



**CHICAGO HOUSING AUTHORITY ("CHA")
INVITATION FOR BID ("IFB") EVENT NO. 865 (2016)
FOR
LANDSCAPING MAINTENANCE SERVICES**

Required for use by
PROPERTY OFFICE

ISSUED ON: APRIL 29, 2016
ISSUED BY: DEPARTMENT OF PROCUREMENT AND CONTRACTS

BID OPEN DATE AND TIME:
MONDAY, MAY 16, 2016 at 11:00AM CST

CHA invites qualified firms/organizations ("Bidder") to submit sealed bids for the below described IFB.

BID SUMMARY	
Bidder's Name:	<u>A + M General Contractors Inc.</u>
Contact Name:	<u>Anthony McClinton</u>
Address:	<u>8127 So. Sangamon</u>
City/State/Zip:	<u>Chicago, Illinois, 60620</u>
Phone Number:	<u>(312) 604-9891</u>
Email Address:	<u></u>
INSERT BID TOTAL FOR THE TWO YEAR BASE PERIOD:	\$ <u>3,143,160</u> .00 \$ <u>2,442,160.00</u> p
INSERT BID TOTAL FOR THE ONE-(ONE) YEAR OPTION PERIOD:	\$ <u>1,571,580</u> .00 \$ <u>1,221,080.00</u> p
INSERT BID TOTAL FOR THE SECOND-(ONE) YEAR OPTION PERIOD:	\$ <u>1,571,580</u> .00 \$ <u>1,221,080.00</u> p
(Bid in whole dollars only)	

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

Anthony McClinton A + M General Contractors Inc.
(Signature) (Bidder's Name)
Anthony McClinton Vice President

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Attachment G.....	Handbook No. 7460.8 Rev 2 - Table 5.1 Mandatory Contract Clauses for Small Purchases Other Than Construction
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KEY INFORMATION

1. **BIDDER CONTACT WITH THE CHA:** The Procurement Specialist identified below is the *sole point of contact* regarding this solicitation. From the date of issuance until selection of the successful Bidder. Sealed bids shall be delivered or mailed to the CHA's address listed below.

Pamela Seanior, Senior Procurement Specialist
Chicago Housing Authority
60 East Van Buren Street, 13th Floor
Chicago, Illinois 60605
Phone: (312) 913-5854
Email: pseanior@thecha.org

2. **PRE-BID MEETING** Date, Time, and Location: **Wednesday, May 4, 2016** at 11:30AM, Chicago Housing Authority, 12th Floor, 60 East Van Buren Street, Chicago, IL 60605. *CHA strongly encourages all interested firms to attend the pre-bid conference where among other topics an overview of Section 3 will be discussed.*
3. **Questions must be submitted in writing to the Procurement Specialist as shown above by no later than 12:00PM (CST) on Friday May 6, 2016.** Questions received with regards to 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.
4. **SUBMISSION INFORMATION:** The CHA invites Bidders to submit an electronic proposal for this solicitation. Respondent shall upload all documents via the CHA Supplier Portal at: <https://supplier.thecha.org>. Electronic bid submissions only require one (1) version.

There is no 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 that 50 characters.

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

Any bid submission that cannot be submitted electronically via the CHA supplier portal must be submitted by paper ("Manual Submission") in a sealed envelope or package and delivered by certified mail or hand-delivered. The sealed envelope/package shall be marked with (1) the Bidder's Name and Address; (2) the Specification title and number; and (3) the bid opening date and time. Manual Submissions require the following as described below:

- (a) **Enter Bidder's information** in the "Bid Summary" space provided on the cover page;
- (b) Submit **ONE (1) ORIGINAL DOCUMENT IN ITS ENTIRETY** that shall bear an **original** (not photocopied) signature;
- (c) Submit financial statements (refer to Financial Statement information);
- (d) Submit **ONE (1) original** of all required MBE/WBE/DBE documents;
- (e) Submit **ONE (1) original** of all other required bid documents (refer to BF/16 enclosed Acknowledgement of Bid Documents and Instructions); and
- (f) Acknowledge below receipt of any Addenda issued.

Where responses are sent by certified mail or hand-delivered to CHA, Bidder shall be responsible for their delivery to CHA before the advertised date and hour for the receipt of the Bid. If the mail is delayed

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beyond the date and hour set for the Bid receipt, the Bid thus delayed will not be considered and will be returned unopened.

Bidder shall bear all costs of responding to this Bid.

IMPORTANT: Do NOT staple, combine or punch holes in any submitted materials. Use binder clips or paper clips only to hold documents together. All bids submitted and accepted become the property of the CHA.

5. BID OPENING Date and Time: Monday, May 16, 2016 at 11:00AM (CST).

No bids will be accepted after the date and time indicated above, 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 shall result in the bid being deemed non-responsive and rejected by the CHA for further consideration.

- 6. 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 Supplier Portal website at: <https://supplier.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 Addenda to correct, modify and amend this Invitation for Bid. Bidders shall acknowledge receipt of all Addenda below.

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA:

Number

Dated

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- 7. TYPE OF CONTRACT:** The CHA contemplates award of a firm fixed rate contract resulting from this solicitation.
- 8. TIME FOR PERFORMANCE:** Services to be rendered under this Contract shall start from the date set forth in the Notice to Proceed to be issued by the CHA subsequent to contract execution and will be for a base period of two (2) years with two (2) one-year option periods.
- 9. TERM OF CONTRACT:** The term of the contract(s) to be awarded shall be for a base period of two (2) years with two (2) one-year option periods. Each award may be subject to HUD approval and/or CHA Board approval.

No Awards may be made to a contractor or firm that is on the list of contractors ineligible to receive awards from CHA or the United States, as furnished by HUD.

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10. SCOPE OF SERVICES: The CHA is seeking bids from contractors for general landscape maintenance for CHA's Public Housing (PH) sites (refer to attached Region Property Sites). This includes but is not limited to maintenance of groundcovers, annuals, perennials, shrubs, trees and irrigation systems. This maintenance on a weekly basis shall include but not be limited to application of fertilizers, herbicides, and pesticides, watering, pruning, weeding, deadheading, replacement planting (as approved by the CHA), loose trash removal, leaf removal, irrigation repair and maintenance, tree removal and spring and fall clean up. This maintenance shall also include the fenced area outside of a designated community garden but not limited to loose trash removal, leaf removal, irrigation repair and maintenance, and spring and fall clean-up. The CHA shall determine the schedule for work to be performed by order of preference for each building or vacant lot within the regional portfolio.

a. TURF MAINTENANCE:

- i. Turf Mowing - Lawns shall be mowed at an appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain. Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required. Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.
- ii. Turf Edging - Edging and trimming along curbs, walks, bed edges and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged once per month during the growing season. Mow strips shall be treated with a non-selective herbicide as needed. Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade. Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the owner to achieve a solution.
- iii. Turf Fertilization & Weed Control - Well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor's knowledge and needs of the area. All lawn areas shall be treated with crabgrass prevention and broadleaf weed control products as necessary.
- iv. Trash and Debris Removal - During routine maintenance visits the Contractor is responsible for removing trash and debris from the property. Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance. Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

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b. **TREE AND SHRUB MAINTENANCE:**

All plant and tree material is to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the Contractor. Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units. All formal hedges shall be sheared to maintain desired shape and height. Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production. Dead or damaged portions of plants shall be removed whenever possible.

All plant material will be fertilized with a balanced slow release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material. Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to CHA. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem. Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. CHA shall be informed before any drastic cutbacks are performed.

All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.

All pruning debris is the responsibility of the Contractor. No debris may be disposed of on-site without the expressed permission of the customer.

- i. Mulch – Double shredded hardwood bark shall be used by the contractor when any mulching is specified or required. This mulch shall be standard in nature as designated and approved by CHA. The mulch shall be standard in nature and have a minimum particle size of one half (1/2) inch and a maximum length of three (3) inches. The product shall be free of sand, dirt, gravel or any other material inconsistent with the purpose of the mulch. Mulch must not be placed directly against the bark of plants in order to avoid decay. Existing mulched beds shall be maintained at a minimum mulch depth of two (2) inches, and a maximum mulch depth of three (3) inches. Areas to be mulched include but are not limited to the marble planters and trees along sidewalks of CHA owned and/or operated buildings.
- ii. Replacement Plantings – Any plant material not exhibiting normal growth and vigor shall be reported to the CHA. If it has been determined that the material is beyond reviving, a written report recommending replacement shall be given to the CHA. This report shall include: (a) the location, size and type of plant, (b) the reason for decline (c) cost of replacement. No replacement plantings are to be done without consent of the CHA.

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c. **GROUND COVER AND BEDS:**

Open ground between plants shall be kept weed-free using mechanical or chemical methods. All plant material shall be free of insect and disease. At all times public and environmental safety is to be considered when applying pesticides.

Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contactor. Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.

Soil surfaces shall be raked smooth and cultivated regularly. Vines shall be trimmed neatly against supporting structures and kept within bounds. Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings. Sign faces and windows shall be kept clear of encroaching growth.

d. **IRRIGATION SERVICES:**

Contractor shall provide expertise and all labor to water all areas as required. Contractor shall inspect, test and ensure proper time clock operations. This includes monitoring the irrigation sprinkler system to ensure that watering times are properly set, using the least amount of water necessary throughout the year. The controllers shall be programmed according to seasonal requirements and to ensure that all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways and buildings. The sprinkler system will be checked after each mowing for any damage, damages which occur as a result of the Contractor's own labor, shall be repaired by Contractor at Contractor's expense, within forty-eight (48) hours. The system shall be thoroughly evaluated at the time that the Contractor begins work on the property. This evaluation, along with cost estimates to bring the system to acceptable working conditions, shall be given in writing to CHA. The cost of this evaluation shall be included in the Scope of Work, but any necessary repairs shall be at the CHA's expense, if approved. The Contractor shall present repairs and maintenance requirements to the CHA immediately. The CHA agree to be financially responsible for replacing and repairing time clocks and related valves in a timely basis. Invoices presented without the proper authorization will not be accepted or paid. Contractor shall at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a twenty-four (24) hour basis, seven days a week. Contract also includes system start-up and winterization.

e. **EXTERIOR COLOR MAINTENANCE:**

Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance. Plants shall be fertilized with either a balanced liquid or bloom-inducing fertilizer to promote lushness and colorful displays.

The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings. It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds. Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly. An Integrated Pest Management (IPM) strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results shall be implemented. Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify CHA. Soil shall be cultivated periodically to promote adequate aeration and to

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counteract the effects of soil compaction. Soil surfaces shall be left smooth to maintain a neat appearance.

Color beds and containers shall not be void of plant material at any time. Should any plant material need to be replaced due to any type of damage, a proposal for replacement shall be submitted and approved by CHA prior to replacement installation.

11. OTHER SERVICES:

Spring and Fall clean-up shall consist of one site visit in April and one site visit in November. Spring Clean-Up shall entail the removal and disposal of all debris that has accumulated in the bed areas, but not be limited to, leaf removal from all beds, turning flower beds as appropriate, removing winter wrapping and removing any sand and gravel from beds and lawns.

Fall Clean-Up shall be performed as follows and should be included in the pricing. Fall clean up shall be in late fall after all leaves have fallen from the trees in the area. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annuals, cut back of perennial plantings, wrapping of trees to prevent sunscald, covering of beds as necessary to protect plants, etc. The Contractor shall establish and maintain an effective communication system with CHA.

Note: Additional Services and Reimbursable Expenses

No Reimbursable Expenses are permitted and will not be approved by the CHA. Respondent shall include all applicable fee expense in its response.

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12. INSTRUCTIONS FOR BIDDERS:

GENERAL REQUIREMENTS:

- a. The CHA is requesting bids from prospective Contractor(s) to conduct landscape maintenance services for the CHA in accordance with the following general requirements:
 - i. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by Contractor will include:
 - a) Successfully completed past contracts in accordance with the Contract Documents
 - b) Diligently pursued execution of the work and completed past contracts according to established schedules.
 - ii. Pesticide and herbicide applications shall be made by certified pesticide applicators. Fertilizer used shall be of minimal odor. The CHA reserves the right to request alternative products due to environmental or health related issues.

For bidding purposes, Respondent is responsible for field verifying Property Landscape: Refer to attached Region Property Sites Attachment K for property locations.

SUBMITTAL REQUIREMENTS:

- a. Respondent shall provide (3) three professional references within the past three (3) years for a minimum of (3) completed projects of similar nature and scope to the work being bid.
- b. Respondent shall provide proof of permanent place of business, with a minimum of five (5) years in business.
- c. Respondent shall provide a copy of the State of Illinois license to apply insecticides approved for use in the State of Illinois.
- d. Respondent shall provide proof that Respondent has the organizational capacity and, technical competence necessary to do the work properly and expeditiously, including a list of all necessary equipment.
- e. Respondent shall provide proof that it employs, a minimum of one (1) currently Certified Landscape Professional (CLP) as recognized by the Associated Landscape Contractors of America (ALCA).
- f. Respondent shall specify the types of products used to perform the services, and shall provide Material Data Safety Sheets (MSDS) for all fertilizers, herbicides and pesticides that will be used on each CHA property. Contractor will be required to indicate for each product whether it is premix or mixed on sight. Areas are to be soil tested to determine type, amount and frequency of application.
- g. Respondent/Financially Responsible Party (Refer to Financial Statement below) 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:

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FINANCIAL STATEMENT: Financial Information (If submitted manually, provide in a separate sealed envelope)

The Bidder/Financially Responsible Party shall demonstrate its financial capacity 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:

The Bidder must provide Financial Statements, which are compiled, reviewed and/or audited as defined below (which may be subject different levels depending upon the Respondent's proposal and the projected contract value of the award), and 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)

For bids or contract awards valued at less than \$2,500,000.00, Bidders must provide compiled financial statements. 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 bids or contract awards valued between \$2,500,000.00 and \$10,000,000.00, Bidders must provide reviewed financial statements. 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 bids or contract awards valued in excess of \$10,000,000.00, Bidders must provide audited financial statements. 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 bids 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.

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

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- 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 bid.

13. PRICING (Refer to Fee Form, Attachment A): Bidder may bid on one or all of the Regions however, Bidder must bid on all Properties within that Region.

14. WITHDRAWAL OF BIDS: No bid shall be withdrawn for a period of **one hundred twenty (120) calendar days** after the opening of bids without the consent of the CHA.

15. PREPARATION OF BIDS:

- a. For Manual Submissions, 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;
- b. The bid forms may require Bidders to submit the bid prices for one or more items on various bases, including lump sum bidding, deductive alternate prices, or any combination thereof.
- c. 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
- d. Alternate bids will not be considered unless this solicitation authorizes the submission.

16. 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.

17. BID SECURITY: [X] Not Required: Each individual bid must be accompanied by a bid bond in the amount of 0 of the total amount of bid submitted or a certified check in the same amount, payable to the "Chicago Housing Authority", hereinafter called the "CHA". 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.

18. PRE-AWARD MEETING: The CHA reserves the right to conduct a Pre-Award Meeting with the Bidders, to determine if the Bidder is a responsible party as described and required by Federal Law. This meeting may include a visit to the Bidder's facilities, and examination of the following: the Bidder's facilities; past performance on other CHA and State/local government agencies' contracts; capacity to perform the terms and conditions of the contract; on-hand equipment; current employee depth and capabilities; financial records and resources/capabilities; any other area or aspect of the Bidders' integrity, operations and/or capability that will assist the CHA in making a determination of responsibility.

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19. AWARD: Contract Award-Sealed Bidding:

- 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 lowest total price per region for the base period of two (2) years.
- 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 items and prices which are significantly overstated in relation to cost for other items, and 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 contractors ineligible to receive awards from the Authority or the United States, as furnished by HUD.

20. SINGLE OR MULTIPLE AWARDS: The CHA may elect to award a single contract or multiple contracts for the same work or services to two or more contractors/vendors under this solicitation.

21. COOPERATIVE PURCHASING: From time to time, the CHA, other "governmental units" (see 30 ILCS 525/1) (hereinafter, "Sister Agencies"), and CHA contracted Property Management Companies may enter into cooperative purchasing agreements for the procurement or use of common goods and services whereby one Sister Agency or Property Manager conducts a competitive procurement and another or several other Sister Agencies or Property Managers enter into separate and distinct contracts with the Selected Respondent. The Sister Agency(ies) or Property Manager(s) issue purchase orders/delivery orders, process invoices and make payments under separate contracts with the Selected Respondent, to the extent each Sister Agency or Property Manager is authorized to do so. Sister Agencies or Property Managers intending to utilize a competitively solicited CHA Contract must notify the CHA's Contracting Officer of the intended participation and identify the contract. The credit or liability of each Sister Agency or Property Manager shall remain separate and distinct. The following Sister Agencies are contemplated by this provision: The City of Chicago; The Chicago Park District; The Chicago Public Schools; The Chicago Board of Education; The City Colleges of Chicago; The Chicago Transit Authority; The Chicago Board of Elections; The Metropolitan Fair & Exposition Authority; McCormick Place; The Municipal Courts of Chicago; and The Public Building Commission.

22. PERFORMANCE AND PAYMENT BOND: [X] Not Required: Upon award of the contract, the Contractor must provide and pay for an acceptable Performance Bond in the amount of 0% of the contract price or **separate acceptable Performance and Payment Bonds each in the amount of 0% or more of the contract price.** The surety must be a guaranty or surety company which appears on the U. S. Treasury Circular No. 570 published annually in the Federal Register. Assistance in securing the Performance and Payment Bond is available through the Small Business Administration, which encourages Minority Business Enterprises. The CHA shall not be responsible for the cost of the Performance and Payment Bond.

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- 23. W-9 SUBMITTAL:** Upon award of the contract by the CHA, the Contractor shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the CHA.
- 24. TAX:** This bid shall not include charges for the Illinois Retailers' Occupational Tax (so called "Sales Tax") on direct sales to CHA or on any material incorporated into or becoming part of the work; federal excise taxes. The CHA will provide all contract awardees with a Tax Exemption Certificate.
- 25. MINIMUM WAGE REQUIREMENT:** Any award under this solicitation shall be subject 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 any 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.
- 26. 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.
- 27. CONTRACT DOCUMENTS:** The Contract Documents, which forms the Contract between parties (the "Contract"), include the terms and conditions contained within each task order; all written modifications, amendments and change orders to this Contract; all Specification Bid Form pages and Attachment A) when accepted by the CHA: "Special Conditions"; "HUD General Conditions for Construction (Form 5370)" or "HUD General Contract Conditions for Non-Construction (Form 5370-C)" (as applicable); the "Work Schedule" as defined in paragraph 6 of HUD General Conditions for Construction and as amended from time to time pursuant to paragraph 6 (if applicable); the "Instructions to Bidders (form HUD-5369)" or "Instructions to Offerors Non-Construction (form HUD-5369-B)" (as applicable); 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 (if applicable); "Technical Specifications"; drawings, if any; Contractor's Affidavit or any other affidavits, certifications or representations Contractor is required to execute under the Contract with the CHA; MBE/WBE/DBE and Section 3 Utilization Plans, 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 CHA or Bidder are a part of the contract unless expressly stated therein.
- 28. 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 required compliance data to the CHA via its electronic system available at <https://cha.diversitycompliance.com/>. The Contractor acknowledges that it and its subcontractors are responsible for responding by any noted

CHICAGO HOUSING AUTHORITY

response dates or due dates to any instructions or requests for information, and check 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.

29. INSURANCE:

A. The Contractor shall furnish the Chicago Housing Authority (CHA) with satisfactory evidence (subject to approval from the CHA) that it has the following insurance coverage:

- (a) 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.
- (b) Commercial Liability Insurance Written on an Occurrence Form (Primary) and Umbrella Liability (Excess). Commercial Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an Aggregate of not less than Two Million Dollars (\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal and Advertising Injury, and will also cover injury to Respondent's officers, employees, agents, subcontractors, invitees and guests and their personal property.
- (c) Automobile Liability Insurance. When any motor vehicles (owned, non-owned and hired) are used in connection with the services to be performed, the Respondent shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence CSL, for Bodily Injury and Property Damage.
- (d) Excess Liability if applicable is to follow form of the Primary Insurance requirements outlined above.

The CHA is to be endorsed as an additional insured on the Respondent's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

B. Related Requirements:

The Contractor shall furnish the CHA, Department of Procurement and Contracts, 60 E. Van Buren, 13th Floor., Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of the Contract via an email to the CHA Procurement Specialist, preferably in a Readable PDF format. In addition, copies of the endorsement(s) adding the CHA to Contractor's policy as an additional insured are required. The required documentation must be received prior to the Contractor commencing work under this Agreement. Renewal Certificate of Insurance, or such similar evidence, is to be emailed to certs@thecha.org prior to expiration or renewal date occurring during the term of this Agreement or extensions thereof. The Contract number and/or Project Name must be indicated on the Certificate of Insurance. At the CHA's option, non-compliance will result in (1) all payments due the Contractor being withheld until the Contractor has complied with the Agreement; or (2) the Contractor will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) the Contractor will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute

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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 CONTRACTOR 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 Contractor shall maintain coverage for the duration of the Agreement. Any extended reporting period premium (tail coverage) shall be paid by the Contractor. The Contractor shall provide to the CHA, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Contractor 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 Contractor shall require all subcontractors to carry the insurance required herein or the Contractor 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 Contractor 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 Contractor under the Agreement.

CHICAGO HOUSING AUTHORITY

ACKNOWLEDGMENT OF BID DOCUMENTS AND INSTRUCTIONS: The Bidder acknowledges, by signing page BF/13, 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, as indicated below:

Execute and submit with Bid	Notarize	Document
✓		Invitation for Bid and all BF Pages
✓		HUD: General Conditions for Non-Construction Contracts (HUD 5370-C)*
✓		Instructions to Bidders for Contracts (HUD 5369)*
✓		Insurance Certificate Requirements
✓		Certifications and Representations of Offerors Non-Construction Contract (HUD 5369-A)*
✓	✓	Contractor's Affidavit (CHA Ethics Policy included)*
✓	✓	Schedule A - MBE/WBE Utilization Plan*
✓	✓	Schedule B - Section 3 Utilization Plan*
✓	✓	Schedule C - MBE/WBE - Letter of Intent*
✓		Statement of Bidder's Qualifications*
✓		Subcontractor Information Submittal*
✓		Contractor's Financial/Income Tax Statement
✓		Equal Employment Opportunity Compliance Certificate

* These documents are made available through the CHA's website, www.thecha.org

Anthony M. Clinton
(Signature)
Anthony McClinton
(Print Name)

ATM General Contractor Inc
(Organization Name)
Vice President 5-10-2016
(Title) (Date)

CHICAGO HOUSING AUTHORITY

BID EXECUTION AND ACCEPTANCE FORM

ALL BIDDERS MUST COMPLETE THE TOP SECTION OF THIS PAGE

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.

(Affix Corp. Seal)

If a Corporate Seal is not affixed, this document must be notarized. If neither is done, this entire bid will be considered non-responsive and rejected.

Subscribed and sworn to before me

this _____ day

of _____, 20 _____

My Commission Expires: _____

(Notary Public SEAL)

A+M General Contractor Inc
(Contractor's Name)
By: Anthony McClellan
(Signature)
Anthony McClellan
(Printed or Typed Name)

Title: Vice President
(If a Corporation, President, Vice President, Partnership, Partner or other Officer should sign, evidence of authority must be submitted.)

Address: 8127 So. Sangamon

City, State, Zip: Chicago, Illinois, 60620

Telephone No.: (312) 609-9891

Taxpayer ID. No.: _____

Date Signed By Contractor: _____

Award

104303

(Vendor Code)

865 (2016) 11789
(Contract No.)

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

one million seven hundred eighty six thousand nine hundred sixty

(\$ 1,786,960) 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 two (2) years

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

CHICAGO HOUSING AUTHORITY

By: Dionna Brookens
Dionna Brookens

Title: Contracting Officer
Chicago Housing Authority
60 East Van Buren Street
Chicago, Illinois 60605-1207

Date Signed: 7/15/16

CHICAGO HOUSING AUTHORITY

ATTACHMENT A

Fee Form Pages

CHICAGO HOUSING AUTHORITY

NOTE: 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.

Instructions for Completing the Fee Form(s):

Bidder is responsible for entering information into the open cells in the Fee Form Pages. Bidder **must complete all open cells in the following fields:**

- Bidder's Per Unit Price
- Total Bid Price (Equals Bidder's Per Unit Price x Estimated Quantities)
- Aggregate Total (Equals Sum of Total Bid Prices)

Note: All applicable fees and expenses are to be included in the bidder's total bid price. Bidder must bid on one or more complete Regions. No reimbursable expenses including equipment rental fees and materials will be permitted or approved for payment by CHA.

Signature

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

CHICAGO HOUSING AUTHORITY

EXPLANATION OF COLUMNS:

- **Column A (Bidder Region Selection):** The Bidder Region Selection is a unique identifier for each Region Package. Bidder must check (✓) which Region Package Bidder is bidding. Bidder may bid on one or more of the Region Packages, Bidder must bid on all Properties within that Region Package.
- **Column B (Product/Service Description):** The Product/Service Description column lists the required specifications for the biddable item or service.
- **Column C (Unit of Measure):** The Unit of Measure lists the required number of the product/service.
 - In the first example, where the Unit of Measure is "EACH," this indicates that items are priced per item (not packaged in a case). The total of number of estimated quantities is 5000 items.

Estimated Quantities	Unit of Measure
5000	EACH

- **Column D (Bidder's Per Region Package Price):** Bidder shall list the Bidder's Per Region Package Price for the Term of the Contract. Bidder's Per Region Package Price shall be F.O.B. destination and shall include all shipping and insurance charges.
- **Column E (Total Bid Price):** The Total Bid Price equals the Bidder's Per Region Package Price multiplied by the Estimated Quantities.
- **Bid Total:** The Category Total equals the sum of the Total Bid Price.

NOTE:

1. Bidder shall ADD the Total Bid Prices for Base Year Period and enter that price on BF/Page 1.
2. Bidder shall enter Total Bid Price Option Year 1 and enter that price on BF/Page 1.
3. Bidder shall enter Total Bid Price for Option Year 2 and enter that price on BF/Page 1.

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	B	C	D	E	F
Bidder must check (✓) below which Region Package(s) Bidder is Bidding	Product Description Base 2 Years	Unit of Measure	Bidder's Per Site Price	Estimated Quantities (Sites)	Total Bid Price (Bidder's Per Site Price x Estimated Quantities)
✓	Region 2 Package 1 - (Base 2 Year Period)	Each	\$ 1,460.00	266	\$ 521,360.00
✓	Region 2 Package 2 - (Base 2 Year Period)	Each	\$ 1,460.00	134	\$ 268,640.00
✓	Region 3 Package 1 - (Base 2 Year Period)	Each	\$ 50,400.00	13	\$ 655,200.00
✓	Region 3 Package 2 - (Base 2 Year Period)	Each	\$ 3,360.00	136	\$ 456,960.00
✓	Region 5 Package 1 - (Base 2 Year Period)	Each	\$ 182,000.00	3	\$ 547,000.00
Note: Insert Bid Total for Two Year Base Period on BF/ Page 1					BID TOTAL
					\$ 3,443,160.00

\$546,000 p.s.
\$2,442,160.00 p.s.

Anthony McClinton
Authorized Signature

ATM General Contractor Inc.
Name of Company

Anthony McClinton Vice President
Printed Name and Title

Date

5-10-2016

amgeneralcontracting@yahoo.com
E-mail

(312) 609-9891
Phone Number

CHICAGO HOUSING AUTHORITY

FEE FORM

(COMPLETE THIS FORM FOR MANUAL SUBMISSIONS ONLY)

A	B	C	D	E	F
Bidder must check (✓) below which Region Package(s) Bidder is Bidding	Product Description First One-Year Option Period	Unit of Measure	Bidder's Per Site Price	Estimated Quantities (Sites)	Total Bid Price (Bidder's Per Site Price x Estimated Quantities)
✓	Region 2 Package 1 - (First One-Year Option Period)	Each	\$ 980.00	266	\$ 260,680.00
✓	Region 2 Package 2 - (First One-Year Option Period)	Each	\$ 980.00	134	\$ 131,320.00
✓	Region 3 Package 1 - (First One-Year Option Period)	Each	\$ 25,200.00	13	\$ 327,600.00
✓	Region 3 Package 2 - (First One-Year Option Period)	Each	\$ 1,680.00	136	\$ 228,480.00
✓	Region 5 Package 1 - (First One-Year Option Period)	Each	\$ 91,000.00	3	\$ 273,000.00
	Note: Insert Bid Total for First One-Year Option Period on BFP Page 1			BID TOTAL	\$ 1,574,580.00

Authorized Signature
Anthony McClinton

Printed Name and Title
Anthony McClinton Vice President

E-mail
amcclintoncontracting@yahoo.com

Name of Company
ATM General Contractors Inc.

Date
5-10-2016

Phone Number
312 609-9891

CHICAGO HOUSING AUTHORITY

FEE FORM

(COMPLETE THIS FORM FOR MANUAL SUBMISSIONS ONLY)

A	B	C	D	E	F
Bidder must check (✓) below which Region Package(s) Bidder is Bidding	Product Description Second One-Year Option Period	Unit of Measure	Bidder's Per Site Price	Estimated Quantities (Sites)	Total Bid Price (Bidder's Per Site Price x Estimated Quantities)
✓	Region 2 Package 1 - (Second One-Year Option Period)	Each	\$ 980.00	266	\$ 260,680.00
✓	Region 2 Package 2 - (Second One-Year Option Period)	Each	\$ 980.00	134	\$ 131,320.00
✓	Region 3 Package 1 - (Second One-Year Option Period)	Each	\$ 25,200.00	13	\$ 327,600.00
✓	Region 3 Package 2 - (Second One-Year Option Period)	Each	\$ 1,680.00	136	\$ 228,480.00
✓	Region 5 Package 1 - (Second One-Year Option Period)	Each	\$ 41,000.00	3	\$ 1,231,080.00
Note: Insert Bid Total for Second One-Year Option Period on BF/ Page 1					BID TOTAL
					\$ 1,574,580.00

Anthony McLinton
Authorized Signature

ATM General Contractor Inc.
Name of Company

Anthony McLinton Vice President
Printed Name and Title

5-10-2016
Date

a.maclinton@atmgc.com
E-mail

(312) 609-9891
Phone Number

ATTACHMENT K
Region Property Sites

Region 2 - Package 1

Region	Property Name	Property Address
2	031-SS Region 2	5400 W GRACE
2	031-SS Region 2	5219 - 5225 W GALEWOOD AV
2	031-SS Region 2	5227 - 5243 W GALEWOOD AV
2	031-SS Region 2	5338 - 5360 W HANSON AV
2	031-SS Region 2	5254 - 5310 W HANSON AV
2	031-SS Region 2	2856 N OAK PARK AVE
2	031-SS Region 2	6373 W HAFT ST
2	031-SS Region 2	7325 W BALMORAL AV
2	031-SS Region 2	4823 N NORMANDY AV
2	031-SS Region 2	6000 N MONTICELLO AV
2	031-SS Region 2	4918 N RIDGEWAY AV
2	031-SS Region 2	4844 - 4854 N KIMBALL AV
2	031-SS Region 2	2820 N ALLEN AV
2	031-SS Region 2	3034 N SAWYER AV
2	031-SS Region 2	4848 W WARWICK AV
2	031-SS Region 2	5950 W ADDISON ST
2	031-SS Region 2	2507 N AVERS AV
2	031-SS Region 2	2888 N WOODARD ST
2	031-SS Region 2	3344 W BEACH AV
2	031-SS Region 2	3259 W EVERGREEN AV
2	031-SS Region 2	3300 W EVERGREEN AV
2	031-SS Region 2	4831 W EDDY ST
2	031-SS Region 2	4828 W PATTERSON AV
2	031-SS Region 2	826 N MOZART ST
2	031-SS Region 2	5948 W GUNNISON ST
2	031-SS Region 2	8718 W SUMMERDALE AV
2	031-SS Region 2	738 N THROOP ST
2	031-SS Region 2	5427 N NORTHWEST HWY
2	031-SS Region 2	6635 N OLMSTED AV
2	031-SS Region 2	7125 W FOSTER AV
2	031-SS Region 2	2745 W AUGUSTA BL
2	031-SS Region 2	5616 N CENTRAL AV
2	031-SS Region 2	2723 W AUGUSTA BL
2	031-SS Region 2	4047 N LAVERGNE AV
2	031-SS Region 2	130A-132C S LEAVITT ST
2	031-SS Region 2	2317 N MANGO AV
2	031-SS Region 2	2134 N MENARD AV
2	031-SS Region 2	223-225 S OAKLEY AV
2	031-SS Region 2	828 N MOZART ST
2	031-SS Region 2	3647 W 5TH AV
2	031-SS Region 2	1214 N ARTESIAN AV
2	031-SS Region 2	1254 N ARTESIAN AV
2	031-SS Region 2	2734 W AUGUSTA BL
2	031-SS Region 2	2849-2855 W AUGUSTA BL
2	031-SS Region 2	4854-4856 N AVERS AV
2	031-SS Region 2	5106 N AVERS AV
2	031-SS Region 2	3554-3556 W BARRY AV
2	031-SS Region 2	3448-3454 W BELLE PLAINE AV
2	031-SS Region 2	4959 W BELLE PLAINE AV
2	031-SS Region 2	825 N CALIFORNIA AV
2	031-SS Region 2	1224 N CAMPBELL AV
2	031-SS Region 2	1252 N CAMPBELL AV
2	031-SS Region 2	1323 N CAMPBELL AV
2	031-SS Region 2	8556 W CATALPA AV
2	031-SS Region 2	3303 N CENTRAL PARK AV
2	031-SS Region 2	3754-56 N CENTRAL PARK AV
2	031-SS Region 2	4534 N CENTRAL PARK AV
2	031-SS Region 2	4842-44 W CONCORD PL
2	031-SS Region 2	3640 W CONGRESS PKWY
2	031-SS Region 2	3650 W CONGRESS PKWY

ATTACHMENT K
Region Property Sites

Region 2 - Package 1

Region	Property Name	Property Address
2	031-SS Region 2	5148-5148 W CORNELIA AV
2	031-SS Region 2	4735 W DICKENS AV
2	031-SS Region 2	1009 N DRAKE AV
2	031-SS Region 2	3754-3758 W EASTWOOD AV
2	031-SS Region 2	2826 W EVERGREEN AV
2	031-SS Region 2	2650 W EVERGREEN AV
2	031-SS Region 2	831 N FRANCISCO AV
2	031-SS Region 2	870-78 N FRANCISCO AV
2	031-SS Region 2	5048 W GLADYS AV
2	031-SS Region 2	16 S HAMLIN AV
2	031-SS Region 2	1526 N HARDING AV
2	031-SS Region 2	2715 W HIRSCH ST
2	031-SS Region 2	2254A-2258 W JACKSON BL
2	031-SS Region 2	2800-02 N KENOSHA AV
2	031-SS Region 2	4821-4823 N KEYSTONE AV
2	031-SS Region 2	4228 N KIMBALL AV
2	031-SS Region 2	5650 N KIMBALL AV
2	031-SS Region 2	1751-53 N LECLAIRE AV
2	031-SS Region 2	219-221 N LONG AV
2	031-SS Region 2	1847 N LOWELL AV
2	031-SS Region 2	1215 N MAPLEWOOD AV
2	031-SS Region 2	1248 N MAPLEWOOD AV
2	031-SS Region 2	223-225 N MAYFIELD AV
2	031-SS Region 2	5030 W MONTANA ST
2	031-SS Region 2	4614 N MONTICELLO AV
2	031-SS Region 2	870 N MOZART ST
2	031-SS Region 2	900-804 N MOZART ST
2	031-SS Region 2	120 N MOZART ST
2	031-SS Region 2	2525 N NEVA AV
2	031-SS Region 2	5200-04 W OAKDALE AV
2	031-SS Region 2	3561 W PALMER ST
2	031-SS Region 2	3567 W PALMER ST
2	031-SS Region 2	3581 W PALMER ST
2	031-SS Region 2	3587 W PALMER ST
2	031-SS Region 2	3609 W PALMER ST
2	031-SS Region 2	4821 W PALMER ST
2	031-SS Region 2	132 N PINE AV
2	031-SS Region 2	2817 W POTOMAC AV
2	031-SS Region 2	2020 N PULASKI RD
2	031-SS Region 2	878-880 N RICHMOND ST
2	031-SS Region 2	1344 N RIDGEWAY AV
2	031-SS Region 2	1327 N ROCKWELL ST
2	031-SS Region 2	1329 N ROCKWELL ST
2	031-SS Region 2	1840 N SAWYER AV
2	031-SS Region 2	3301 W SCHUBERT AV
2	031-SS Region 2	3633-35 W SHAKESPEARE AV
2	031-SS Region 2	2648-52 N SPAULDING AV
2	031-SS Region 2	625 N SPRINGFIELD AV
2	031-SS Region 2	4247 N ST LOUIS AV
2	031-SS Region 2	849 N ST LOUIS AV
2	031-SS Region 2	4232 W VAN BUREN ST
2	031-SS Region 2	2838-2842 W WALTON ST
2	031-SS Region 2	2805 W WALTON ST
2	031-SS Region 2	2833-37 W WALTON ST
2	031-SS Region 2	2851-61 W WALTON ST
2	031-SS Region 2	2930 W WASHINGTON BL
2	031-SS Region 2	3717 W WILSON AV
2	031-SS Region 2	1618 N ALBANY AV
2	031-SS Region 2	2918 N ALLEN AV
2	031-SS Region 2	1308 N ARTESIAN AV

ATTACHMENT K
Region Property Sites

Region 2 - Package 1

Region	Property Name	Property Address
2	031-SS Region 2	1228 N ARTESIAN AV
2	031-SS Region 2	2442 W AUGUSTA BL
2	031-SS Region 2	2721 W AUGUSTA BL
2	031-SS Region 2	2741 W AUGUSTA BL
2	031-SS Region 2	2753 W AUGUSTA BL
2	031-SS Region 2	2159 N AUSTIN AV
2	031-SS Region 2	7200-7210 W BALMORAL AV
2	031-SS Region 2	3232 W BEACH AV
2	031-SS Region 2	3234 W BEACH AV
2	031-SS Region 2	3253 W BEACH AV
2	031-SS Region 2	3324 W BEACH AV
2	031-SS Region 2	3261 W BEACH AV
2	031-SS Region 2	7873 W CAMILL TER
2	031-SS Region 2	1300 N CAMPBELL AV
2	031-SS Region 2	1302 N CAMPBELL AV
2	031-SS Region 2	1309 N CAMPBELL AV
2	031-SS Region 2	1215 N CAMPBELL AV
2	031-SS Region 2	1217 N CAMPBELL AV
2	031-SS Region 2	2633 W CORTEZ ST
2	031-SS Region 2	2735 W CORTEZ ST
2	031-SS Region 2	2739 W CRYSTAL ST
2	031-SS Region 2	2741 W CRYSTAL ST
2	031-SS Region 2	3231 W CRYSTAL ST
2	031-SS Region 2	3237 W CRYSTAL ST
2	031-SS Region 2	3241 W CRYSTAL ST
2	031-SS Region 2	3248 W CRYSTAL ST
2	031-SS Region 2	3308 W CRYSTAL ST
2	031-SS Region 2	3310 W CRYSTAL ST
2	031-SS Region 2	3311 W CRYSTAL ST
2	031-SS Region 2	3317 W CRYSTAL ST
2	031-SS Region 2	3328 W CRYSTAL ST
2	031-SS Region 2	3354 W CRYSTAL ST
2	031-SS Region 2	3227 W CRYSTAL ST
2	031-SS Region 2	3516 W DICKENS AV
2	031-SS Region 2	3312 W DIVISION ST
2	031-SS Region 2	3314 W DIVISION ST
2	031-SS Region 2	3318 W DIVISION ST
2	031-SS Region 2	3336 W DIVISION ST
2	031-SS Region 2	3338 W DIVISION ST
2	031-SS Region 2	1629 N DRAKE AV
2	031-SS Region 2	1745 N DRAKE AV
2	031-SS Region 2	718 N ELIZABETH ST
2	031-SS Region 2	6057 W FULLERTON AV
2	031-SS Region 2	1634 N HAMLIN AV
2	031-SS Region 2	4839 N HAMLIN AV
2	031-SS Region 2	7754 W HIGGINS AV
2	031-SS Region 2	2633 W HIRSCH ST
2	031-SS Region 2	2657 W HIRSCH ST
2	031-SS Region 2	2717 W HIRSCH ST
2	031-SS Region 2	3256 W HIRSCH ST
2	031-SS Region 2	1632 N HUMBOLDT BL
2	031-SS Region 2	1412 W HURON ST
2	031-SS Region 2	1822 N KARLOV AV
2	031-SS Region 2	1828 N KARLOV AV
2	031-SS Region 2	1737 N KEDVALE AV
2	031-SS Region 2	4322 N KEDVALE AV
2	031-SS Region 2	1730 N KEDZIE AV
2	031-SS Region 2	1734 N KEDZIE AV
2	031-SS Region 2	1248 N KEDZIE AV
2	031-SS Region 2	1300 N KEDZIE AV

ATTACHMENT K
Region Property Sites

Region 2 - Package 1

Region	Property Name	Property Address
2	031-SS Region 2	1733 N KEDZIE AV
2	031-SS Region 2	2036 N KEDZIE AV
2	031-SS Region 2	1636 N KEELER AV
2	031-SS Region 2	2022 N KEELER AV
2	031-SS Region 2	1645 N KEYSTONE AV
2	031-SS Region 2	1849 N KEYSTONE AV
2	031-SS Region 2	1919 N KEYSTONE AV
2	031-SS Region 2	2310 N KIMBALL AV
2	031-SS Region 2	2419 N LAWNDALE AV
2	031-SS Region 2	3349 W LE MOYNE ST
2	031-SS Region 2	1258 N MAPLEWOOD AV
2	031-SS Region 2	1315 N MAPLEWOOD AV
2	031-SS Region 2	2454 N MARMORA AV
2	031-SS Region 2	25 N MAYFIELD AV
2	031-SS Region 2	3563 W MEDILL AV
2	031-SS Region 2	6812-6818 W MEDILL AV
2	031-SS Region 2	2328 N MERRIMAC AV
2	031-SS Region 2	5230 W MONTROSE AV
2	031-SS Region 2	2128 N MOODY AV
2	031-SS Region 2	3344 N NARRAGANSETT AV
2	031-SS Region 2	741 N NOBLE ST
2	031-SS Region 2	4511 W PARKER AV
2	031-SS Region 2	4513 W PARKER AV
2	031-SS Region 2	3312 W POTOMAC AV
2	031-SS Region 2	3329 W POTOMAC AV
2	031-SS Region 2	2718 W POTOMAC AV
2	031-SS Region 2	3331 W POTOMAC AV
2	031-SS Region 2	3315 W POTOMAC AV
2	031-SS Region 2	931 N RICHMOND ST
2	031-SS Region 2	1323 N RIDGEWAY AV
2	031-SS Region 2	1229 N ROCKWELL ST
2	031-SS Region 2	3607 W ROSCOE ST
2	031-SS Region 2	1830 N SAWYER AV
2	031-SS Region 2	1648 N SAWYER AV
2	031-SS Region 2	1636 N SAWYER AV
2	031-SS Region 2	1819 N SAWYER AV
2	031-SS Region 2	2842 N SAWYER AV
2	031-SS Region 2	1727-29 N SAWYER AV
2	031-SS Region 2	2350 N SAYRE AV
2	031-SS Region 2	2057 N SPAULDING AV
2	031-SS Region 2	2119 N SPAULDING AV
2	031-SS Region 2	1219 N SPRINGFIELD AV
2	031-SS Region 2	1620 N ST LOUIS AV
2	031-SS Region 2	3500 W WABANSIA AV
2	031-SS Region 2	3544 W WABANSIA AV
2	031-SS Region 2	815 N WASHTENAW AV
2	031-SS Region 2	1616 N WHIPPLE ST
2	031-SS Region 2	1645 N WHIPPLE ST
2	031-SS Region 2	1667 N WHIPPLE ST
2	031-SS Region 2	2500 N SPAULDING AV
2	031-SS Region 2	2737 N MERRIMAC AV
2	031-SS Region 2	2630 N AUSTIN AV
2	031-SS Region 2	2637 N AUSTIN AV
2	031-SS Region 2	2447 N MONITOR AV
2	031-SS Region 2	2131 N MASON AV
2	031-SS Region 2	2608 W EVERGREEN AV
2	031-SS Region 2	2656 W EVERGREEN AV
2	031-SS Region 2	2711 N MOODY AV
2	031-SS Region 2	2722 W EVERGREEN AV
2	031-SS Region 2	3236-38 W WRIGHTWOOD AV

ATTACHMENT K
Region Property Sites

Region 2 - Package 1

Region	Property Name	Property Address
2	031-SS Region 2	3331 W EVERGREEN AV
2	031-SS Region 2	3332 W EVERGREEN AV
2	031-SS Region 2	3333 W EVERGREEN AV
2	031-SS Region 2	3342 W EVERGREEN AV
2	031-SS Region 2	3348 W EVERGREEN AV
2	031-SS Region 2	3348 W EVERGREEN AV
2	031-SS Region 2	3356 W EVERGREEN AV
2	031-SS Region 2	3908-10 W WELLINGTON AV
2	031-SS Region 2	3526 N LOWELL AV
2	031-SS Region 2	2701 N MONTICELLO AV
2	031-SS Region 2	2614 N RIDGEWAY AV
2	031-SS Region 2	2315 N MEADE AV
2	031-SS Region 2	5321 W FOSTER AV
2	031-SS Region 2	2958 W WALNUT ST
2	031-SS Region 2	2135 W WARREN BL
2	031-SS Region 2	730 N WILLARD CT
2	031-SS Region 2	2847 N GRESHAM AV
2	031-SS Region 2	2648 N DRAKE AV
2	031-SS Region 2	3022 N KENNETH AV
2	031-SS Region 2	2841 N NATCHEZ AV
2	067-Patrick Sullivan	1633 W. MADISON
2	042-Alfred Barnett Duster	150 N. CAMPBELL
2	050-Elizabeth Davis	440 N. DRAKE
2	044-Fleming	1507 & 1531 N. CLYBOURN
2	062-Irene McCoy Gaines	3700 W. CONGRESS
2	084-Lorraine Hansberry	5670 W. LAKE
		266 Total Sites

* All applicable fees and expenses are to be included in the Bidder's total bid price. No reimbursable expenses including equipment rental fees and materials will be permitted or approved for payment by CHA.

ATTACHMENT K
Region Property Sites

Region 2 - Package 2

Region	Property Name	Property Address
2	049-Zelda Ormes	116 W ELM ST
2	091-Cabrini Rowhouse	904 N. CAMBRIDGE
2	093-Homer - Westhaven	1815 W MONROE ST
2	093-Homer - Westhaven	2312 W MONROE ST
2	093-Homer - Westhaven	2257 W WARREN BL
2	093-Homer - Westhaven	2259 W WARREN BL
2	093-Homer - Westhaven	2305 W WARREN BL
2	093-Homer - Westhaven	2307 W WARREN BL
2	093-Homer - Westhaven	121 S LEAVITT ST
2	093-Homer - Westhaven	2153 W ADAMS ST
2	093-Homer - Westhaven	2242 W MONROE ST
2	093-Homer - Westhaven	2244 W MONROE ST
2	093-Homer - Westhaven	2313 W WARREN BL
2	093-Homer - Westhaven	2253 W WARREN BL
2	093-Homer - Westhaven	2311 W WARREN BL
2	093-Homer - Westhaven	2109 W WARREN BL
2	093-Homer - Westhaven	2256 W WARREN BL
2	093-Homer - Westhaven	2101 W WARREN AV
2	093-Homer - Westhaven	2338 W WARREN BL
2	093-Homer - Westhaven	3005-3007 W WASHINGTON BL
2	093-Homer - Westhaven	3009-13 W WASHINGTON BL
2	093-Homer - Westhaven	2243 W WASHINGTON BL
2	093-Homer - Westhaven	3037-3039 W WASHINGTON BL
2	093-Homer - Westhaven	1810 W ADAMS ST
2	093-Homer - Westhaven	2127 W WARREN BL
2	093-Homer - Westhaven	2105 W WARREN BL
2	093-Homer - Westhaven	2859 W WARREN BL
2	093-Homer - Westhaven	3126 W WARREN BL
2	093-Homer - Westhaven	2203 W WASHINGTON BL
2	093-Homer - Westhaven	2201 W WASHINGTON BL
2	093-Homer - Westhaven	2847 W WARREN BL
2	093-Homer - Westhaven	2809 W WARREN BL
2	093-Homer - Westhaven	3122 W WARREN BL
2	093-Homer - Westhaven	2817 W WARREN BL
2	093-Homer - Westhaven	2671 W WARREN BL
2	093-Homer - Westhaven	2673 W WARREN BL
2	093-Homer - Westhaven	312 S WHIPPLE ST
2	093-Homer - Westhaven	3021 W WASHINGTON BL
2	093-Homer - Westhaven	3056 W WARREN BL
2	093-Homer - Westhaven	2802 W WARREN BL
2	093-Homer - Westhaven	2200 W WARREN BL
2	093-Homer - Westhaven	190 S ALBANY AV
2	093-Homer - Westhaven	314 S WHIPPLE ST
2	093-Homer - Westhaven	2728 W ADAMS ST
2	093-Homer - Westhaven	3140 W WARREN BL
2	093-Homer - Westhaven	2851 W MONROE ST
2	093-Homer - Westhaven	2826-28 W ADAMS ST
2	093-Homer - Westhaven	204 S ALBANY AV
2	093-Homer - Westhaven	2859 W WASHINGTON BL
2	093-Homer - Westhaven	3040 W JACKSON BL
2	093-Homer - Westhaven	2951 W WILCOX ST
2	093-Homer - Westhaven	2924 W WILCOX ST
2	093-Homer - Westhaven	2923 W WILCOX ST
2	093-Homer - Westhaven	3052 W JACKSON BL
2	093-Homer - Westhaven	2850 W WILCOX ST
2	093-Homer - Westhaven	2822 W ADAMS ST
2	093-Homer - Westhaven	325 S FRANCISCO AV
2	093-Homer - Westhaven	327 S FRANCISCO AV
2	093-Homer - Westhaven	2738 W WILCOX ST
2	093-Homer - Westhaven	3020-3022 W JACKSON BL

ATTACHMENT K
Region Property Sites

Region 2 - Package 2

Region	Property Name	Property Address
2	093-Homer - Westhaven	2311-2313 W ADAMS ST
2	093-Homer - Westhaven	2113-2115 W WARREN BL
2	093-Homer - Westhaven	205 S ALBANY AV
2	093-Homer - Westhaven	117 S OAKLEY AV
2	093-Homer - Westhaven	2121-23 W WASHINGTON BL
2	093-Homer - Westhaven	2319 W WASHINGTON BL
2	093-Homer - Westhaven	203 S ALBANY AV
2	093-Homer - Westhaven	1820 W ADAMS ST
2	093-Homer - Westhaven	2712 W MONROE ST
2	093-Homer - Westhaven	314 S RICHMOND ST
2	093-Homer - Westhaven	128 S SACRAMENTO AV
2	093-Homer - Westhaven	19 S HOYNE AV
2	093-Homer - Westhaven	25 S HOYNE AV
2	093-Homer - Westhaven	2208 W JACKSON BL
2	093-Homer - Westhaven	2210 W JACKSON BL
2	093-Homer - Westhaven	2337 W MONROE ST
2	093-Homer - Westhaven	45 N OAKLEY AV
2	093-Homer - Westhaven	2315 W WASHINGTON BL
2	093-Homer - Westhaven	2341 W WASHINGTON BL
2	093-Homer - Westhaven	2343 W WASHINGTON BL
2	093-Homer - Westhaven	2108 W WASHINGTON BL
2	093-Homer - Westhaven	2112 W WASHINGTON BL
2	093-Homer - Westhaven	2116 W WASHINGTON BL
2	093-Homer - Westhaven	2224 W WASHINGTON BL
2	093-Homer - Westhaven	2255 W WASHINGTON BL
2	093-Homer - Westhaven	2259 W WASHINGTON BL
2	093-Homer - Westhaven	2307 W WASHINGTON BL
2	093-Homer - Westhaven	2311 W WASHINGTON BL
2	093-Homer - Westhaven	2701 W WASHINGTON BL
2	093-Homer - Westhaven	2316 W JACKSON BL
2	093-Homer - Westhaven	2318 W JACKSON BL
2	093-Homer - Westhaven	2115 W ADAMS ST
2	093-Homer - Westhaven	2237 W WARREN BL
2	093-Homer - Westhaven	2248 W WARREN BL
2	093-Homer - Westhaven	2325 W WASHINGTON BL
2	093-Homer - Westhaven	2325 W WARREN BL
2	093-Homer - Westhaven	2328 W WARREN BL
2	093-Homer - Westhaven	2335 W WASHINGTON BL
2	093-Homer - Westhaven	2338 W JACKSON BL
2	093-Homer - Westhaven	2227 W MONROE ST
2	093-Homer - Westhaven	2222 W MONROE ST
2	093-Homer - Westhaven	2254 W MONROE ST
2	093-Homer - Westhaven	2252 W MONROE ST
2	093-Homer - Westhaven	2321 W MONROE ST
2	093-Homer - Westhaven	2311 W MONROE ST
2	093-Homer - Westhaven	2303 W WARREN BL
2	093-Homer - Westhaven	2301 W WARREN BL
2	093-Homer - Westhaven	2305 W MONROE ST
2	156-Henry Homer Super Block	2137-2151 W RANDOLPH ST
2	156-Henry Homer Super Block	2150-2158 W RANDOLPH ST
2	156-Henry Homer Super Block	2134-2144 W RANDOLPH ST
2	156-Henry Homer Super Block	2118-2124 W RANDOLPH ST
2	156-Henry Homer Super Block	2107-2121 W RANDOLPH ST
2	156-Henry Homer Super Block	108 N HOYNE AV
2	156-Henry Homer Super Block	128A-135C N LEAVITT ST
2	156-Henry Homer Super Block	2010-2068 W RANDOLPH ST
2	156-Henry Homer Super Block	128-136B N HOYNE AV
2	156-Henry Homer Super Block	2140-2150B W MAYPOLE AV
2	156-Henry Homer Super Block	2013-2021 W RANDOLPH ST
2	156-Henry Homer Super Block	2014-2042 W MAYPOLE AV

ATTACHMENT K
Region Property Sites

Region 2 - Package 2

Region	Property Name	Property Address
2	156-Henry Homer Super Block	129A-139C N HOYNE AV
2	156-Henry Homer Super Block	2029-2063 W RANDOLPH ST
2	156-Henry Homer Super Block	2112A-2120 W MAYPOLE AV
2	156-Henry Homer Super Block	2110 W RANDOLPH ST
2	156-Henry Homer Super Block	114A-122B N HOYNE AV
2	156-Henry Homer Super Block	115A-123B N LEAVITT ST
2	156-Henry Homer Super Block	2100-2106 W RANDOLPH ST
2	156-Henry Homer Super Block	2101-2103 W RANDOLPH ST
2	156-Henry Homer Super Block	2153-2159 W RANDOLPH ST
2	156-Henry Homer Super Block	2113A-2123B W MAYPOLE AV
2	156-Henry Homer Super Block	2125A-2127B W MAYPOLE AV
2	156-Henry Homer Super Block	2129A-2131B W MAYPOLE AV
2	156-Henry Homer Super Block	2133A-2135B W MAYPOLE AV
2	156-Henry Homer Super Block	2137A-2147B W MAYPOLE AV
		134 Total Sites

* All applicable fees and expenses are to be included in the Bidder's total bid price. No reimbursable expenses including equipment rental fees and materials

ATTACHMENT K
Region Property Sites

Region 3 - Package 1

Region	Property Name	Property Address
3	052-Lincoln Perry Apts.	243 E 32ND ST
3	052-Lincoln Perry Apts.	3245 S PRAIRIE AV
3	078-Minnie Ripperton	4250 S PRINCETON AV
3	079-Mary Jane Richardson-Jones	4930 S LANGLEY AV
3	079-Maudelle Brown Bousfield	4949 S COTTAGE GROVE
3	080-Vivian Carter	6401 S YALE AV
3	081-Ada S. Dennison-McKinley	661 E 68TH ST
3	082-Kenneth Campbell	6360 S MINERVA AV
3	083-Judge Green	4030 S LAKE PARK AV
3	083-Vivian Gordon Harsh	4227 S OAKENWALD AV
3	084-Judge Slaton Apts.	4218 S COTTAGE GROVE
3	084-Judge Slaton Apts.	740 E 43RD ST
3	086-Robert Lawrence	655 W 65TH ST
		13 Total Sites

* All applicable fees and expenses are to be included in the Bidder's total bid price. No reimbursable expenses including equipment rental fees and materials will be permitted or approved for payment by CHA.

ATTACHMENT K
Region Property Sites

Region 3 - Package 2

Region	Property Name	Property Address
3	013-Dearbom Homes	2840 S. Dearbom
3	018-Lake Parc Place	3983 S. Lake Park
3	033-SS Region 3	4311 S ELLIS AV
3	033-SS Region 3	4148 S ELLIS AV
3	033-SS Region 3	4246 S DREXEL AV
3	033-SS Region 3	1220 E 46TH ST
3	033-SS Region 3	1218 E 48TH ST
3	033-SS Region 3	4630 S DREXEL AV
3	033-SS Region 3	4800 S BISHOP ST
3	033-SS Region 3	5034 S HERMITAGE AV
3	033-SS Region 3	4338 S GREENWOOD AV
3	033-SS Region 3	4413 S OAKENWALD AV
3	033-SS Region 3	824 E 42ND ST
3	033-SS Region 3	1420-26 E 50TH ST
3	033-SS Region 3	929-935 E 45TH ST
3	033-SS Region 3	819-823 E 45TH ST
3	033-SS Region 3	4325 S BERKELEY AV
3	033-SS Region 3	4333 S BERKELEY AV
3	033-SS Region 3	4331 S ELLIS AV
3	033-SS Region 3	4330 S GREENWOOD AV
3	033-SS Region 3	4332 S GREENWOOD AV
3	033-SS Region 3	3554-3568 S CALUMET AV
3	033-SS Region 3	1432B-34A E 67TH PL
3	033-SS Region 3	1434B-40 E 67TH PL
3	033-SS Region 3	336-338 W 42ND PL
3	033-SS Region 3	315 W ROOT ST
3	033-SS Region 3	317-319 W ROOT ST
3	033-SS Region 3	325-327 W ROOT ST
3	033-SS Region 3	341-49 W ROOT ST
3	033-SS Region 3	301-307 E 37TH ST
3	033-SS Region 3	310-312 W 42ND PL
3	033-SS Region 3	340-342 W 42ND PL
3	033-SS Region 3	345-69 W 42ND PL
3	033-SS Region 3	348-380 W 42ND PL
3	033-SS Region 3	300 W 42ND ST
3	033-SS Region 3	301-303 W 42ND ST
3	033-SS Region 3	307-309 W 42ND ST
3	033-SS Region 3	312-14 W 42ND ST
3	033-SS Region 3	315-17 W 42ND ST
3	033-SS Region 3	331-33 W 42ND ST
3	033-SS Region 3	347-59 W 42ND ST
3	033-SS Region 3	344-58 W 43RD ST
3	033-SS Region 3	704 W 59TH ST
3	033-SS Region 3	529 W 62ND ST
3	033-SS Region 3	4936-42 S BLACKSTONE AV
3	033-SS Region 3	3542-3552 S CALUMET AV
3	033-SS Region 3	3700-3706 S CALUMET AV
3	033-SS Region 3	7027 S CLYDE AV
3	033-SS Region 3	6442 S EGGLESTON AV
3	033-SS Region 3	3555-3569 S GILES AV
3	033-SS Region 3	6361 S INGLESIDE AV
3	033-SS Region 3	6437-39 S INGLESIDE AV
3	033-SS Region 3	6211 S KIMBARK AV
3	033-SS Region 3	4525 S LAKE PARK AV
3	033-SS Region 3	5240 S SANGAMON ST
3	033-SS Region 3	1501-05 E 67TH PL
3	033-SS Region 3	1428-32 E 67TH PL
3	033-SS Region 3	1533 E 67TH PL
3	033-SS Region 3	1432 E 68TH ST

ATTACHMENT K
Region Property Sites

Region 3 - Package 2

3	033-SS Region 3	1415 E 69TH ST
3	033-SS Region 3	1417 E 69TH ST
3	033-SS Region 3	1419 E 69TH ST
3	033-SS Region 3	1422 E 69TH ST
3	033-SS Region 3	1423 E 69TH ST
3	033-SS Region 3	4801 S BISHOP ST
3	033-SS Region 3	4842 S BISHOP ST
3	033-SS Region 3	4844 S BISHOP ST
3	033-SS Region 3	6735 S BLACKSTONE AV
3	033-SS Region 3	6733 S CHAPPEL AV
3	033-SS Region 3	6735 S CHAPPEL AV
3	033-SS Region 3	7031 S CLYDE AV
3	033-SS Region 3	7029 S DANTE AV
3	033-SS Region 3	7039 S DANTE AV
3	033-SS Region 3	6817 S DORCHESTER AV
3	033-SS Region 3	6836 S DORCHESTER AV
3	033-SS Region 3	5033 S HERMITAGE AV
3	033-SS Region 3	6147 S KIMBARK AV
3	033-SS Region 3	4855 S MARSHFIELD AV
3	033-SS Region 3	6817 S MERRILL AV
3	033-SS Region 3	7120 S MERRILL AV
3	033-SS Region 3	7034 S PAXTON AV
3	033-SS Region 3	7038 S PAXTON AV
3	033-SS Region 3	7040 S PAXTON AV
3	033-SS Region 3	4822 S THROOP ST
3	033-SS Region 3	827 E BOWEN AV
3	033-SS Region 3	4416 S UNIVERSITY AV
3	033-SS Region 3	4546 S OAKENWALD AV
3	033-SS Region 3	1538 E 67TH PL
3	033-SS Region 3	802 E 41ST ST
3	033-SS Region 3	324-26 W 42ND PL
3	033-SS Region 3	826 E 42ND ST
3	033-SS Region 3	4368 S GREENWOOD AV
3	033-SS Region 3	4448 S UNIVERSITY AV
3	033-SS Region 3	800 E 40TH ST
3	039-Washington Park	557-567 E 40TH ST
3	039-Washington Park	601-611 E 40TH ST
3	039-Washington Park	613-627 E 40TH ST
3	039-Washington Park	629-639 E 40TH ST
3	039-Washington Park	641-651 E 40TH ST
3	039-Washington Park	653-657 E 40TH ST
3	039-Washington Park	543-555 E 40TH ST
3	039-Washington Park	52-56 E 42ND ST
3	039-Washington Park	701-715 E 45TH ST
3	039-Washington Park	1165-1171 E 53RD ST
3	039-Washington Park	1207-1229 E 55TH ST
3	039-Washington Park	1500-1510 E 62ND ST
3	039-Washington Park	1512-1518 E 62ND ST
3	039-Washington Park	5120-5124 S BLACKSTONE AV
3	039-Washington Park	5132-5148 S CALUMET AV
3	039-Washington Park	4501-4515 S CHAMPLAIN AV
3	039-Washington Park	4517-4527 S CHAMPLAIN AV
3	039-Washington Park	4529-4539A S CHAMPLAIN AV
3	039-Washington Park	5604-5612 S DORCHESTER AV
3	039-Washington Park	4508-4512A S EVANS AV
3	039-Washington Park	4514-4518A S EVANS AV
3	039-Washington Park	4518-4520A S EVANS AV
3	039-Washington Park	4522-4536 S EVANS AV
3	039-Washington Park	4008-4012 S LANGLEY AV
3	039-Washington Park	3932-3938 S PRAIRIE AV
3	039-Washington Park	4023-4025B S MICHIGAN AV

ATTACHMENT K
Region Property Sites

Region 3 - Package 2

3	039-Washington Park	3940-3946 S PRAIRIE AV
3	039-Washington Park	3948-3954 S PRAIRIE AV
3	039-Washington Park	4008-4010 S PRAIRIE AV
3	039-Washington Park	4012-4014 S PRAIRIE AV
3	039-Washington Park	4013-4027 S PRAIRIE AV
3	039-Washington Park	4441-4447 S PRAIRIE AV
3	039-Washington Park	4517-4519 S WABASH AV
3	039-Washington Park	4814-4824 S WABASH AV
3	039-Washington Park	4626-4636 S WABASH AV
3	039-Washington Park	4010-4024 S WABASH AV
3	039-Washington Park	4033-4043 S WABASH AV
3	039-Washington Park	4417-4427 S WABASH AV
3	039-Washington Park	4153-4157 S WABASH AV
3	039-Washington Park	5300-5306 S WOODLAWN AV
3	039-Washington Park	5501-5505 S WOODLAWN AV
3	040-Wentworth Gardens	3700 S. Wentworth
		136 Total Sites

* All applicable fees and expenses are to be included in the Bidder's total bid price. No reimbursable expenses including equipment rental fees and materials will be permitted or approved for payment by CHA.

ATTACHMENT K
Region Property Sites

Region 5 - Package 1

Region	Property Name	Property Address
5	002-Algeld/Murray	950 E. 132nd Place
5	025-Lowden	200 W. 96th Street
5	038-Trumbull	2437 E. 106th Street
		3 Total Sites

* All applicable fees and expenses are to be included in the Bidder's total bid price. No reimbursable expenses including equipment rental fees and materials will be permitted or approved for payment by CHA.

Attachment B

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 as 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 coverage. When indicated below, * coverages are required of any vendor delivering equipment, accessing the building, installing/repairing equipment in CHA offices.

- (a) **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.
- (b) **Commercial Liability Insurance Written on an Occurrence Form (Primary) and Umbrella Liability (Excess).** Commercial Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an Aggregate of not less than Two Million Dollars (\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal and Advertising Injury, and will also cover injury to Respondent's officers, employees, agents, subcontractors, invitees and guests and their personal property.
- (c) **Automobile Liability Insurance.** When any motor vehicles (owned, non-owned and hired) are used in connection with the services to be performed, the Respondent shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence CSL, for Bodily Injury and Property Damage.
- (d) **Excess Liability** if applicable is to follow form of the Primary Insurance requirements outlined above.

The CHA is to be endorsed as an additional insured on the Respondent's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to

the CHA.

A. Related Requirements:

The Contractor shall furnish the CHA, Department of Procurement and Contracts, 60 E. Van Buren, 13th Floor., Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of the Contract via an email to the CHA Procurement Specialist, preferably in a Readable PDF format. In addition, copies of the endorsement(s) adding the CHA to Contractor's policy as an additional insured are required. The required documentation must be received prior to the Contractor commencing work under this Agreement. Renewal Certificate of Insurance, or such similar evidence, is to be emailed to certs@thecha.org prior to expiration or renewal date occurring during the term of this Agreement or extensions thereof. The Contract number and/or Project Name must be indicated on the Certificate of Insurance. At the CHA's option, non-compliance will result in (1) all payments due the Contractor being withheld until the Contractor has complied with the Agreement; or (2) the Contractor will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) the Contractor 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.

MUST BE INCLUDED ON ALL CERTIFICATES:

- Certificate Holder: Chicago Housing Authority, 60 E Van Buren, Chicago IL 60605
- Solicitation number or Contract number and/or the title of the Project or Service
- CHA must be endorsed as an additional insured on the Contractor's general/auto liability policy and such insurance will be primary and non-contributory to any other insurance available to the CHA.

Insurance Certificate, naming Chicago Housing Authority as the certificate holder, is to be emailed (preferably in a Readable PDF format) to the attention of the Procurement Specialist in the Department of Procurement and Contracts referencing Solicitation Number or Purchase Order Number, Procurement Specialist and Project Title. The Chicago Housing Authority is to be endorsed as an additional insured on the Contractor's general/auto liability policies and such insurance will be endorsed as primary and non-contributory to any other insurance available to the CHA.

5. **BID SECURITY, PERFORMANCE AND PAYMENT BOND: N / A**

BID SECURITY: Each individual bid must be accompanied by a Bid Bond in the amount of 5% 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.

PERFORMANCE AND PAYMENT BOND: Upon award of the contract by the CHA, the Contractor shall provide and pay for an acceptable Performance Bond in the amount of 100% of the contract price or separate acceptable Performance and Payment Bonds each in the amount of 50% or more of the contract price. **IMPORTANT:** The surety must be a guaranty or surety company which appears in the U. S. Treasury Circular No. 570 published annually in the Federal Register

(available at http://www.fms.treas.gov/c570/c570_a-z.html), and must, at a minimum, have an "A" rating according to the A.M. Best Rating Guide. Assistance in securing the Performance and Payment Bond is available through the Small Business Administration, which encourages Minority Business Enterprises. The CHA shall not be responsible for the cost of the Performance and Payment Bond.

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.
- B. WHEN WORK IS COMPLETED, IN THE EVENT THAT THE CHA HAS DETERMINED THAT THE BIDDER/PROPOSER WAS NOT COMPLIANT IN THE FULFILLMENT OF THE REQUIRED MBE/WBE/DBE COMMITMENT GOAL AND A WAIVER WAS NOT OBTAINED, THE CHA WILL THEREBY BE DAMAGED IN THE FAILURE TO PROVIDE THE BENEFIT OF PARTICIPATION TO THE MBE/WBE/DBE TO THE DEGREE SET FORTH IN THIS MBE/WBE/DBE UTILIZATION PLAN.
- 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 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.
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.
 - 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

Schedule A – M/W/DBE Utilization Plan (To be completed by Prime Contractors)

Vendor Information



Vendor Information

Business Name **A & M General Contractors, Inc.**
Owner **Ms Allison McClinton**
Address **8127 S. Sangamon**
 Chicago, IL 60620
 > [Map This Address](#)
Phone **312-609-9891**
Email a.mgeneralcontracting@yahoo.com

Certification Information

Certifying Agency **Cook County**
Certification Type **MBE - Minority Business Enterprise**
Certification Date **9/11/2015**
Renewal Date **9/11/2016**
Expiration Date **9/11/2020**
Certified Business Description **Facilities: Landscaping and Snow Removal**

Commodity Codes

Code	Description
NAICS 488490	Snow removal, highway
NAICS 561730	Landscaping services (except planning)

[Customer Support](#)

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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:

Document Name	To be Completed By	Details
Schedule B SECTION 3 UTILIZATION PLAN	Prime Contractor	This form will outline your hiring, subcontracting, and other economic opportunities that the Prime is committing to.
Schedule C LETTER OF INTENT (also used for M/W/DBE subcontractors)	Each Section 3 Business Concern listed on the Schedule B, including a self-performing Prime Contractor	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.



Quick Guide Contract Compliance Requirements

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

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

Schedule B- Section 3 Utilization Plan

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

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

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

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)

RFP/IFB/CONTRACT/PURCHASE ORDER NO: 865 (2016) DATE FORM SUBMITTED: 5-10-2016
PROJECT TITLE: Landscaping Maintenance Services
PRIME CONTRACTOR NAME(S): A + M General Contractor Inc.
ADDRESS: 6127 So. Sangamon TELEPHONE: 312 609-4891
CONTACT NAME/TITLE: Anthony McClinton Vice President
E-MAIL ADDRESS: a.mgeneralcontracting@yahoo.com
Ethnicity: BLACK Gender: Male
FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO.: [REDACTED]

CONTRACT AMOUNT: \$ 1,786,960.00 ph.

M/W/DBE TOTAL: \$ _____

M/W/DBE TOTAL PERCENTAGE: 100 ph. %

NOTE: The M/W/DBE Total represents the sum of all of the subcontracts listed on this Schedule A, including Self-Performing Prime's portion.

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 have occurred within a six month period of the dates of this contract 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.

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)

I. DIRECT PARTICIPATION

A. COMPANY NAME: A+M General Contractor Inc.
ADDRESS: 8127 So. Sangamon
CONTACT PERSON: Anthony McClister TELEPHONE: (312) 609-9891
E-MAIL ADDRESS: amgeneralcontracting@yahoo.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:

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

B. 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):

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(To Be Completed by PRIME CONTRACTOR)

G. 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):

H. 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):

I. 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):

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

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):

B. 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):

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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):

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

"OFFICIAL SEAL"
SHANDRIS DEAN
Notary Public, State of Illinois
My Commission Expires July 08, 2017

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: ATM General Contractor Inc.
RFP/IFB/RFQ/CONTRACT or PO NUMBER: 965(2016) **DATE FORM COMPLETED:** 5-10-2016
PROJECT TITLE: Landscaping Services
CONTACT NAME/TITLE: Anthony McClinton Vice President
E-MAIL ADDRESS: amgeneralcontracting@yahoo.com

*PLEASE READ CAREFULLY AND SIGN THE BACK OF THIS SCHEDULE B
 FORM TO CONTRACT AND SUBMIT TO CHA FOR REVIEW*

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.

Type of Contract	Contract Amount	Section 3 Requirements		
		Hiring	Contracting	Other Economic Opportunities
Construction	All Contract Values	30% Of all <u>new</u> hires	10% Of total contract value subcontracted	See instructions
Other Contracts (Including Professional Service)	All Contract Values	30% Of all <u>new</u> hires	3% Of total contract value subcontracted	See instructions

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts- Compliance Division

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

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) Total Columns (1) through (5) individually, and (7) Total New Section 3 Hires Required and (8) 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.

CHICAGO HOUSING AUTHORITY (CHA)
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SCHEDULE B - SECTION 3 UTILIZATION PLAN
(To Be Completed by Prime Contractor)

- **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.**

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts- Compliance Division

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

- 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.

This page (page 4) must be signed by a Principal of the Contractor. The signature line is provided for the Principal of the Contractor. This document is subject to audit by the CHA at any time.

Prime Contractor Acknowledgement of Section 3 Requirements:

Anthony McClinton
Signature of Principal of Contractor

5-10-2016

Date

Anthony McClinton
Print Name

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts- Compliance Division

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

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

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

(1)	(2)	(3)	(4)	(5)
Job Titles	Total Number of Employees Needed at each Job Title	Total Number of Employees Currently Employed at each Job Title	Total New Hires Needed for each Job Title	Total Section 3 Hires for Each Job Title
<i>List the Job Titles that are needed to complete your scope of work- including the entire workforce for the Prime and any Subcontractors. This includes all Section 3 and non-Section 3 job titles.</i>	<i>List how many employees are needed to complete the Scope of Work for each Job Title.</i>	<i>List how many employees are currently employed at this position.</i>	<i>List how many of these positions are currently open.</i>	<i>List the number of Section 3 hires you will commit to for each position.</i>
Landscapers	3	3		
Landscapers	3	3		
(6) Totals:	6	6	0	0

(7) Total New Section 3 Hires Required: (Total of column (4) x 0.3) round up to the nearest whole number	0
(8) Percentage of New Hires that are Section 3: (Total of column (5) ÷ Total of column (4)) x 100= % of New Hires	0

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

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.

Total Dollar Value of Section 3 Business Concern Contracts:	\$
Total Percentage of Section 3 Business Concern Contracts:	%

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

(If more space is needed, you can use page 8 multiple times)

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

Contracts to Section 3 Business Concerns (continued)

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL 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):

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL 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):

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL 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):

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

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.

N/A

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.

Outreach Efforts

Business Name:

Primary Contact:

Phone Number:

E-Mail Address:

Reason for not subcontracting:

N/A

Business Name:

Primary Contact:

Phone Number:

E-Mail Address:

Reason for not subcontracting:

N/A

CHICAGO HOUSING AUTHORITY (CHA)
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SCHEDULE B - SECTION 3 UTILIZATION PLAN
(To Be Completed by Prime Contractor)

Part III: OTHER ECONOMIC OPPORTUNITIES

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.

COMPANY NAME: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

COMPANY NAME: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Mentorship Program Participation

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

Quantifiable Goals

Anticipated Results

CHICAGO HOUSING AUTHORITY (CHA)
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SCHEDULE B - SECTION 3 UTILIZATION PLAN
(To Be Completed by Prime Contractor)

Training Program

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

Quantifiable Goals

Anticipated Results

N/A

Internship Program

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

Quantifiable Goals

Anticipated Results

N/A

Other Results-Oriented Economic Opportunities (Please Describe)

Note: Any part-time hires can be represented here.

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

Quantifiable Goals

Anticipated Results

N/A

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

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

Note: Please refer to page three (3) Part III: Other Economic Opportunities for more details on contributions.

Hiring	<input type="checkbox"/>	5% of total contract value (Construction)- Not to Exceed \$100,000
	<input checked="" type="checkbox"/>	1.5% of total contract value (Professional Service)- Not to Exceed \$100,000
Contracting	<input type="checkbox"/>	Contributing the difference between the actual subcontracting dollar amount and the minimum subcontracting requirement Not to Exceed \$500,000
	<input checked="" type="checkbox"/>	10% of total contract value (Construction) Not to Exceed \$500,000 3% (Other Contracts- including Professional Service) Not to Exceed \$500,000

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 ☐ I will submit one check to cover the full contribution amount

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

A & M General Contractor Inc.
NAME OF PRIME CONTRACTOR (Print or Type)

Anthony McClinton Vice President
NAME OF AUTHORIZED OFFICER

Shandris Dean Date 5-4-2016
NAME OF NOTARY (Print or Type)

STATE OF Illinois COUNTY OF Cook ON THIS 4th DAY OF May 2016 BEFORE ME APPEARED (NAME) Anthony McClinton

TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR : WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THE AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: [Signature] (SEAL):
COMMISSION EXPIRES: 7-8-2017

SHANDRIS DEAN
Notary Public, State of Illinois
My Commission Expires July 08, 2017

INTERNAL CHA APPROVAL: _____

COMPLIANCE MANAGER'S SIGNATURE

DATE

INTERNAL CHA APPROVAL: _____

SECTION 3 ADMINISTRATOR

DATE

(Applicable when Other Economic Opportunities are proposed)

Attachment E

Schedule C – Letter of Intent M/B/DBE and/or Section 3 Business Concerns (To be completed by Sub-Contractor)

CHICAGO HOUSING AUTHORITY (CHA)
Procurement & Contracts Department Contract Compliance Division

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:

Certification Status (Check One): ☒ MBE ☐ WBE ☐ DBE

Section 3 Business Concern: ☒ Yes ☐ NO

FEIN [REDACTED] ETHNICITY: BLACK GENDER: MALE

CONTACT NAME/TITLE: Anthony McClinton

E-MAIL ADDRESS: a.mgeneralcontracting@yahoo.com

IFB/RFP/CONTRACT OR PURCHASE ORDER NO.: 865 (2016)

PROJECT TITLE: Landscaping maintenance DATE FORM COMPLETED: 5-10-2016

PRIME CONTRACTOR: ATM General Contracting, Inc. (NAME)

(TELEPHONE NUMBER) (312) 607-9891

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.

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):

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

Landscaping Maintenance Services

3. Indicate the total dollar value: \$

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):

CHICAGO HOUSING AUTHORITY (CHA)
Procurement & Contracts Department Contract Compliance Division

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)

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 forgoing document are true and correct, and that I am authorized on behalf of the Subcontractor to make this affidavit.

A+M General Contractor Inc.
(NAME OF MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER - PRINT OR TYPE)

Anthony McClinton 4-26-2016
(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT) (DATE)

Shandris Dean
(NAME OF NOTARY - PRINT OR TYPE)

STATE OF Illinois COUNTY OF Cook

ON THIS 17th DAY OF May 2016

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

NOTARY PUBLIC: [Signature]

COMMISSION EXPIRES: 7-8-2017

(SEAL)



Attachment G

**Housing & Urban Development (HUD) Handbook No.
7460.8 REV 2**

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(f) 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 or 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 owned 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.

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

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

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

Anthony McClinton 5-10-2016
(Signature and Date)
Anthony McClinton
(Typed or Printed Name)
Vice President
(Title)
A+M General Contractor Inc
(Company Name)
8127 So. Sangamon
(Company Address)
Chicago, Illinois, 60620

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 01/31/2014)

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

Applicability. This form HUD-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 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 - use Sections I and II.

Section I - 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 thereof 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. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(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 (l) 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)(l)(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)(ii)(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)(l) 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)(ii)(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)(ii)(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, heeding 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.

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Bidder/Proposer Name: ATM General Contractor Inc.
Bidder/Proposer Address: 8127 So. Sangamon
Chicago, Illinois 60620
IFB/RFP NUMBER: 465-(2016)
Federal Employee I.D. #: [REDACTED] or Social Security #: _____

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 Anthony McClinton as Vice President
(Name) (Title)
and on behalf of ATM General Contractor Inc. ("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: ☒ Corporation ☐ Sole Proprietor
(Check One) ☐ Partnership ☐ Not-for-Profit Corporation
☐ Joint Venture ☐ Other

CHICAGO HOUSING AUTHORITY
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CONTRACTOR'S AFFIDAVIT

Average Annual Sales – Last 3 years: \$450,000.00

Current Net Worth: \$700,000.00 Date Business Started 2-2006

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):

NAME (Print/Type)	Title (Print/Type)	Name (Print/Type)	Title (Print/Type)
<u>Allison McClinton</u>	<u>President</u>	_____	_____
<u>Anthony McClinton</u>	<u>Vice President</u>	_____	_____
<u>Allison McClinton</u>	<u>Secretary</u>	_____	_____
<u>Allison McClinton</u>	<u>Treasury</u>	_____	_____

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

NAME (PRINT/Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

N/A

- e. Is the corporation owned partially or completely by one or more other Corporations?
YES ☐ NO ☒
- f. 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%

CHICAGO HOUSING AUTHORITY
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of the proportionate ownership of the corporation and indicate the percentage interest of each.

NAME (PRINT/Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

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.

NAME OF PARTNERS (Print/Type)	PERCENTAGE INTEREST
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

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 [☒]
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.

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

N/A

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

Anthony McClinton
8129 So. Sangamon
Chicago, Illinois 60620
Vice President

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):

NAME (Print/Type) Title (Print/Type) Name (Print/Type) Title (Print/Type)

N/A

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.

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

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-

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4, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rotating.

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 ILCS 5/33E-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

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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.

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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. ✓ 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. 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. 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

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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.

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- 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;
 - 3. The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act (RCA) of 1976 (42 U.S.C. 6901, 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;
 - 6. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. 9601 et. seq.), as amended;
 - 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.

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- 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, loa or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "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.

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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, entitle "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

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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.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS/PROPOSALS IS PRESCRIBED IN 18 U.S.C. 1001.

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 _____ NO ✓

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Department of Procurement & Contracts**

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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. 965 (2016) 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.

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CONTRACTOR'S AFFIDAVIT

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.

Anthony McClinton
Signature of President or Authorized Officer

Anthony McClinton
Name of President or Authorized Officer

Vice President
Title

312 609-9891
Telephone Number

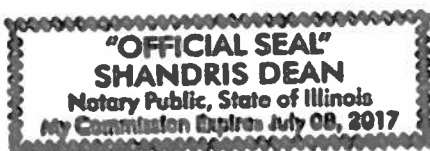
State of Illinois

County of Cook

Signed and sworn to before me this 4th day of May, 20 16
by

Anthony McClinton (Name) as Vice President
(Title) of A&M General Contractor Inc. (Contractor)

Notary Public Signature [Signature]



SUBCONTRACTOR INFORMATION SUBMITTAL

It is expressly agreed by the undersigned Contractor and The Chicago Housing Authority that if portions of the scope of work for this invitation for Bid or Request for Proposals or Purchase Order are subcontracted, awards of such subcontracts will be made to the subcontractors listed below. Further, any changes to the subcontractors listed below must be submitted in writing to the Director of the Department of Procurement and Contracts for approval. The Chicago Housing Authority reserves the right, at its own discretion, to approve or reject any subcontractor named below or as frequently added. Use additional blank sheets and append it to this form, if necessary, to complete your subcontractor listing. If you are not subcontracting, check the no/subcontract box below.

US/RFP/P.O. TITLE Land Scaping		IFB/RFP/P.O. NO. 865		PAGE OF
My (our) firm(s) WILL NOT SUBCONTRACT any portion of the scope of work for this IFB, RFP or P.O.				
SUBCONTRACTOR NAME AND ADDRESS Vincent Campos Landscaping		SCORE OF WORK Land Scaping		
CONTRACTOR'S NAME Anthony McClinton				
If a joint venture, a principal from EACH joint venture business must sign below.				
AUTHORIZED BY CONTRACT COMPLIANCE Anthony McClinton		SIGNATURE OF PRINCIPAL Anthony McClinton		
TITLE Vice President		RECEIVED BY OCA Vice President		
DATE		DATE		

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

LANDSCAPING
(IFB or RFP Title or P.O. Commodity Description)

#865 (2016)
(IFB or RFP or P.O. No.)

As used in this certificate, the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal, the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This Certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the CHICAGO HOUSING AUTHORITY, hereinafter referred to as Buyer:

- A. **REPORTS:** Within thirty (30) days after Buyer's award to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO" in accordance with instructions contained therein, unless Seller 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 Seller has participated in a previous contract or subcontract subject to Equal Opportunity Clause (4) C.F.R. Section 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. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the Specifications for Bid or Request for Proposal. As used in this certification, the term "segregated facilities" means waiting room, work 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. Contractor further 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 subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that it 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 OR REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED 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 statements in oaths is prescribed in 18 U.S.C. 1001).

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

- D. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** If requested by Buyer, Seller shall promptly develop and submit a written affirmative action compliance program, and also require its subcontractors to establish and submit written affirmative action compliance programs ("Note: If Seller already has such a program, please so indicate by checking here ☐).
- E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show probable cause or other such notification of non-compliance with EEO regulations.
- F. **CURRENT WORKFORCE:** My/Our firm is committed to Equal Employment Opportunity and the Affirmative Action steps necessary to achieve the goals of the Executive Order. As of this date, the current Total workforce of my/our firm is as follows:

JOB CLASSIFICATION	TOTAL EMPLOYEES	WHITE		BLACK		HISPANIC		OTHER	
		Male	Female	Male	Female	Male	Female	Male	Female
OFFICIALS	2			2					
CRAFT (SKILLED)									
LABORERS (UNSKILLED)	8			8					
CLERICAL									
OTHER SPECIFY									
OTHER SPECIFY									
OTHER SPECIFY									
Landscaping	4			4					

EXECUTED THIS Anthony McClinton DAY OF 7-16 2016

BY Anthony McClinton
 (SIGNATURE)

Anthony McClinton
 (PRINTED OR TYPED NAME)

TITLE Vice President
 (PRINCIPAL)

FIRM NAME	STREET ADDRESS
A & M General Landscaping	8127 S Sangamon
CITY, STATE, ZIP CODE	TELEPHONE NUMBER
Chicago, IL 60620	312-609-9891

CITY OF CHICAGO

LICENSE CERTIFICATE NON-TRANSFERABLE

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

NAME: **A & M GENERAL CONTRACTOR CORPORATION**

PRINTED ON:
05/15/2015

DBA
AT: **LANDSCAPING & LAWN SERVICE
8127 S. SANGAMON ST., Floor 1
CHICAGO, IL 60620**

LICENSE NO.: **2207155**

CODE: **4404**

FEE: *******250.00**

LICENSE: **Regulated Business License**

Includes: **Home Occupation; Home Repair;**

PRESIDENT: ALLISON V. MCCLINTON

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

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

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF
THIS **15** DAY OF **MAY**, **2015**

EXPIRATION DATE: **May 15, 2017**

ATTEST:

Rahm Emanuel

Susana Mendez

ACCOUNT NO **306161**
TRANS NO.

SITE: **MAYOR**

CITY CLERK

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES



APPROVED

By Jennifer Maul at 12:38 pm, Jul 06, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2016

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 AZM Group Inc 10127 S Western Ave Chicago IL 60643		CONTACT AZM Group Inc TEL: 773-233-2630 FAX: [blank] E-MAIL: [blank]	
INSURED A&M GC LANDSCAPE & LAWN CARE 8127 S SANGAMON ST CHICAGO IL 60620		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONWIDE MUTUAL INSURANCE COMPANY INSURER B: NATIONWIDE PROPERTY AND CASUALTY INSU INSURER C: TRAVELERS INSURER D: INSURER E: INSURER F:	

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.					
TYPE OF INSURANCE	DESCRIPTION	POLICY NUMBER	POLICY PERIOD	POLICY PERIOD	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	ACP GLKO 3007418309	10/13/2015	10/13/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	ACP BA 3007418309	10/13/2015	10/13/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
UMBRELLA LMB EXCESS LMB OCCUR CLAIMS-MADE COB RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in IL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	IHUB 3H8H2605216	08/21/2016	08/21/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CHA is an additional insured on a primary non-contributory basis in regards to work performed by the named insured.

CERTIFICATE HOLDER

Chicago Housing Authority Event #8865 (2016) Maintenance Service 60 E Van Buren St 12th floor Chicago IL 60605

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 Teresa Ballenger

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TONI PRECKWINKLE

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Cook County Board
of Commissioners

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OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60620 • (312) 603-5502

September 15, 2015

Ms. Allison McClinton
President
A & M General Contractor, Inc.
8127 South Sangamon Street
Chicago, IL 60620

Annual Certification Expires: September 15, 2016

Dear Ms. McClinton:

Congratulations on your continued eligibility for Certification as a Minority Business Enterprise (MBE) by Cook County Government. This MBE Certification is valid until September 15, 2020.

As a condition of continued certification during this five (5) year period, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within fifteen (15) business days of such changes.

Cook County Government may commence action to remove your firm as a MBE vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the area(s) of specialty:

FACILITIES: LANDSCAPING AND SNOW REMOVAL

Your firm's participation on County contracts will be credited toward MBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,


Jacqueline Gomez
Contract Compliance Director

JG/ehw

2020

Cook County Government

Office of Contract Compliance

certifies that the criteria for certification as a

Minority Business Enterprise

has been met by

A & M General Contractors, Inc.

Construction: Landscaping and Snow Removal

Issued Date: July 23, 2012

No Change Affidavit Due: July 23, 2013

NIGP Code(s): 91400

Ethnicity Code: 6

County: Cook

Contract Compliance Dir


LaVerne Hall

A&M Landscaping & General Cont, Inc.
8127 S Sangamon
Chicago, IL 60620
(312) 609-9891

Equipment List for A&M

- 1. #1 2006 Dodge Ram 2500**
- 2. #1 2007 Dodge Ram 1500**
- 3. #1 2010 Ford F250 2010**
- 4. #1 Open bed trailer 17 feet long**
- 5. #1 Close trailer 14 feet long**
- 6. #1 Close trailer 12 feet long**
- 7. #2 32" stand up lawn mowers**
- 8. #2 36" stand up lawn mowers**
- 9. #2 52" stand up lawn mowers**
- 10. #1 48" stand up lawn mower**
- 11. #5 Echo Blowers**
- 12. #8 Echo Blowers**
- 13. #2 Power lawn edger**
- 14. #5 Hedge trimmers**
- 15. Rakes brooms shovels tree trimmer etc.**
- 16. Finance to get anything else to fulfill job needs.**

5/27/2016

Print

Subject: Fw: Arizona Landscape Contractors Association - Membership Dues Confirmation
From: Anthony Mac (a.mgeneralcontracting@yahoo.com)
To: a.mgeneralcontracting@yahoo.com;
Date: Friday, May 27, 2016 8:23 AM

On Friday, May 27, 2016 7:36 AM, ALCA <noreply@alca.org> wrote:

Dear anthony MCCLINTON,

Thank you for paying your Arizona Landscape Contractors' Association dues with our online payment system. Your ALCA membership is valid until the end of the calendar year when you will be required to renew your membership and pay your dues for the next year.

Primary Contact
anthony MCCLINTON
A&M Landscaping inc.

Membership
Contractor Class 1 - \$183.34
Check

Please register online when participating in any of our events at our Calendar. You may also contact us at 602.626.7091 should you have any questions regarding your membership.

Sincerely,
Arizona Landscape Contractors' Association
602-626-7091

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS



LIC # CO 04378190
EXPIRES December 31, 2016

SCOTT'S LAWN SERVICE
DANTHANAY T SMITH
1030 INTERNATIONAL PARK
WOODRIDGE, IL 60666

SIGNATURE

ILLINOIS PESTICIDE ID CARD
LIC # CO 04378190
COMMERCIAL OPERATOR
GENERAL STANDARDS

APPLICATOR NAME & CATEGORIES:

CHARLES C UPLEGER
Ornamental
Mosquito

Turf

IL406-1122 X021-406

Latest revision date: 09/12/2011
Version: 1.0

Material Safety Data Sheet

United States

Swiss Fertilizers Products Inc.
3993 Howard Hughes Parkway
Las Vegas, Nevada 89169-6754
United States

Vigoro Lawn Fertilizer 29-0-4

1. Product and company identification

MSDS # : 320000002259

2. Hazards identification

Physical state : Solid (Granular)

Odor : Fertilizer

OSHA/HCS status : This material is/contains a chemical that is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Emergency overview : May be harmful if swallowed. May cause skin irritation. May cause eye irritation. Avoid breathing dust. Avoid contact with eyes, skin and clothing. Wash thoroughly after handling.

Potential chronic health effects

Chronic effects : Contains material that can cause target organ damage.

Carcinogenicity : No known significant effects or critical hazards.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : No known significant effects or critical hazards.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

Target organs : Contains material which causes damage to the following organs:
gastrointestinal tract
skin
eyes

Over-exposure signs/symptoms

Inhalation : No specific data.

Ingestion : No specific data.

Skin : No specific data.

Eyes : No specific data.

Medical conditions aggravated by over-exposure : Pre-existing skin disorders may be aggravated by over-exposure to this product.

Interactions with other chemicals : Not available.

Chemicals

See toxicological information (section 11)

3. Composition/information on ingredients

Name	CAS number	%
Urea	57-13-6	40 - 70
Potassium chloride (KCl)	7447-40-7	5 - 10

4. First aid measures

- Eye contact** : Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
- Skin contact** : Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 to 20 minutes. Call a poison control center or doctor for treatment advice.
- Inhalation** : Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.
- Ingestion** : Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Never give anything by mouth to an unconscious person.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training.

5. Fire-fighting measures

- Flammability of the product** : No specific fire or explosion hazard.
- Extinguishing media**
- Suitable** : Use an extinguishing agent suitable for the surrounding fire.
- Not suitable** : None known.
- Special exposure hazards** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.
- Hazardous thermal decomposition products** : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide
nitrogen oxides
halogenated compounds
metal oxide/oxides
- Special protective equipment for fire-fighters** : Fire fighters should wear appropriate protective equipment and self contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

6. Accidental release measures

- Personal precautions** : Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Put on appropriate personal protective equipment (see section 8).
- Environmental precautions** : No specific hazard.
- Methods for cleaning up** : Vacuum or sweep up material and place in container for disposal. Never place down drain.

7. Handling and storage

- Handling** : Avoid inhalation or contact with skin, eyes or clothing. Avoid container breakage. Do not contaminate water sources when disposing of equipment washwater or rinseate. Keep out of lakes, stream or ponds. Keep out of reach of children.
- Storage** : Store in original container in a cool, dry, well-ventilated area inaccessible to children and pets. Do not contaminate food or feedstuffs.

Latest revision date: 09/12/2011

Version: 1.0

8. Exposure controls/personal protection

Product name

Urea

Exposure limits

AIHA WEL (1999-01-01) Time Weighted Average (TWA)

10 mg/m3

Consult local authorities for acceptable exposure limits.

Engineering measures : Use adequate ventilation to keep the airborne concentrations below the recommended exposure standard.

Hygiene measures : Wash thoroughly with soap and water after handling. Remove and launder contaminated clothing before reuse.

Personal protection

Respiratory

: No special respiratory protection required. If ventilation is inadequate to keep the airborne concentrations below the recommended exposure standard wear appropriate respiration protection.

Hands

: Chemical-resistant gloves are not required, but may be used in situations where significant contact is expected.

Eyes

: Protective eyewear.

Skin

: Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. Remove and wash contaminated clothing before reuse.

9. Physical and chemical properties

Physical state	: Solid (Granular)
Color	: Light green, White, Gray, Black.
Flash point	: Not available.
Auto-ignition temperature	: Not available.
Odor	: Fertiliser
Odor threshold	: Not available.
pH	: Not available.
Boiling/condensation point	: Not available.
Melting/freezing point	: Not available.
Critical temperature	: Not available.
Density	: 54 LBF
Vapor pressure	: Not available.
Vapor density	: Not available.
Evaporation rate	: Not available.
Viscosity	: Not available.
Solubility	: Not available.
Partition Coefficient (n-octanol)	: Not available.
Decomposition temperature	: Not available.

10. Stability and reactivity

Chemical stability	: The product is stable.
Conditions to avoid	: No specific data.
Materials to avoid	: No specific data.
Hazardous decomposition products	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.
Possibility of hazardous reactions	: Under normal conditions of storage and use, hazardous reactions will not occur.

11. Toxicological information

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
-------------------------	--------	---------	------	----------

Latest revision date: 09/12/2011
Version: 1.0

Potassium chloride (KCl) LD50 Oral Rat 2,600 mg/kg -

Conclusion/Summary Very low toxicity to humans or animals.

Irritation/Corrosion

Skin Mildly Irritating
Eyes Mildly Irritating
Respiratory Non-irritating

Sensitizer

Conclusion/Summary Skin Not sensitizing
Respiratory Not sensitizing

Chronic toxicity

Conclusion/Summary No known significant effects or critical hazards.

Cardiotoxicity

Conclusion/Summary No known significant effects or critical hazards.

Mutagenicity

Conclusion/Summary No known significant effects or critical hazards.

Teratogenicity

Conclusion/Summary No known significant effects or critical hazards.

Reproductive toxicity

Conclusion/Summary No known significant effects or critical hazards.

12. Ecological information

Ecotoxicity No known significant effects or critical hazards.

Aquatic ecotoxicity

Conclusion/Summary No known significant effects or critical hazards.

Persistence/degradability

Conclusion/Summary No known significant effects or critical hazards.

13. Disposal considerations

Waste disposal Disposal should be in accordance with applicable regional, national and local laws and regulations.

14. Transport information

<u>Regulatory Information</u>	<u>UN no.</u>	<u>Proper shipping name</u>	<u>Class</u>	<u>PG*</u>	<u>Note</u>
DOT		Not Regulated			
IATA (C)		Not Regulated			
IATA (P)					
IMDG		Not Regulated			
TDG		Not Regulated			
PG* : Packing group					

Latest revision date: 09/12/2011

Version: 1.0

15. Regulatory information

United States :
U.S. Federal regulations
California Prop. 65 : Not listed.
United States Inventory (TSCA 8b) : All components are listed or exempted.
Canada inventory : Not determined.

16. Other information

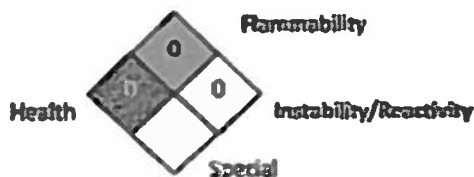
Hazardous Material Information System (U.S.A.) :

Health	1
Flammability	0
Physical hazards	0

HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA).

The customer is responsible for determining the PPE code for this material.

National Fire Protection Association (U.S.A.), Copyright ©2001:



Latest revision date: 09/12/2011
Date of previous issue: 00/00/0000
Version: 1.0

Notice to reader

General Comment: This document contains health, safety, and environmental information useful to emergency response agencies, health care providers, manufacturers, and workers/employees. It does not replace the precautionary language, use directions, or the storage and disposal information found on the product label.

Additional information: This information contained herein is, to the best of Scott's knowledge and belief, accurate and reliable as of the date of preparation of this document. However, no warranty or guarantee, express or implied, is made as to the accuracy or reliability, and Scotts shall not be liable for any loss or damage arising out of the use thereof. No authorization is given or implied to use any patented invention without a license. In addition, Scotts shall not be liable for any damage or injury resulting from abnormal use, from any failure to adhere to recommended practices or from any hazards inherent in the nature of the product.



Page: 1/1
Latest revision date: 03/09/2014
Version: 1.0

United States
Material Safety Data Sheet

The Scotts Company
14111 Scottsboro Road
Marysville, Ohio 43041
United States

24 h. EMERGENCY TELEPHONE NUMBER
CHEMTREC (U.S.) 1-800-424-9300
CHEMTREC (International) 1-703-527-3887
Non-Emergency Calls
1-937-644-0011

SCOTTS TURF BUILDER WEED & FEED 3

1. Product and company identification

MSDS # : 320000007277
EPA Registration Number: : 338-282

2. Hazards identification

Physical state : solid (Granular)

Color : Gray to Tan

Odor : Pungent

Signal word : CAUTION

Precautionary measures : Use only with adequate ventilation. Do not eat, drink or smoke when using this product. Avoid contact with eyes. Keep container closed. Wash thoroughly after handling.

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).
Keep out of reach of children.

Emergency Overview : Causes moderate eye irritation.
Avoid contact with skin, eyes or clothing.
Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.
When using this product, wear long-sleeved shirt, long pants, socks, shoes, and rubber gloves.

Potential acute health effects

Inhalation : Toxic by inhalation. Exposure to decomposition products may cause a health hazard. Serious effects may be delayed following exposure.

Ingestion : No known significant effects or critical hazards.

Skin : No known significant effects or critical hazards.

Eyes : Severely irritating to eyes. Risk of serious damage to eyes.

Target organs : Contains material which causes damage to the following organs:
kidneys
liver
skin
eyes
central nervous system (CNS)

Potential chronic health effects : See section 11 for more information.

Over-exposure signs/symptoms

- Inhalation** : No specific data.
Ingestion : No specific data.
Skin : No specific data.
Eyes : Adverse symptoms may include the following:
 pain or irritation
 watering
 redness

Medical conditions aggravated by over-exposure : None known.

See toxicological information (Section 11)

3. Composition/information on ingredients

Name	CAS number	%
Urea	57-13-6	>40 - <=70
Acetic acid, 2-(2,4-dichlorophenoxy)-	94-75-7	>1 - <=3

4. First aid measures

- Eye contact** : Check for and remove any contact lenses. Immediately flush eyes with plenty of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. Get medical attention immediately.
Skin contact : In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Wash clothing before reuse. Clean shoes thoroughly before reuse. Get medical attention immediately.
Inhalation : Move exposed person to fresh air. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. Get medical attention immediately.
Ingestion : Wash out mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention immediately.
Notes to physician : In case of inhalation of decomposition products in a fire, symptoms may be delayed.

5. Fire-fighting measures

Flammability of the product : No specific fire or explosion hazard.

Extinguishing media

- Suitable** : Use an extinguishing agent suitable for the surrounding fire.
Not suitable : None known.

Special exposure hazards : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.

Hazardous thermal : Decomposition products may include the following materials:

decomposition products	carbon dioxide carbon monoxide nitrogen oxides halogenated compounds
Special protective equipment for fire-fighters	: Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

6. Accidental release measures

Personal precautions	: No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment (see Section 8).
Environmental precautions	: Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods for cleaning up

Small spill	: Move containers from spill area. Vacuum or sweep up material and place in a designated, labeled waste container. Dispose of via a licensed waste disposal contractor.
Large spill	: Move containers from spill area. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Vacuum or sweep up material and place in a designated, labeled waste container. Dispose of via a licensed waste disposal contractor. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

7. Handling and storage

Handling	: Put on appropriate personal protective equipment (see Section 8). Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. Do not get in eyes or on skin or clothing. Do not ingest. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Empty containers retain product residue and can be hazardous. Do not reuse container.
Storage	: Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

8. Exposure controls/personal protection

Occupational exposure limits

Ingredient	Exposure limits
Urea	AIHA WEEL (1999-01-01) Time Weighted Average (TWA) 10 mg/m ³
Acetic acid, 2-(2,4-dichlorophenoxy)-	<p>OSHA PEL 1989 (1989-03-01) PEL: Permissible Exposure Level 10 mg/m³</p> <p>OSHA PEL (1993-05-30) PEL: Permissible Exposure Level 10 mg/m³</p> <p>NIOSH REL (1994-06-01) Time Weighted Average (TWA) 10 mg/m³</p> <p>ACGIH TLV (1996-05-18) Notes: The agent (mixture, or exposure circumstance) is not classifiable as to its carcinogenicity to humans. Refers to Appendix A – Carcinogens, 1996 Adoption</p> <p>TLV-TWA: Threshold Limit Value - Time weighted average</p> <p>PEL: Permissible Exposure Level 10 mg/m³</p>

Consult local authorities for acceptable exposure limits.

- Recommended monitoring procedures** : If this product contains ingredients with exposure limits, personal workplace atmosphere or biological monitoring may be required to determine the effectiveness of the ventilation or other control measures and/or the necessity to use respiratory protective equipment. Reference should be made to appropriate monitoring standards. Reference to national guidance documents for methods for the determination of hazardous substances will also be required.
- Engineering measures** : Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits.
- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Personal protection

- Respiratory** : Use a properly fitted, particulate filter respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.
- Hands** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.
- Eyes** : Protective eyewear is not required, but may be used in situations where contact is expected.

Report
version &
page

Version: version

Date of issue Date of revision: Validity date***

Date of previous issue: 06/06/2000

Skin	:	No special protective clothing is required.
Environmental exposure controls	:	Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, flame scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

9. Physical and chemical properties

Physical state	:	solid (Granular)
Flash point	:	Not Applicable
Burning time	:	Not Applicable
Auto-ignition temperature	:	Not Applicable
Flammable limits	:	Not Applicable
Density	:	34 lb/ft ³
Color	:	Gray to Tan
Odor	:	Phenoxyl
pH	:	Not Applicable
Boiling/condensation point	:	Not Applicable
Melting/freezing point	:	Not Applicable
Relative density	:	Not Applicable
Vapor pressure	:	Not Applicable
Vapor density	:	Not Applicable
Volatility	:	Not Applicable
Odor threshold	:	Not Applicable
Evaporation rate	:	Not Applicable
Viscosity	:	Not Applicable
Solubility	:	Not Applicable
Solubility in water	:	Not Applicable

10. Stability and reactivity

Chemical stability	:	The product is stable.
Conditions to avoid	:	No specific data.
Incompatible materials	:	No specific data.
Hazardous decomposition products	:	Under normal conditions of storage and use, hazardous decomposition products should not be produced.
Possibility of hazardous reactions	:	Under normal conditions of storage and use, hazardous reactions will not occur.

11. Toxicological information

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Product	LD50 Oral	Rat	> 5,000 mg/kg	-
Product	LC50 Inhalation	Rat	> 2.13 mg/l	4 h
Product	LC50 Inhalation	Rat	> 2.13 mg/l	4 h
Product	LD50 Dermal	Rabbit	> 5,000 mg/kg	-
Product	LD50 Dermal	Rabbit	> 5,000 mg/kg	-

Conclusion/Summary No known significant effects or critical hazards.

Irritation/Corrosion

Skin Non-irritating
 Eyes Mildly irritating
 Respiratory No results available.

Sensitizer

Conclusion/Summary Skin Not sensitizing
 Respiratory Not sensitizing - based on the individual components.

Chronic toxicity

Conclusion/Summary No known significant effects or critical hazards.

Carcinogenicity

Product/Ingredient name Result Species Dose Exposure
 Conclusion/Summary No known significant effects or critical hazards.

Classification

Product/Ingredient name ACGIH IARC EPA NIOSH NTP OSHA
 2,4-D (ISO) A4

Mutagenicity

Conclusion/Summary No known significant effects or critical hazards.

Teratogenicity

Product/Ingredient name Result Species Dose Exposure
 Conclusion/Summary No known significant effects or critical hazards.

Reproductive toxicity

Conclusion/Summary No known significant effects or critical hazards.

12. Ecological information

Ecotoxicity : No known significant effects or critical hazards.

Aquatic ecotoxicity

Product/ingredient name	Result	Species	Exposure
Acetic acid, 2-(2,4-dichlorophenoxy)-	Acute LC50 24.3 mg/l Fresh water	Fish - Common trout	4 d
	Acute HC50 25.9 mg/l Fresh water	Aquatic plants - Green algae	4 d

Conclusion/Summary : No known significant effects or critical hazards.

Persistence/degradability

Conclusion/Summary : No known significant effects or critical hazards.

Partition coefficient: n-octanol/water : No known significant effects or critical hazards.

Other adverse effects : No known significant effects or critical hazards.

13. Disposal considerations

Waste disposal

Disposal should be in accordance with applicable regional, national and local laws and regulations.

14. Transport information

Regulatory information	UN no.	Proper shipping name	Class	PG*	Note
DOT		Not Regulated			
IATA (C)		Not Regulated			
IATA (P)					
IMDG		Not Regulated			
TDG		Not Regulated			
PG* : Packing group					

15. Regulatory information

United States

U.S. Federal regulations : United States - TSCA 12(b) - Chemical export notification: None of the components are listed.
 United States - TSCA 8(a) - Inventory update rule (IUR): Not determined
 SARA 302/304/311/312 extremely hazardous substances: No products were found.
 SARA 302/304 emergency planning and notification: No products were found.
 SARA 302/304/311/312 hazardous chemicals: No products were found.
 SARA 311/312 MSDS distribution - chemical inventory - hazard identification: 11ex: Aca, Del Sulfuric acid ammonium salt (1.2); Aca, Del Acetic acid, 2-(2,4-dichlorophenoxy)-; Aca, Del
 United States - EPA Clean water act (CWA) section 311 - Hazardous substances: Listed Acetic acid, 2-(2,4-dichlorophenoxy)-

United States inventory (TSCA 8b) : All components are listed or exempted.

State regulations Massachusetts

: The following components are listed: Sulfuric acid ammonium salt (1.2)
 Acetic acid, 2-(2,4-dichlorophenoxy)-

New York

: None of the components are listed.

New Jersey

: The following components are listed: Sulfuric acid ammonium salt (1.2)
 Acetic acid, 2-(2,4-dichlorophenoxy)-

Pennsylvania

: The following components are listed: Sulfuric acid ammonium salt (1.2)
 Acetic acid, 2-(2,4-dichlorophenoxy)-

California Prop. 65 : Not available.

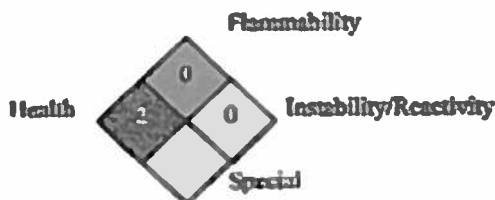
International regulations

Canada inventory : At least one component is not listed.

International lists : Australia inventory (AICS): At least one component is not listed.
 Taiwan inventory (CSNN): Not determined.
 Japan inventory: At least one component is not listed.
 Korea inventory: At least one component is not listed.
 New Zealand Inventory of Chemicals (NZIoC): At least one component is not listed.
 Philippines inventory (PICCS): At least one component is not listed.
 Malaysia Inventory (EHS Register): Not determined.
 China inventory (IECSC): At least one component is not listed.

16. Other information

National Fire Protection Association (U.S.A.):



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Date of printing : Print date
 Date of issue : Validity date***
 Version : Report version. Report version

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