a CHA resident or low income Chicago area resident;
2. A business whose permanent, full-time employees are made up of at least 30 percent of section 3 residents (including CHA and low-income residents), or within three years of the date of first employment with the business concern were section 3 residents; or
3. A business that subcontracts 25 percent or more of their total subcontracts to business concerns that meet the qualifications in the first two options (this is identified on a project by project basis).

PLEASE NOTE: A business who is self-identified as a Section 3 Business Concern and also certified as an M/W/DBE will count towards the subcontracting goals for both the M/W/DBE and Section 3 Policies.

- **Other Economic Opportunities** - A Prime Contractor who has demonstrated its attempts, to the maximum extent feasible, to meet its Section 3 hiring and contracting goals may satisfy Section 3 obligations by engaging in Indirect Participation, Mentorship Program Participation, and/or Other Results-Oriented Economic Opportunities as alternative means to achieving Section 3 goals. In addition, a contribution to the Section 3 Fund is allowable under Other Economic Opportunities, as long as it is outlined in accordance with the Section 3 Policy. Please note that all Other Economic Opportunities must benefit the Section 3 resident and business community.

### Required Section 3 Documents:

<table>
<thead>
<tr>
<th>Document Name</th>
<th>To be Completed By</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule B</td>
<td>Prime Contractor</td>
<td>This form will outline your hiring, subcontracting, and other economic opportunities that the Prime is committing to.</td>
</tr>
<tr>
<td>SECTION 3 UTILIZATION PLAN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schedule C</td>
<td>Each Section 3 Business Concern listed on the Schedule B, including a self performing Prime Contractor</td>
<td>This will be submitted by each subcontractor listed on the Schedule B. If the self-identified Section 3 Business Concern is also a certified M/W/DBE, they can submit one Schedule C and indicate their status by checking off both qualifications.</td>
</tr>
<tr>
<td>LETTER OF INTENT (also used for M/W/DBE subcontractors)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Section 3 Clause:

Construction Contractors must post the Section 3 Clause on-site. Each Prime Contractor is required to provide a copy of the notice to the CHA upon issuance of the notice to proceed. The Prime Contractor will also be required to demonstrate that the notice has been posted at the worksite in accordance with the Section 3 clause. This may be verified through site visits or a request by the CHA for proof of posting and notification to employees.

“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.”

The Davis-Bacon & Related Acts apply to construction contracts over $2,000 and ensure that all construction employees are paid in accordance with the Department of Labor’s wage decision. If there are union contractors, please ensure that Davis-Bacon wages are met, in accordance with the contract.

CERTIFIED PAYROLL SUBMITTAL & REPORTING

- Certified Payroll Reports must be entered into LCPtracker on a weekly basis.
- All wage rates and job classifications are available through LCPtracker, and will be utilized when entering weekly payroll updates.
- Schedule D- Hiring Reports are also uploaded through LCPtracker, for proof of hiring your Section 3 employees.
- If you ever have a question about job classifications that may not be listed on the wage decision, ask your Contract Compliance Specialist.

In addition to certified payroll reports, the CHA Compliance Team will perform random unannounced site visits. These site visits are then compared to payment information and certified payrolls submitted through B2Gnow and LCPtracker.

Please note that as long as your firm and all subcontractors are in compliance throughout this project, with everything we just covered, there should be no need for payment holds on our end. If you are ever concerned about invoices being placed on hold, always contact your Contract Compliance Specialist first, in order to ensure that your contract is in compliance and that CHA has no reason to hold your payment.
Quick Guide  
Contract Compliance Requirements

Compliance Utilization Plans

Below is a list of items needed to evaluate a full Compliance plan for CHA’s M/W/DBE and Section 3 Policies:

### Schedule A - M/W/DBE Utilization Plan

<table>
<thead>
<tr>
<th>Detailed Requirement</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule A</td>
<td>The Schedule A must be submitted, signed and notarized</td>
</tr>
<tr>
<td>Contract Amount</td>
<td>This amount must match all other bid documents</td>
</tr>
<tr>
<td>M/W/DBE Total</td>
<td>This amount must be the correct sum of all subcontract amounts listed on the Schedule A</td>
</tr>
<tr>
<td>Subcontractor Company Name</td>
<td>This must be listed for each Subcontractor listed on the Schedule A</td>
</tr>
<tr>
<td>Subcontractor Original MBE/WBE/DBE Dollars</td>
<td>The subcontract amount must be included for each Subcontractor</td>
</tr>
<tr>
<td>Subcontractor Work To Be Performed/Materials To Be Supplied</td>
<td>The scope of work, even if brief, must be included for each Subcontractor</td>
</tr>
</tbody>
</table>

### Schedule B - Section 3 Utilization Plan

<table>
<thead>
<tr>
<th>Detailed Requirement</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule B was submitted</td>
<td>The Schedule B must be submitted, signed and notarized</td>
</tr>
<tr>
<td>Prime Contractor Acknowledgement of Section 3 Requirements</td>
<td>Page 4 of the Schedule B must be completed by a Principal of the Prime Contractor</td>
</tr>
<tr>
<td>All elements of the Hiring Chart</td>
<td>This includes all required fields (1) through (8) for the Prime and Subcontractors - refer to the instructions on page 2 of the Schedule B</td>
</tr>
<tr>
<td>Section 3 Business Concern must have their Business Name, Original Contract Value, and Scope of work outlined</td>
<td>This must be listed for each Section 3 Business Concern listed on the Schedule B</td>
</tr>
<tr>
<td>Other Economic Opportunities</td>
<td>If there is a shortfall in the hiring or contracting plans, Other Economic Opportunities must be proposed</td>
</tr>
</tbody>
</table>

### Schedule C - Letter of Intent M/W/DBE and/or Section 3 Business Concern Subcontractors, Suppliers, Consultants

<table>
<thead>
<tr>
<th>Detailed Requirement</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule Cs for every Subcontractor listed on the Schedule A and/or B must be submitted</td>
<td>The dollar values must correspond with the Schedule A and/or B</td>
</tr>
<tr>
<td>M/W/DBE or SECTION 3 BUSINESS CONCERN NAME</td>
<td>Subcontractors’ Business Name must be indicated on page 1 of the Schedule C</td>
</tr>
<tr>
<td>M/W/DBE Certification Status</td>
<td>If the Subcontractor is listed on the Schedule A, they must identify their M/W/DBE certification status</td>
</tr>
<tr>
<td>Section 3 Business Concern Status</td>
<td>If the Subcontractor is listed on the Schedule B, they must identify their Section 3 status</td>
</tr>
<tr>
<td>Contract Value</td>
<td>The contract value outlined on the Schedule C must match the Schedule A - M/W/DBE Utilization Plan or B - Section 3 Utilization Plan</td>
</tr>
</tbody>
</table>
Attachment G

Schedule A: M/W/DBE Utilization Plan
The Contractor shall in determining the manner of M/W/DBE participation, first consider Direct Participation with M/W/DBE companies as subcontractors, suppliers of goods and services, or as joint venture partners, directly related to the performance of this contract. After exhausting reasonable good faith efforts and with prior CHA approval, the bidder/proposer may also meet all or part of the CHA's M/W/DBE commitment goals, through Indirect Participation, by contracting with M/W/DBEs for the provision of goods and services not directly related to the performance of the contract/scope of work. Indirect participation can be demonstrated by providing copies of canceled checks (both front and back) paid to the certified subcontractors, and a Letter of Certification that was current at the time the checks were issued to the subcontractor (must be entered into B2Gnow and Contract Compliance Specialist will approve). Indirect participation must occur within this contract period and will not be considered as acceptable participation on multiple contracts.

Firms seeking M/W/DBE subcontracting credit via Direct or Indirect participation must include one (1) current certification from a CHA approved certifying agency. A copy of a current Letter of Certification is required. Applications for certified status will not be accepted. M/W/DBEs utilized for direct or indirect participation must be currently certified by one of the following agencies: City of Chicago, METRA, PACE, Cook County, State of Illinois - Central Management Services (CMS), Women Business Development Center (WBDC), Chicago Transit Authority (CTA), the Chicago Minority Supplier Development Council (CMSDC), Illinois Department of Transportation (IDOT), and/or the Small Business Administration (SBA 8(a)). For contractors whose principal business address is located outside of the metropolitan Chicago area, certification of comparable agencies will be considered.
I. DIRECT PARTICIPATION

A. COMPANY NAME: Avery & Payoe Construction LLC
ADDRESS: 304 N. Mason, Chicago 60614
CONTACT PERSON: Benjamin Avery
E-MAIL ADDRESS: Estimating@averypayoe.com

ORIGINAL M/W/DBE DOLLAR VALUE: % of Total Contract Value: 
AMENDED M/W/DBE DOLLAR VALUE: % of Total Contract Value: 

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Snow Removal & De-Icing Services

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

B. COMPANY NAME:
ADDRESS:
CONTACT PERSON: 
E-MAIL ADDRESS:

ORIGINAL M/W/DBE DOLLAR VALUE: % of Total Contract Value: 
AMENDED M/W/DBE DOLLAR VALUE: % of Total Contract Value: 

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

C. COMPANY NAME:
ADDRESS:
CONTACT PERSON: 
E-MAIL ADDRESS:

ORIGINAL M/W/DBE DOLLAR VALUE: % of Total Contract Value: 
AMENDED M/W/DBE DOLLAR VALUE: % of Total Contract Value: 

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

D. COMPANY NAME: 
ADDRESS: 
CONTACT PERSON: 
TELEPHONE: ( )
E-MAIL ADDRESS: 
ORIGINAL M/W/DBE DOLLAR VALUE: 
% of Total Contract Value: 
AMENDED M/W/DBE DOLLAR VALUE: 
% of Total Contract Value: 

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

E. COMPANY NAME: 
ADDRESS: 
CONTACT PERSON: 
TELEPHONE: ( )
E-MAIL ADDRESS: 
ORIGINAL M/W/DBE DOLLAR VALUE: 
% of Total Contract Value: 
AMENDED M/W/DBE DOLLAR VALUE: 
% of Total Contract Value: 

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

F. COMPANY NAME: 
ADDRESS: 
CONTACT PERSON: 
TELEPHONE: ( )
E-MAIL ADDRESS: 
ORIGINAL M/W/DBE DOLLAR VALUE: 
% of Total Contract Value: 
AMENDED M/W/DBE DOLLAR VALUE: 
% of Total Contract Value: 

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
<table>
<thead>
<tr>
<th>G. COMPANY NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td></td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>ORIGINAL M/W/DBE DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>% of Total Contract Value:</td>
<td></td>
</tr>
<tr>
<td>AMENDED M/W/DBE DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>% of Total Contract Value:</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

**WORK TO BE PERFORMED/MATERIALS SUPPLIED:**

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

<table>
<thead>
<tr>
<th>H. COMPANY NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td></td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>ORIGINAL M/W/DBE DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>% of Total Contract Value:</td>
<td></td>
</tr>
<tr>
<td>AMENDED M/W/DBE DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>% of Total Contract Value:</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

**WORK TO BE PERFORMED/MATERIALS SUPPLIED:**

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

<table>
<thead>
<tr>
<th>I. COMPANY NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td></td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>ORIGINAL M/W/DBE DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>% of Total Contract Value:</td>
<td></td>
</tr>
<tr>
<td>AMENDED M/W/DBE DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>% of Total Contract Value:</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

**WORK TO BE PERFORMED/MATERIALS SUPPLIED:**

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

Schedule A – M/W/DBE Utilization Plan

Page 4 of 7

Revised 07.21.2016
II. INDIRECT PARTICIPATION

A. COMPANY NAME: 
ADDRESS: 
CONTACT PERSON: 
TELEPHONE: ( ) 
E-MAIL ADDRESS: 
ORIGINAL M/W/DBE DOLLAR VALUE: 
% of Total Contract Value: 
AMENDED M/W/DBE DOLLAR VALUE: 
% of Total Contract Value: 

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

R. COMPANY NAME: 
ADDRESS: 
CONTACT PERSON: 
TELEPHONE: ( ) 
E-MAIL ADDRESS: 
ORIGINAL M/W/DBE DOLLAR VALUE: 
% of Total Contract Value: 
AMENDED M/W/DBE DOLLAR VALUE: 
% of Total Contract Value: 

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

C. COMPANY NAME: 
ADDRESS: 
CONTACT PERSON: 
TELEPHONE: ( ) 
E-MAIL ADDRESS: 
ORIGINAL M/W/DBE DOLLAR VALUE: 
% of Total Contract Value: 
AMENDED M/W/DBE DOLLAR VALUE: 
% of Total Contract Value: 

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

D. COMPANY NAME: ____________________________
ADDRESS: ____________________________
CONTACT PERSON: ____________________________
TELEPHONE: ( )
E-MAIL ADDRESS: ____________________________
ORIGINAL M/W/DBE DOLLAR VALUE: ____________________________
% of Total Contract Value: ____________________________
AMENDED M/W/DBE DOLLAR VALUE: ____________________________
% of Total Contract Value: ____________________________

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

E. COMPANY NAME: ____________________________
ADDRESS: ____________________________
CONTACT PERSON: ____________________________
TELEPHONE: ( )
E-MAIL ADDRESS: ____________________________
ORIGINAL M/W/DBE DOLLAR VALUE: ____________________________
% of Total Contract Value: ____________________________
AMENDED M/W/DBE DOLLAR VALUE: ____________________________
% of Total Contract Value: ____________________________

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

F. COMPANY NAME: ____________________________
ADDRESS: ____________________________
CONTACT PERSON: ____________________________
TELEPHONE: ( )
E-MAIL ADDRESS: ____________________________
ORIGINAL M/W/DBE DOLLAR VALUE: ____________________________
% of Total Contract Value: ____________________________
AMENDED M/W/DBE DOLLAR VALUE: ____________________________
% of Total Contract Value: ____________________________

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division
SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

AFFIDAVIT OF PRIME CONTRACTOR

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule A are true and no material facts have been omitted.

The undersigned will enter into agreements with the above listed companies for work as indicated on this Schedule A within five (5) days after receipt of a signed contract executed by the Chicago Housing Authority. Copies of agreements including but not limited to joint ventures, subcontracts supplier agreements, purchase orders referencing the SPEC., RFP, or Purchase Order Number shall be forwarded to the Procurement & Contracts Department. Contract Compliance Section, 600 East Van Buren, 13th Floor, Chicago, IL 60605.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing document are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

NAME OF PRIME CONTRACTOR (Print or Type)
Avery & Perry Construction, LLC

AUTHORIZED OFFICER
Benjamin Avery
Signature
Date

NAME OF NOTARY (Print or Type)
Nicole R. Midderhoff

STATE OF IL COUNTY OF COOK ON THIS 13TH DAY OF November 2017 BEFORE ME APPEARED (NAME) Benjamin Avery TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY (NAME OF COMPANY) TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED. NOTARY PUBLIC

12/14/2020

NCOLE R MIDDERHFF OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires December 14, 2020
Attachment H

Schedule B: Section 3 Utilization Plan
CHICAGO HOUSING AUTHORITY (CHA)  
Department of Procurement and Contracts  Compliance Division  

SCHEDULE B SECTION 3 UTILIZATION PLAN  
(To Be Completed by Prime Contractor)  

PRIME/GENERAL CONTRACTOR'S NAME: Avery & Payne Construction LLC  
RFP/IFB/RFQ/CONTRACT or PO NUMBER: 2379  
DATE FORM COMPLETED: 11/15/17  
PROJECT TITLE: Snow Removal  
CONTACT NAME/TITLE: Benjamin Avery  
EMAIL ADDRESS: Estimating@averypaynec.com  
CONTRACT AMOUNT: 225,710  

PLEASE READ CAREFULLY AND SIGN THE ACKNOWLEDGMENT ON PAGE 4  
PRIOR TO COMPLETING AND SUBMITTING SCHEDULE B  

Overview:  
The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135 and the CHA's Section 3 Policy. The Contractor hereby submits Schedule B to identify employment, subcontracting, and other opportunities for Chicago Housing Authority residents and low income Chicago area residents during the term of the contract between the Contractor and CHA. Any changes to this Utilization Plan must be approved by the Contract Compliance Specialist, via an amended Schedule B and Section 3 Change Form, when requested.  

<table>
<thead>
<tr>
<th>Type of Contract</th>
<th>Contract Amount</th>
<th>hiring</th>
<th>Section 3 Requirements</th>
<th>Contracting</th>
<th>Other Economic Opportunities</th>
</tr>
</thead>
<tbody>
<tr>
<td>construction</td>
<td>All Contract Values</td>
<td>30% Of all new hires</td>
<td>10% Of total contract value subcontracted</td>
<td>See instructions</td>
<td></td>
</tr>
<tr>
<td>other contracts</td>
<td>All Contract Values</td>
<td>30% Of all new hires</td>
<td>3% Of total contract value subcontracted</td>
<td>See instructions</td>
<td></td>
</tr>
</tbody>
</table>

Schedule B Section 3 Utilization Plan  
Page 1 of 12  
May 5, 2017
Instructions:

Part I: Hiring

- Per 24 CFR 135.30, Section 3 requires at least 30% of the contractor’s new hires be Section 3 residents.
- The prime contractor is required to fill out the Table I.b Hiring Chart ENTIRE WORKFORCE for both Prime and all Subcontractors in Part I: Hiring. This chart includes Section 3 hires, AS WELL AS all other non-section 3 hires for the scope of work.
- Table I.a SAMPLE Hiring Chart Entire Workforce for both Prime and all Subcontractors is provided to you as a sample.
- Table I.b Hiring Chart Entire Workforce for both Prime and all Subcontractors will require you to indicate the total workforce that you and your subcontractors already have in place and those you need to hire. You will need to list their (1) Job Titles, (2) Total Employees Needed at each Job Title, (3) Total Number of Employees Currently Employed at each Job Title, (4) Total New Hires Needed for each Job Title, (5) Total Section 3 Hires for each Job Title, (6) Anticipated Hiring Date Section 3 Hires for Each Job Title, (7) Total Columns (1) through (5) individually, and (8) Total New Section 3 Hires Required and (9) Percentage of New Hires that are Section 3.
- By filling out the hiring chart, the Contractor affirms that the jobs identified for Section 3 residents shall be for meaningful employment.
- A Prime Contractor may satisfy the CHA Resident Hiring Requirements through the hiring of Section 3 residents through his/her subcontractors.
- The Hiring Chart must be completed in its entirety, including a response for each column, in addition to proper calculations in each field where totals are required.
- If any proposed Section 3 positions cannot be filled, a Section 3 Change Form is required under the Section 3 Policy.
- Prime Contractors and Subcontractors are required to use CHA’s Section 3 Job Opportunities website to fill all Section 3 positions.

Part II: Contracting

- Per 24 CFR 135.30, Section 3 requires Construction contracts to subcontract at least 10% of the work to Section 3 Business Concerns and 3% of the work for all Other Contracts.
- The definition of ‘Section 3 Business Concern’ under HUD Regulations is:
  1. 51 percent or more owned by section 3 residents; or
  2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
  3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “section 3 business concern.”
- Section 3 subcontracting refers to direct participation (only subcontracts for work that is included in the scope of the project).
- Contractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided in 24 CFR 135.36.
- The Prime Contractor is required to fill out the contracting information in Table II: Contracting Commitments, Table II.a: Section 3 Business Concern Contracts, Table II.b.: Contracting Shortfall (if necessary), and/or Table II.c: Outreach Efforts (if necessary) of Part II.
- Table II: Contracting Commitments requires you to indicate the Total Dollar Value being subcontracted to Section 3 Business Concerns and the percentage of the total contract value, to which the total of all Section 3 Business Concern subcontracts is equivalent.
Table II.a. Section 3 Business Concern Contracts requires you to identify each Section 3 Business Concern that will hold a subcontract under this Contract. The Company’s Name, Contract Value, and Scope of Work to be Performed must be identified in order for the plan to be considered complete. A corresponding Schedule C must be submitted with the Schedule B.

Table II.b. Contracting Shortfall or Table II.c. Outreach Efforts must be completed when the Prime Contractor is unable to meet the full minimum subcontracting requirements under 24 CFR 135.
- When there is no plan or need to subcontract, please outline the reason(s) why in Table II.b. Contracting Shortfall
- If the prime contractor is unable to contract to a Section 3 Business Concern, all outreach efforts must be documented in Table II.c. Outreach Efforts You must document all of the companies that have been contacted for subcontracting opportunities. If there are limited companies available who perform the necessary duties under this scope of work, please indicate in the ‘reasons for not subcontracting’.
- This is required before Other Economic Opportunities are proposed.

Prime Contractor Must Use CHA’s Section 3 Job Opportunities Website to Identify and Hire Any and All Section 3 Employees. CHA Will Not Consider or Authorize Any Alternate Proposals to Identify Such Employees.

Part III: Other Economic Opportunities
- In the event that a Prime Contractor has demonstrated no plan or need to hire and/or subcontract or is unable to meet the hiring and/or subcontracting requirements in Part I and Part II, the Prime Contractor is required to provide other economic opportunities by completing the Table III: Other Economic Opportunities Plan(s).

Please Note That the Inability to Meet the Hiring and/or Subcontracting Requirement Must Be Documented Completely in Part I: Hiring and Part II: Contracting Before Completing Part III: Other Economic Opportunities.

Other Economic Opportunities could include indirect subcontracting with a Section 3 Business Concern (subcontracting for work not included in the scope of work), training programs, mentorship program participation, or other economic opportunities directed towards section 3 residents and businesses. Any Other Economic Opportunities must be proposed on pages 10 through 12 in Part III: OTHER ECONOMIC OPPORTUNITIES.

If the other forms of Other Economic Opportunities are not feasible, the Prime Contract may propose a contribution to the Section 3 Fund. Guidance on how to contribute to the Section 3 Fund is outlined below:
- Hiring Requirements Contribution: If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full hiring requirements (30% of new hires), and cannot provide other economic opportunities outlined above, then the contractor must pay 5% of the total dollar amount of the contract for building, trade work or 1.5% for all other contracts will be paid to the Section 3 fund. NOTE: The amount shall not exceed $100,000 for any one contract.
- Contracting Requirements Contribution: If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full Section 3 Business Concern subcontracting requirements, and cannot provide other economic opportunities outlined above, the difference between 10% of the covered contract (building, trade work) or 3% (non-construction) and the actual amount provided to Section 3 Business Concerns must be paid to the Section 3 Fund. NOTE: The amount shall not exceed $500,000 for any one contract.
- A Prime Contractor may also pay the entire 10% of the covered contract (building, trade work) or 3% (non-construction) if they have documented the infeasibility of offering any Other Economic Opportunities. NOTE: The amount shall not exceed $500,000 for any one contract.
• Charts have been provided for each category accepted under Other Economic Opportunities. You must outline the actual proposed opportunity, how you will measure the success of this opportunity, and the anticipated results. You will only need to complete the tables that apply to your Section 3 Plan.
• Please reference the Section 3 Policy for more details.
• **NOTE:** The Chicago Housing Authority (CHA) observes a $13 per hour Minimum Wage Requirement on solicitations advertised by the CHA on or after January 2, 2015. A copy of the CHA Minimum Wage Requirement may be downloaded from the CHA website at: [http://www.thecha.org/assets/1/22/CHA_Minimum_Wage_Requirement.pdf](http://www.thecha.org/assets/1/22/CHA_Minimum_Wage_Requirement.pdf). Please note that Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) preempt any conflicting State prevailing wage rate or the Minimum Wage Requirement when the State prevailing wage rate or the Minimum Wage Requirement is higher than the Federally-imposed wage rate (24 CFR 965).
### SAMPLE HIRING CHART

**Table I.a: SAMPLE Hiring Chart ENTIRE WORKFORCE for both Prime and all Subcontractors**

<table>
<thead>
<tr>
<th>(1) Job Titles</th>
<th>(2) Total Number of Employees Needed at each Job Title</th>
<th>(3) Total Number of Employees Currently Employed at each Job Title</th>
<th>(4) Total New Hires Needed for each Job Title</th>
<th>(5) Total Section 3 Hires for Each Job Title</th>
<th>(6) Anticipated Hiring Date Section 3 Hires for Each Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painters</td>
<td>10</td>
<td>8</td>
<td>2</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Laborers</td>
<td>20</td>
<td>19</td>
<td>1</td>
<td>1</td>
<td>10/01/2017</td>
</tr>
<tr>
<td>Carpenters</td>
<td>15</td>
<td>15</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Bricklayers</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Sprinkler Fitter</td>
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<td>3</td>
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<tr>
<td>Marble Mason</td>
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</tr>
<tr>
<td>Electrician</td>
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<td>5</td>
<td>1</td>
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<td>n/a</td>
</tr>
<tr>
<td>Power Equipment Operator</td>
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<td>2</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Iron Worker</td>
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<td>5</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Cement Mason</td>
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<td>n/a</td>
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<tr>
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<td>4</td>
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<td>0</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Roofer</td>
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<td>10</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>Administrative Assistant</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>08/01/2017</td>
</tr>
<tr>
<td>Superintendent</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Payroll Coordinator</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>08/01/2017</td>
</tr>
</tbody>
</table>

| (7) Totals: | 86 | 80 | 6 | 3 |

(8) Total New Section 3 Hires Required:
(Total of column (4) x 0.3) round up to the nearest whole number

2

(9) Percentage of New Hires that are Section 3:
(Total of column (5) ÷ Total of column (4)) x 100 = % of New Hires

50%
In the Section below, complete the hiring chart in accordance with the instructions on page 2. Please reference the Sample Hiring Chart.

Table 1.b: Hiring Chart ENTIRE WORKFORCE for both Prime and all Subcontractors

<table>
<thead>
<tr>
<th>(1) Job Titles</th>
<th>(2) Total Number of Employees Needed at each Job Title</th>
<th>(3) Total Number of Employees Currently Employed at each Job Title</th>
<th>(4) Total New Hires Needed for each Job Title</th>
<th>(5) Total Section 3 Hires for Each Job Title</th>
<th>(6) Anticipated Hiring Date Section 3 Hires for Each Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labbers</td>
<td>12</td>
<td>12</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Firemen</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

(7) Totals:

(8) Total New Section 3 Hires Required:
(Total of column (4) × 0.3) round up to the nearest whole number

(9) Percentage of New Hires that are Section 3:
(Total of column (5) ÷ Total of column (4)) × 100 = % of New Hires

NOTE: Effective January 2, 2015, the Chicago Housing Authority (CHA) observes a $13 per hour Minimum Wage Requirement to be paid to employees of CHA Contractors, and of any subcontractors of such CHA Contractors, performing work on CHA contracts.

Schedule B  Section 3 Utilization Plan

Page 6 of 12

May 5, 2017
**Part II: CONTRACTING**

**Table II: Contracting Commitments**
In the section below, outline the total dollar value and percentage of the total contract value that will be subcontracted with Section 3 Business Concerns.

<table>
<thead>
<tr>
<th>Total Dollar Value of Section 3 Business Concern Contracts:</th>
<th>$ 225,710</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Percentage of Section 3 Business Concern Contracts:</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Table II.a. Section 3 Business Concern Contracts:** In the table on the next page, outline the Section 3 Business Concerns that will be working on this contract. *(Note: Each subcontractor listed below must submit a corresponding Schedule C)*

---

### Contracts to Section 3 Business Concerns

**COMPANY NAME:** Avery & Payne Construction  
**ADDRESS:** 300 N. Mason  
**CONTACT PERSON:** Benjamin Avery  
**TELEPHONE:** 773-378-7360  
**EMAIL ADDRESS:** Estimating@averypayne.com  
**ORIGINAL CONTRACT DOLLAR VALUE:** 225,710

**AMENDED CONTRACT DOLLAR VALUE:**  
**NOTE:** Amended Dollar Value only used when changes are made and approved by Compliance during a contract.  
**WORK TO BE PERFORMED/MATERIALS SUPPLIED:** Snow Removal

**Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):**
- **Anticipated Start Date:**  
- **Anticipated End Date:**

**COMPANY NAME:**  
**ADDRESS:**  
**CONTACT PERSON:**  
**TELEPHONE:**  
**EMAIL ADDRESS:**  
**ORIGINAL CONTRACT DOLLAR VALUE:**  
**AMENDED CONTRACT DOLLAR VALUE:**  
**NOTE:** Amended Dollar Value only used when changes are made and approved by Compliance during a contract.  
**WORK TO BE PERFORMED/MATERIALS SUPPLIED:**  
**Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):**
- **Anticipated Start Date:**  
- **Anticipated End Date:**

(if more space is needed, you can use page 8 multiple times)
### Contracts to Section 3 Business Concerns (continued)

| COMPANY NAME: | ___________________________ |
| ADDRESS: | ___________________________ |
| CONTACT PERSON: | ___________________________ |
| TELEPHONE: | ___________________________ |
| EMAIL ADDRESS: | ___________________________ |

**ORIGINAL CONTRACT DOLLAR VALUE:**

**AMENDED CONTRACT DOLLAR VALUE:**

**NOTE:** Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

**WORK TO BE PERFORMED/MATERIALS SUPPLIED:**

**Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):**

Anticipated Start Date: ___________________________  Anticipated End Date: ___________________________

---

| COMPANY NAME: | ___________________________ |
| ADDRESS: | ___________________________ |
| CONTACT PERSON: | ___________________________ |
| TELEPHONE: | ___________________________ |
| EMAIL ADDRESS: | ___________________________ |

**ORIGINAL CONTRACT DOLLAR VALUE:**

**AMENDED CONTRACT DOLLAR VALUE:**

**NOTE:** Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

**WORK TO BE PERFORMED/MATERIALS SUPPLIED:**

**Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):**

Anticipated Start Date: ___________________________  Anticipated End Date: ___________________________

---

| COMPANY NAME: | ___________________________ |
| ADDRESS: | ___________________________ |
| CONTACT PERSON: | ___________________________ |
| TELEPHONE: | ___________________________ |
| EMAIL ADDRESS: | ___________________________ |

**ORIGINAL CONTRACT DOLLAR VALUE:**

**AMENDED CONTRACT DOLLAR VALUE:**

**NOTE:** Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

**WORK TO BE PERFORMED/MATERIALS SUPPLIED:**

**Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):**

Anticipated Start Date: ___________________________  Anticipated End Date: ___________________________
Table II.b: Contracting Shortfall
If the Prime Contractor cannot meet the minimum contracting requirements, outlined on pages 2 through 4, provide the reasoning below. You must include the scope of work and why you cannot meet the requirements. For additional space, please attach a document on your company's letterhead.

Table II.c: Outreach Efforts
If the Prime Contractor is unable to find subcontractors, after exhausting all good faith efforts, to perform under this scope of work, list the Companies that were contacted for subcontracting opportunities for this contract.

<table>
<thead>
<tr>
<th>Outreach Efforts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name:</td>
</tr>
<tr>
<td>Primary Contact:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>E</td>
</tr>
<tr>
<td>Reason for not subcontracting:</td>
</tr>
</tbody>
</table>

| Business Name: |
| Primary Contact: |
| Phone Number: |
| E|M|A|ADDRESS: |
| Reason for not subcontracting: |
Part III: OTHER ECONOMIC OPPORTUNITIES  (NOTE: Beginning on January 2, 2015, the Chicago Housing Authority (CHA) observes a $13 per hour Minimum Wage Requirement. This policy affects paid mentorship and internship programs, among others).

Table III: Other Economic Opportunities Plan(s)

THIS SECTION MUST BE COMPLETED IF YOUR PLAN DOES NOT MEET THE MINIMUM HIRING (30% OF NEW HIRES) AND/OR CONTRACTING (10%/3%) REQUIREMENTS.

In the space provided below, please outline your plan to provide other economic opportunities to a Section 3 or low income person (if more space is needed, please provide an attachment to this Schedule B). Examples of plans may include internship programs, mentorship programs, and teaming agreements. Please note that any indirect subcontracting should also be described in the section below. Refer to the instruction page for more information.

Indirect Participation (subcontracting to a Section 3 business for work outside the scope)

Note: An indirect subcontractor should still submit a Schedule C to correspond with this information.

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ORIGINAL CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>WORK TO BE PERFORMED/MATERIALS SUPPLIED:</td>
<td></td>
</tr>
<tr>
<td>Anticipated Start Date:</td>
<td>Anticipated End Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ORIGINAL CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>WORK TO BE PERFORMED/MATERIALS SUPPLIED:</td>
<td></td>
</tr>
<tr>
<td>Anticipated Start Date:</td>
<td>Anticipated End Date:</td>
</tr>
</tbody>
</table>

Mentorship Program Participation

Describe in detail the work that will be performed by the Section 3 Resident or Business Concern

Quantifiable Goals

Anticipated Results
### Training Program

| Describe in detail the work that will be performed by the Section 3 Resident or Business Concern | [Signature]
|---|---|
| Quantifiable Goals | [Signature]
| Anticipated Results | [Signature]

### Internship Program

| Describe in detail the work that will be performed by the Section 3 Resident or Business Concern | [Signature]
|---|---|
| Quantifiable Goals | [Signature]
| Anticipated Results | [Signature]

### Other Results Oriented Economic Opportunities (Please Describe)

| Note: Any part of the plan can be represented here. Describe in detail the work that will be performed by the Section 3 Resident or Business Concern | [Signature]
|---|---|
| Quantifiable Goals | [Signature]
| Anticipated Results | [Signature]
Please select which type of contribution is being paid into the Section 3 Fund, according to your Schedule B Section 3 Utilization Plan. If a contribution is being made for Hiring and Contracting, you should indicate that in the chart below.

### Section 3 Fund

<table>
<thead>
<tr>
<th>Type</th>
<th>Contribution Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hiring</td>
<td>5% of total contract value (Construction) Not to Exceed $100,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.5% of total contract value (Professional Service) Not to Exceed $100,000</td>
<td></td>
</tr>
<tr>
<td>Contracting</td>
<td>Contributing the difference between the actual subcontracting dollar amount and the</td>
<td>Not to Exceed $500,000</td>
</tr>
<tr>
<td></td>
<td>minimum subcontracting requirement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10% of total contract value (Construction) Not to Exceed $500,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3% (Other Contracts including Professional Service) Not to Exceed $500,000</td>
<td></td>
</tr>
</tbody>
</table>

### Contribution to Section 3 Fund

(this is the total of all Hiring and Contracting contributions identified in the Section 3 Fund chart above)

Dollar Value of Contribution

How will I contribute the funds? CHA can deduct portions from each of my purchase orders

By signing below, the Contractor hereby agrees to comply with the Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the CHA Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form at the time the bid or proposal is due.

Avery & Avery Construction LLC

NAME OF PRIME CONTRACTOR (Print or Type)

Benjamin Avery

NAME OF AUTHORIZED OFFICER

Nicole R. Middenkoff

Date 11/13/17

NAME OF NOTARY (Print or Type)

STATE OF IL COUNTY OF COOK ON THIS 15TH DAY OF NOVEMBER 2017 BEFORE ME APPEARED (NAME) Benjamin Avery TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: NICOLE R. MIDDENKOFF (SEAL)

COMMISSION EXPIRES: My Commission Expires

INTERNAL CHA APPROVAL: COMPLIANCE MANAGER'S SIGNATURE DATE

INTERNAL CHA APPROVAL: SECTION 3 ADMINISTRATOR DATE

(Applicable when Other Economic Opportunities are proposed)
SCHEDULE C
Letter of Intent M/W/DBE and/or Section 3 Business Concern
Subcontractors, Suppliers, Consultants
(To Be Completed by Subcontractor and/or Self Performing Prime Contractor)

M/W/DBE or SECTION 3 BUSINESS CONCERN NAME: Avery & Peyre Construction

Certification Status (Check One): MBE    WBE    DBE

Section 3 Business Concern (Check One): Yes    NO

NOTE: Per CHA’s Section 3 Policy, all Section 3 Business Concerns must be self certified in the Section 3 Business Concern Self Certification Registry and there will be no exceptions. Vendors will have to identify Section 3 Business Concerns and ensure those businesses are self certified in CHA’s Section 3 Business Concern Registry, prior to contract award.

If yes, Section 3 Business Concern (Check One):

☐ 51 percent or more owned by section 3 residents
   a. A public housing resident
   b. Low and very low income persons who live in the Chicago Metropolitan Area or non-Metropolitan county

☒ Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents

☐ That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “section 3 business concern”

FEIN: [Redacted] ETHNICITY: African American GENDER: Male

CONTACT NAME/TITLE: Avery & Peyre, Benjamin Avery President

E-MAIL ADDRESS: Estimating@averypeyre.com

IFB/RFP/CONTRACT OR PURCHASE ORDER NO.: 2378

PROJECT TITLE: Snow Removal

DATE FORM COMPLETED: 11/15/17

PRIME CONTRACTOR: Avery & Peyre

(TELEPHONE NUMBER) 773-578-7310

---

NOTE: M/W/DBE contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule A M/W/DBE Utilization Plan. For Section 3 Business Concern (S3BC) contractors/subcontractors, the owner or employee of the S3BC cannot also be an employee of the Prime Contractor on a contract per HUD Regulations.

1. Will the Subcontractor contract any of the work to be performed on this contract to another firm? Yes    No

If yes, explain below (Include dollar amount & percentage that will be subcontracted to other firms):


---

Schedule C - Letter of Intent
Revised 05.08.2017
<table>
<thead>
<tr>
<th>SCHEDULE C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter of Intent M/W/DBE and/or Section 3 Business Concern</td>
</tr>
<tr>
<td>Subcontractors, Suppliers, Consultants</td>
</tr>
<tr>
<td>(To Be Completed by Subcontractor and/or Self Performing Prime Contractor)</td>
</tr>
</tbody>
</table>

2. List commodities/services to be provided for the above referenced contract:  

- Snow Removal

3. Indicate the total dollar value: $225,710

4. Terms of the agreement including but not limited to joint venture, subcontract, supplier or purchase order agreements on the above referenced contract (timeframe and other subcontract details):

5. Per HUD Definition, "Subcontractor means any entity [other than a person who is an employee of the contractor] which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a section 3 covered project."

   Does the subcontractor comply with the above definition and does NOT have any business interests related to the Prime? Yes [ ] No [ ]

---

**AFFIDAVIT**

The undersigned will enter into a signed agreement with the Prime Contractor listed above within five (5) days after receipt of a signed contract executed by the Chicago Housing Authority.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing document are true and correct, and that I am authorized on behalf of the Subcontractor to make this affidavit.

**Avery & Payne Construction LLC**

(NAME OF MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER PRINT OR TYPE)

**Benjamin Avery** 11/15/17  

(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT) (DATE)

**Nicole R. Middendorff**

(NAME OF NOTARY PRINT OR TYPE)

STATE OF [IL] COUNTY OF [COOK]  

ON THIS 15TH DAY OF November 2017

BEFORE ME APPEARED (NAME) Benjamin Avery to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by to execute the affidavit and did so as his or her free act and deed.

**NOTARY PUBLIC:**

COMMISSION EXPIRES: 12-14-2020

Schedule C - Letter of Intent  
Page 2 of 2

Revised 05.08.2017
Attachment J

Certifications and Representations of Offerors, Non-Construction Contracts
HUD 5369-C
1. Contingent Fee Representation and Agreement

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

(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.

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

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

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

The bidder/offeror 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 small business concern. "Women-owned," as used in this provision, means a small 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 enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned 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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

(1) Is the person in the bidder/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

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

Previous edition is obsolete
(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(i) through (a)(iii) above.

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;
(ii) The Contractor's objectivity in performing the contract work may be impaired; or
(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

[Signature and Date]

Benjamin Avery
Typed or Printed Name:
President
Title:
Avery & Payne Construction LLC
Applicability. This form HUD-5370-C 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 988.105) 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 - Clauses for All Non-Construction Contracts greater than $100,000

1. Definitions

The following definitions are applicable to this contract:

(a) 'Authority or Housing Authority (HA)' means the Housing Authority.
(b) 'Contract' means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
(c) 'Contractor' means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
(d) 'Day' means calendar days, unless otherwise stated.
(e) 'HUD' means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

(a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:

(i) Award of the contract may result in an unfair competitive advantage; or

(ii) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any
product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor’s submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement.

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:
(1) Agency and legislative liaison by Own Employees.
   (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not
apply in the case of a payment of reasonable compensation made to an officer or employee of a
person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the
payment is for agency and legislative activities not directly related to a covered Federal action.
   (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically
requested by an agency or Congress is permitted at any time.
   (c) The following agency and legislative liaison activities are permitted at any time only where
they are not related to a specific solicitation for any covered Federal action:
      (1) Discussing with an agency (including individual demonstrations) the qualities
and characteristics of the person's products or services, conditions or terms of sale, and service
capabilities; and,
      (2) Technical discussions and other activities regarding the application or adaptation
of the person's products or services for an agency's use.
   (d) The following agency and legislative liaison activities are permitted where they are prior to
formal solicitation of any covered Federal action:
      (1) Providing any information not specifically requested but necessary for an
agency to make an informed decision about initiation of a covered Federal action;
      (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its
official submission; and
      (3) Capability presentations by persons seeking awards from an agency pursuant to the
provisions of the Small Business Act, as amended by Public Law 95-507 and other
subsequent amendments.
   (e) Only those activities expressly authorized by subdivision (b)(i)(1)(a) of this clause are
permitted under this clause.
(2) Professional and technical services.
   (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
      (i) A payment of reasonable compensation made to an officer or employee of a
person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or
modification of a covered Federal action, if payment is for professional or technical services rendered directly in
the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for
meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
      (ii) Any reasonable payment to a person, other than an officer or employee of a
person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or
modification of a covered Federal action if the payment is for professional or technical services rendered directly in
the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for
meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons
other than officers or employees of a person requesting or receiving a covered Federal action include
consultants and trade associations.
   (b) For purposes of subdivision (b)(i)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis
directly applying any professional or technical discipline.
   (c) Requirements imposed by or pursuant to law as a condition for receiving a covered
Federal award include those required by law or regulation, or reasonably expected to be
required by law or regulation, and any other requirements in the actual award
documents.
   (d) Only those services expressly authorized by subdivisions (b)(i)(2)(a)(i) and (ii) of this
section are permitted under this clause.
   (iii) Selling activities by independent sales representatives.
   (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the
following selling activities before an agency by independent sales representatives, provided such activities are prior to
formal solicitation by an agency and are specifically limited to the merits of the matter:
      (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the
person's products or services, conditions or terms of sale, and service capabilities; and
      (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or
services for an agency's use.
   (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the
person submitting the offer agrees not to make any payment prohibited by this clause.
   (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be
subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the
Government from seeking any other remedy that may be applicable.
   (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be
unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB
Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made
specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of
FAR Part 31 or the relevant OMB Circulars.
16. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers’ representative of the Contractor’s commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor’s Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims, suits, actions and costs of every description resulting from the Contractor’s activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heading any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA’s property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(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.

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.
Attachment L

HUD Form 5369

Instructions to Bidders for Contracts

Public and Indian Housing Programs
Instructions to Bidders for Contracts
Public and Indian Housing Programs
Instructions to Bidders for Contracts
Public and Indian Housing Programs

Table of Contents
Clause                                                                 Page
1. Bid Preparation and Submission                                      1
2. Explanations and Interpretations to Prospective Bidders             1
3. Amendments to Invitations for Bids                                  1
4. Responsibility of Prospective Contractor                            1
5. Late Submissions, Modifications, and Withdrawal of Bids             1
6. Bid Opening                                                          2
7. Service of Protest                                                   2
8. Contract Award                                                       2
9. Bid Guarantee                                                       3
10. Assurance of Completion                                             3
11. Preconstruction Conference                                          3
12. Indian Preference Requirements                                      3

1. Bid Preparation and Submission
   (a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled Site Investigation and Conditions Affecting the Work of the General Conditions of the Contract for Construction). Failure to do so will be at the bidders’ risk.
   (b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder’s name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent’s authority. (Bidders should retain a copy of their bid for their records.)
   (c) Bidders must submit as part of their bid a completed form HUD-5369-A, “Representations, Certifications, and Other Statements of Bidders.”
   (d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words “Bid Documents,” the Invitation for Bids (IFB) number, any project or other identifying number, the bidder’s name, and the date and time for receipt of bids.
   (e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words “No Bid” in the space provided for any item on which no price is submitted.
   (f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.
   (g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.
   (h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders
   (a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.
   (b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids
   (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
   (b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder’s receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA’s/IHA’s requirements.
   (c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor
   (a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder’s:

   1. Integrity;
   2. Compliance with public policy;
   3. Record of past performance; and
   4. Financial and technical resources (including construction and technical equipment).

   (b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.
5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 telegraph or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 or the bid, 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, bidders should request the postal clerk to place a hand cancellation bull’s-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull’s-eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA’s/IHA’s protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA’s/IHA’s available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA’s/IHA’s available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA’s/IHA’s available funding. If upon the application of all deductibles, no bid is within the PHA’s/IHA’s available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA’s/IHA’s written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA’s/IHA’s written policy and procedures.
(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. **Bid Guarantee** (applicable to construction and equipment contracts exceeding $25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. **Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursement agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website [http://www.fms.treas.gov/c570/index.html](http://www.fms.treas.gov/c570/index.html), or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. **Preconstruction Conference** (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. **Indian Preference Requirements** (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines “economic enterprise” to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean 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; and Indian “tribe” to mean 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.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor’s employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall award the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement’s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)’s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA’s jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.
ADDENDUM NUMBER 1

November 9, 2017
Invitation for Bid ("IFB")
CHA Parking Lots Snow Removal/De-Icing
Event Number 2378
Bid Due Date: November 15, 2017 at 9:30 A.M. CST
Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren, 13th Floor
Chicago, IL 60605

Receipt of this Addendum is to be acknowledged by the Contractor by signing, dating and submitting with the Bid. Failure to do so may render the Bid non-responsive.

The following revisions, clarifications, additions and/or deletions are included in this Addendum to Event No. 2378 and are to be fully incorporated into Bidder’s Bid therein.

Bidder acknowledges receipt of Addendum: [Signature] 11/15/17

ITEM NUMBER 1: Page 18, Section 7 – Contract Documents and Contractor’s Agreement, Section 1 – Contract Documents, Section C – Invoice Instruction Submittal

Currently Reads: All Invoices Must Be Submitted Directly to: The Chicago Housing Authority Attn: Accounts Payable, 60 E. Van Buren, Chicago, IL 60605. Do Not submit invoices to the Chicago Housing Authority. Failure to follow this direction will result in delays in processing invoice payments.

Change to: All Invoices Must Be Submitted Directly to: The Chicago Housing Authority Attn: Accounts Payable, 60 E. Van Buren, Chicago, IL 60605. Failure to follow this direction will result in delays in processing invoice payments.

ITEM NUMBER 2: Questions

1. Q. Do we have to include all required attachments per group we bid on?
   
   A. No, the required attachments cover the entire IFB, not each group. We do ask that all Fee Forms are submitted, even if you are not bidding on that group.

2. Q. Is this Bid for parking lots only?
A. Yes, you will only be responsible for parking lots and driveways. No sidewalks or ramps are included.

***** END OF ADDENDUM NO. 1*****

Chicago Housing Authority

Latasha Bouldin
Assistant Director of Procurement
Nov. 13, 2017
Invitation for Bid ("IFB")
CHA Parking Lots Snow Removal/De-Icing
Event Number 2378
Bid Due Date: November 15, 2017 at 9:30 A.M. CST
Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren, 13th Floor
Chicago, IL 60605

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The following revisions, clarifications, additions and/or deletions are included in this Addendum
to Event No. 2378 and are to be fully incorporated into Bidder’s Bid therein.

Bidder acknowledges receipt of Addendum:

[Signature]

Date

ITEM NUMBER 1: Added Attachment #7 – Revised 6 Month Term – Property Listing and
Fee Calculations

Removed Attachment #4 – 6 Month Term – Property Listing and Fee Calculations

ITEM NUMBER 2: Added Attachment #8 – Revised 6 Month Option – Property Listing and
Fee Calculations

Removed Attachment #5 – 6 Month Option – Property Listing and Fee Calculations

***** END OF ADDENDUM NO. 1*****
**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

**If Subrogation is Waived:** Subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

State Farm Insurance

Diana Ibarra, agent

1010 W Lake St

Melrose Park, IL 60160

**INSURED**

Avery and Pryor Construction, LLC

c/o Benjamin Avery

306 N Monroe Ave

Chicago, IL 60614

**CONTACT**

NAME: Jose A Alvarez

PHONE: 708-344-4424

(LIC. No. EX.):

EMAIL: jose.alvarez.ssa17@statefarm.com

**INSURER(S) AFFORDING COVERAGE**

State Farm Mutual Automobile Insurance Company

**MAC #** 26178

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 34); ADDITIONAL RISK SCHEDULE, MAY BE ATTACHED IF MORE SPACE IS REQUIRED**

**CERTIFICATE HOLDER**

The Habitat Company LLC

350 W Hubbard St ste 500

Chicago, IL 60654

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
City of Chicago
Department of Buildings
General Contractor's Licenses

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO:

AVERY & PRyor CONSTRUCTION LLC
306 NORTH MASON
CHICAGO IL 60644

LICENSE CLASS: (E) $500,000 PROJECT CEILING

LICENSE NUMBER: TGC095002
CERTIFICATE NUMBER: GC095002-1
FEE: $ 300
DATE ISSUED: 04/24/2017
DATE EXPIRES: 04/24/2018

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Rahm Emanuel
Mayor

Judith Frydland
Commissioner
# Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 05/03/2017

**Certificate Number:** Cert ID 1163

**Producer:**
- Inner-City Underwriting Agency
  - 1631 S. Michigan Ave Unit 102
  - Chicago IL 60616

**Insured:**
- Avery & Pryor Construction, LLC
  - 306 N Mason Ave
  - Chicago IL 60644

**Contact Name:** Nataly Salas
**Phone (A/C No. Ext.):** (312) 341-9080
**Fax (A/C No.):** (312) 341-9084
**E-Mail Address:** nssalas@inner-city.net

**Insurer(s) Affording Coverage:**
- Arch Specialty Insurance
  - NAIC # 21199

**Coverages:**
- Certificate of Liability Insurance
- Type of Insurance: Commercial General Liability

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**Description of Operations / Locations / Vehicles:**
- Chicago Housing Authority and The Habitat Company are listed as additional insured on a primary and non-contributory basis.

**Certificate Holder:**
- The Habitat Company, LLC
  - 350 W. Hubbard Street
  - Suite 500
  - Chicago IL 60654

**Cancellation:**
- Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized/Representative:**

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MAR 03 2017

Benjamin B. Avery
Avery & Pryor Construction, LLC
306 N. Mason
Chicago, IL 60644

Dear Benjamin B. Avery:

We are pleased to inform you that Avery & Pryor Construction, LLC has been certified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This (MBE) certification is valid until 3/1/2022; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 3/1/2018, 3/1/2019, 3/1/2020, and 3/1/2021. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 3/1/2022. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 1/1/2022.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a (MBE) if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602
• Notify the City of any changes affecting your firm's certification within 10 days of such change; or
• File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm’s name will be listed in the City’s Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**
- 237310  - Airport runway construction
- 237310  - Concrete paving (i.e., highway, road, street, public sidewalk)
- 237310  - Curbs and street gutters, highway, road and street construction
- 237310  - Grading, highway, road, street and airport runway
- 237310  - Guardrail construction
- 237310  - Pavement, highway, road, street, bridge or airport runway, construction
- 237310  - Pothole filling, highway, road, street or bridge
- 237310  - Repair, highway, road, street, bridge or airport runway
- 237310  - Sidewalk, public, construction

Your firm’s participation on City contracts will be credited only toward Minority-Owned Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City’s Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

[Signature]

Rich Butler
First Deputy Procurement Officer
RB/lj
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/02/2017

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PAYCHEX INSURANCE AGENCY INC
150 SAWGRASS DR
ROCHESTER, NY 14620
(877) 362-6785

INSURED
AVERY & PAPYON CONSTRUCTION LLC
306 N MASON AVE
CHICAGO, IL 60644

CONTACT NAME: FAX: PHONE:
(A/C, No, Ext) (877) 362-6785
E-MAIL: payches@travelers.com
ADDRESS: 

INSURER(S) AFFORDING COVERAGE NAIC #

COVERAGES CERTIFICATE NUMBER: 612920513381221 REVISION NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

THE HABITAT COMPANY LLC
350 WEST HUBBARD ST, STE 500
CHICAGO, IL 60654

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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