

# 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.

Didd to the	District 1	BID SUMMARY		
	Diaz Group L	75		
	957 N Pulas Ki			
	Chicago, IL 60	641		İ
Phone Numbe	r 773-725- 8644	L		ļ.
Email Address	Cuben Odiazgi	ouplic.com		.1
INSERT BID T	OTAL FOR THE TWO YE	AR BASE PERIOD:	\$ 2,040,000	00 #20 4 9 97
INSERT BID T	OTAL FOR THE ONE-(ON	IE) YEAR OPTION PERIO	s 1,075,000	00 #10 68 990
INSERT BID T	OTAL FOR THE SECOND	-(ONE) YEAR OPTION PE	RIOD: \$ 1,015,000	00 \$10 68,996 00 \$1,014,996
(Bid in whole	e dollars only)		•	7,7.0
dder shall comple	ete all BF Pages and submit ONE	(1) Original and ONE (1) Copy E	ACH SUBMITTED BF PAGE/1 and the BID	
CCEPTANCE MUST	BEAR AN ORIGINAL SIGNATURE	. Failure to sign shall result in th	e entire Bid Package being deemed non-res	DERECUTION AND DONSING.
Rulen	Dia		Group LLC	
_	(Signature)		(Bidder's Name)	
Ruben	Diaz	V.P.	05-14-16	

(Title)

(Date)

(Print Name)

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# **KEY INFORMATION**

 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: <a href="https://supplier.thecha.org">https://supplier.thecha.org</a>. Electronic bid submissions only require one (1) version.

There is <u>no</u> 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 <u>before</u> the advertised date and hour for the receipt of the Bid. If the mail is delayed

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 <u>NOT</u> staple, combine or punch holes in any submitted materials. Use binder clips or paper clips <u>only</u> 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 A	acknowledges (	RECEIPT OF /	addenda:	
Number	_0[			 
Dated	05/10116			

- 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.
- 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 cleanup. 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. <u>Turf Mowing</u> 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. <u>Turf Edging</u> 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. <u>Turf Fertilization & Weed Control</u> 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. <u>Trash and Debris Removal</u> 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.

# 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 preemergence 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. <u>Mulch</u> 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, direct, 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. <u>Replacement Plantings</u> 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.

# 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

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.

### 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:
  - Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by Contractor will include:
    - 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.
- 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:

# 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
- o 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:

- 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:

- 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 <u>0</u> 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.

# 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.

- 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 <a href="https://cha.diversitycompliance.com/">https://cha.diversitycompliance.com/</a>. The Contractor acknowledges that it and its subcontractors are responsible for responding by any noted

response dates or due dates to any instructions or requests for information, and 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) <u>Automobile Liability Insurance</u>. 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 <a href="mailto:certs@thecha.org">certs@thecha.org</a> 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.

# 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.

**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
4		Certifications and Representations of Offerors Non-Construction Contract (HUD 5369-A)*
1	1	Contractor's Affidavit (CHA Ethics Policy included)*
1	1	Schedule A - MBE/WBE Utilization Plan*
1	1	Schedule B – Section 3 Utilization Plan*
1	1	Schedule C - MBE/WBE - Letter of Intent*
1		Statement of Bidder's Qualifications*
1		Subcontractor Information Submittal*
1		Contractor's Financial/Income Tax Statement
1		Equal Employment Opportunity Compliance Certificate

<sup>\*</sup> These documents are made available through the CHA's website, www.thecha.org

Rulen Diagnature)	Diaz Group Organizati	
Ruben Diaz	V,P,	05/12/16
(Print Name)	(Title)	(Date)

# **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 1-10 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this bid are true and correct    Orac Group LLC	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
Telephone No.: ( ) 7/3- 725- 8644	My Commission Expires June 24, 2018
Taxpayer ID. No::	Date Signed By Contractor 05/12/16
	11790 (Contract No.)
The Chicago Housing Authority does hereby accept the offer, bid and exceed ninty nine thousand nine hundred ninty nine (\$99,999.90) subject to all conditions and requirements as contained the Contractor agrees not to perform, and waives any and all clabillings beyond this amount without a prior written amendment work. The Contractor recognizes an affirmative duty to monitor scope of work is completed within this not-to-exceed amount.	e dollards and ninty cents lined in the "Contract Documents" laims of payment for work which would result in to this agreement authorizing said additional
The Term of this Contract is two (2) year. The "Notice to Proceed" will be issued as a separate document upon s	
By: Dionna Brookens  Date Signed: 7/15/16	Contracting Officer Chicago Housing Authority 60 East Van Buren Street Chicago Illinois 60605-1207

ATTACHMENT A

Fee Form Pages

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 <u>must</u> <u>complete all open cells in the following fields:</u>

- · 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.

# **EXPLANATION OF COLUMNS:**

- Column A (Bidder Region Selection): The Bidder Region Selection is a unique identifier for each Region Package. Bidder must check (1) 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 (Estimated Quantities): Quantities provides the number of items that CHA may be purchasing during the Term of the Contract. However, the Estimated Quantities provided are informational only and do not obligate the CHA to purchase any minimum amounts. The Bid Prices in the Fee Proposal Form Pages must be provided to the CHA for all quantities purchased, regardless of the number of Quantities listed.
- Column F (Total Bid Price): The Total Bid Price equals the Bidder's Per Region Package Price multiplied by the Estimated Quantities.
- Bid Total: Equals the sum of the Total Bid Price

# NOTE:

- Bidder must Insert BID TOTAL for Two Year Base Period on BF/Page 1.
   (For Electronic Submission: In the Supplier Portal, Bidder must enter BID TOTAL for Year 1 on Line 1 and enter Bid Price for Year 2 on Line 2. Bidders BID TOTAL for Base Bid Year 1 and Base Bid Year 2 must equal the 2 Year Base Period on BF/Page 1.)
- Bidder must Insert BID TOTAL for Option Year 1 on BF/Page 1.
   (For Electronic Submission: In the Supplier Portal, Bidder must enter Option Year 1 BID TOTAL on Line 3. Bidder must enter BID TOTAL for Option Year 1 on BF/Page 1.)
- Bidder must Insert BID TOTAL for Option Year 2 on BF/Page 1.
   (For Electronic Submission: In the Supplier Portal) Bidder must enter Option Year 2 BID TOTAL on Line 4. Bidder must enter BID TOTAL for Option Year 2 on BF/Page 1.)

If the Bidder's Per Site Price per Unit of Measure and the Total Bid Price per Unit of Measure expressed by the Bidder for any Site Price are not in agreement, the Bidder's Per Site 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



# **FEE FORM**

	Region 5	Region 3	Region 3	Region 2	Region 2	Bidder must chock  v) below which Region Package(s) Bidder is Bidding	Þ
Note: Insert Bid Total for Two Year Base Period on BF/Page 1	Region 5 Package 1 - (Base 2 Year Period)	Region 3 Package 2 - (Base 2 Year Period)	Region 3 Package 1 - (Base 2 Year Period)	Region 2 Package 2 - (Base 2 Year Period)	Region 2 Package 1 - (Base 2 Year Period)	Product Description Base-2 Years	В
Two Year Base Perio	Each	Each	Each	Each	Each	Upit of Moasure	C
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# NOTE:

Bidder must insert BID TOTAL for Two Year Base Period on BF/Page 1.

TOTAL for Base Bid Year 1 and Base Bid Year 2 must equal the 2 Year Base Period on BF/Page 1.) (For Electronic Submission: In the Supplier Portal, Bidder must enter BiD TOTAL for Year 1 on Line 1 and enter Bid Price for Year 2 on Line 2. Bidders BiD

ruben Odiazgroup 11c.com

773-725-8644 Phone Number Diaz Group LLC Name of Company 91-41-50



# FEE FORM

Region 2 Package 1	Bidder must check (1) below which Region Package(s) Bidder is Bidding Region 2 Package 1	7
Region 2 Package 2 - (First One-Year Option Period) Region 3 Package 1 - (First One-Year Option Period) Region 3 Package 2 - (First One-Year Option Period)	Product Description First One-Year Option Period Region 2 Package 1 - (First One-Year Option Period)	C.
Each Each	Unit of Magazira	C
\$  J 19,40 \$ 3,846,15	Bidder's Per Sita Price	D
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# NOIL

Bidder must insert BID TOTAL for Option Year 1 on BF/Page 1.

(For Electronic Submission: In the Supplier Portal, Bidder must enter Option Year 1 BID TOTAL on Line 3. Bidder must enter BID TOTAL for Option

Year 1 on BF/Page 1.)

Authorized Signature
Ruben Diaz / V.P.

Printed Name and Title

Fuber & diaz group 11C, com

Diaz 6 roup LLC

Name of Company

05/14/16

Date

773-725-8644

Phone Number

BF/Page 22 of 24



# **FEE FORM**

\$ 1015,000.00 1,014,996.67 P	BID TOTAL   \$	d on BF/Page 1	ar Option Perio	Note: Insert Bid Total for Second One-Year Option Period on BF/Page	
\$ 330,000,00	ω	\$110,000,00	Each	Region 5 Package 1 - (Second One-Year Option Period)	<
	136	\$1,691,17	Each	Region 3 Package 2 - (Second One-Year Option Period)	,
\$ 50,000,00 49,999.950	13	\$ 3,846,15	Each	Region 3 Package 1 - (Second One-Year Option Period)	<
\$ 135,000,00 134,989,649	134	\$  007,46	Each	Region 2 Package 2 · (Second One-Year Option Pariod)	,
\$ 370,000,00 269,997.48 P.	266	\$ 1015,03	Each	Region 2 Package 1 - (Second One-Year Option Period)	
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F	E	0	C	B	Þ

NOTE:

Bidder must insert BID TOTAL for Option Year 2 on BF/Page 1.

(For Electronic Submission: In the Supplier Portal, Bidder must enter Option Year 2 BID TOTAL on Line 4. Bidder must enter BID TOTAL for Option Year 2

Diaz Group LkC

on BF/Page 1.)

Authorized Signature

Ruben Oloz / V. P.

Printed Name and Title

ruben@diazgroup11c.com

773 - 725 - 8644 Phone Number 05-14-16

# **Department of Procurement and Contracts Contract Compliance Division**

# SCHEDULE A - M/W/DBE UTILIZATION PLAN (To Be Completed by PRIME CONTRACTOR) 06-10-16 RFP/IFB/CONTRACT/PURCHASE ORDER NO: 865 DATE FORM SUBMITTED: PROJECT TITLE: Landscaping maintenance services PRIME CONTRACTOR NAME(S): DIAZ Group LLC ADDRESS: 2957 N Pulaski, Chicago, IL CONTACT NAME/TITLE: Ruben Diaz/ Vp E-MAIL ADDRESS: ruben@diazgroupllc.com Gender: male Ethnicity: Hispanic FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO.: CONTRACT AMOUNT: \$ 100,000.00 99 999,90 95 NOTE: The M/W/DBE Total represents the sum of all of the subcontracts listed on this Schedule A, including Self-M/W/DBE TOTAL PERCENTAGE:

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.

Performing Prime's partian.

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.

# **Department of Procurement and Contracts Contract Compliance Division**

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

# I. DIRECT PARTICIPATION

	ADDRESS: 2957 N Pulaski, Chicago, IL 60841	
		TELEPHONE:
	E-MAIL ADDRESS: ruben @diazgrouptic.com	
	ORIGINAL M/W/DBE DOLLAR VALUE: 100,000.00	% of Total Contract Value: 100
	AMENDED M/W/DBE DOLLAR VALUE:	% of Total Contract Value:
	NOTE: Amended Dollar Value only used when change	ges are made and approved by Compliance during a contract.
	WORK TO BE PERFORMED/MATERIALS SUPPLIED: Landscaping	
	Anticipated Performance Timeframe (When will the con as soon as contract starts	stractor be onsite performing the work and for how long):
	COMPANY NAME:	
	ADDRESS:	
	CONTACT PERSON:	TELEPHONE:
	E-MAIL ADDRESS:	
	ORIGINAL M/W/DBE DOLLAR VALUE:	% of Total Contract Value:
	AMENDED M/W/D8E DOLLAR VALUE:	% of Total Contract Value:
		es are made and approved by Compliance during a contract.
	WORK TO BE PERFORMED/MATERIALS SUPPLIED:	
	Anticipated Performance Timeframe (When will the cont	tractor be onsite performing the work and for how long):
	COMPANY NAME:	
	ADDRESS:	
(	CONTACT PERSON.	TELEPHONE:(
	E-MAIL ADDRESS:	
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1		es are made and approved by Compliance during a contract.

# **Department of Procurement and Contracts Contract Compliance Division**

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

	2	
_		% of Total Contract Value:
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Anticipated Performa	ance Timeframe (When will the co	ntractor be onsite performing the work and for how long):
COMPANY NAME: ADDRESS:		
CONTACT PERSON:		TELEPHONE:
E-MAIL ADDRESS:	• /	
ORIGINAL M/W/DBE		% of Total Contract Value:
AMENDED M/W/DBE	DOLLAR VALUE:	% of Total Contract Value:
NOTE: Amended De	ollar Value only used when chan	ges are made and approved by Compliance during a contract.
WORK TO BE PERFOR	MED/MATERIALS SUPPLIED:	
Anticipated Performa	nce Timeframe (When will the cor	ntractor be onsite performing the work and for how long):
COMPANY NAME: _		
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E-MAIL ADDRESS:		
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AMENDED M/W/DBE	DOLLAR VALUE:	% of Total Contract Value:
NOTE: Amended Do	ollar Value only used when chan	ges are made and approved by Compliance during a contract.
WORK TO BE BEREOR	MED/MATERIALS SUPPLIED:	

# **Department of Procurement and Contracts Contract Compliance Division**

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

COMPANY NAME:				
ADDRESS:				
ONTACT PERSON: TELEPHONE:				
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 chan	ges are made and approved by Compliance during a contract.			
WORK TO BE PERFORMED/MATERIALS SUPPLIED:				
Anticipated Performance Timeframe (When will the co	ntractor be onsite performing the work and for how long):			
COMPANY NAME:				
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CONTACT PERSON:	TELEPHONE:			
E-MAIL ADDRESS:				
ORIGINAL M/W/DBE DOLLAR VALUE	% of Total Contract Value:			
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WORK TO BE PERFORMED/MATERIALS SUPPLIED:				
Anticipated Performance Timeframe (When will the cor	ntractor be onsite performing the work and for how long):			
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# **Department of Procurement and Contracts Contract Compliance Division**

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

# II. INDIRECT PARTICIPATION

A.	COMPANY NAME:	_				
	ADDRESS:	_				
	ONTACT PERSON: TELEPHONE:(					
	-MAIL ADDRESS:					
	DRIGINAL M/W/DBE DOLLAR VALUE: % of Total Contract Value:					
	AMENDED M/W/DBE DOLLAR VALUE:	_				
	NOTE: Amended Dollar Value only used when changes are mode 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):					
В.	COMPANY NAME:					
	ADDRESS:	_				
	ONTACT PERSON:					
	-MAIL ADDRESS:					
	DRIGINAL M/W/DBE DOLLAR VALUE: % of Total Contract Value:	_				
	MENDED M/W/DBE DOLLAR VALUE: % of Total Contract Value:	_				
	OTE: 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.	OMPANY NAME:					
ADDRESS:						
	ONTACT PERSON:					
E-MAIL ADDRESS:						
	ORIGINAL M/W/DBE DOLLAR VALUE: % of Total Contract Value:					
	MENDED 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						
	VORK TO BE PERFORMED/MATERIALS SUPPLIED:					
	anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):					

# **Department of Procurement and Contracts Contract Compliance Division**

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

. COMPANY NAME:					
ADDRESS:					
CONTACT PERSON: TELEPHONE:					
E-MAIL ADDRESS:	MAIL ADDRESS:				
ORIGINAL M/W/DBE DOLLAR VALUE:	% of Total Contract Value:				
AMENDED M/W/D8E DOLLAR VALUE:	% of Total Contract Value:				
NOTE: Amended Dollar Value only used when a	changes are made and approved by Compliance during a contract.				
WORK TO BE PERFORMED/MATERIALS SUPPLIED:					
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E-MAIL ADDRESS:					
ORIGINAL M/W/DBE DOLLAR VALUE:	% of Total Contract Value:				
AMENDED M/W/DBE DOLLAR VALUE:	% of Total Contract Value:				
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Anticipated Performance Timeframe (When will th	ne contractor be onsite performing the work and for how long):				
COMPANY NAME:					
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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 a	changes are made and approved by Compliance during a contract.				
WORK TO BE PERFORMED/MATERIALS SUPPLIED:					
Anticipated Performance Timeframe (When will th	ne contractor be onsite performing the work and for how long):				

# **Department of Procurement and Contracts Contract Compliance Division**

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

# **AFFIDAVIT OF PRIME CONTRACTOR**

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

The undersigned will enter into agreements with the above listed companies for work as indicated on this Schedule A within five (5) days after receipt of a signed contract executed by the Chicago Housing Authority. Copies of agreements including but not limited to joint ventures, subcontracts supplier agreements, purchase orders referencing the SPEC., RFP, or Purchase Order Number shall be forwarded to the Procurement & Contracts Department, Contract Compliance Section, 60 East Van Buren, 13<sup>th</sup> Floor, Chicago, IL 60605.

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 Prime Contractor to make this affidavit.

NAME OF PRIME CONTRACTOR (	Print or Type)		
Diaz Group LL	<u>C</u>		
AUTHORIZED OFFICER	. 1		
Ruben Diaz	Rulen Ding	05-12-16	
Name	Signature	Date	
NAME OF NOTARY (Print or Type	e)		
Oscar Garcia			
STATE OF Illinois COUNTY	OF COOL ON	THIS 12th DAY OF	
May 20 1 6 BEFO	DRE ME APPEARED (NAME) Rube	n Diaz	_ TO ME PERSONALLY
KNOWN WHO, BEING DULY SWORN, DIE	D EXECUTE THE FOREGOING AFFIDAVI	T, AND DID STATE THAT HE	OR SHE WAS PROPERLY
AUTHORIZED BY (NAME OF COMPANY)	Diaz Edpup LL	TO EXECUTE THIS	S AFFIDAVIT AND DID SO AS
HIS OR HER FREE ACT AND DEED. NOTA	RY PUBLIC	(SEAL) CO	OMMISSION EXPIRES:
June 24, 2018	Official Seal Oscar Garcia Notary Public, State of III Cook County My Commission Expires June	5	
	***************************************		

# Attachment D

Schedule B – Section 3 Utilization Plan (To be completed by Prime Contractor)

SCHEDULE B - SECTION 3 UTILIZATION PLAN  (To Be Completed by Prime Contractor)				
PRIME/GENERAL CONTRACTOR'S NAME: Diaz Group LLC				
RFP/IFB/RFQ/CONTRACT or PO NUMBER: 865 DATE FORM COMPLETED: 05-12-16				
PROJECT TITLE: Landscape Maintenance.				
contact NAME/TITLE: Ruben Diaz / VIP				
E-MAIL ADDRESS: <u>Suben @ Liazgroup 11C, COM</u>				

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

# Overview:

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

Type of	Contract	973408-R. 1078/11 859		
Contract	Amount	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

# 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 <u>required</u> to fill out the <u>Table I.b Hiring Chart-ENTIRE WORKFORCE</u> for both Prime and all <u>Subcontractors</u> in <u>Part I: Hiring</u>. This chart includes Section 3 hires, <u>AS WELL AS</u> 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 Employeed 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 <u>direct participation</u> (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.

# 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.
  - o When there is no plan or need to subcontract, please outline the reason(s) why in Table II.b. Contracting Shortfall
  - o 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:
  - O 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.

# 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 last page (page 12) must be signed and notarized. This document is subject to change, by the CHA, at any time.

Prime Contra	actor Acknowledgement of Section 3	Requirements:
Rulen	J'in	05-12-16
	Principal of Contractor	Date
Ruben	Diaz	
Print Name		·

# **Department of Procurement and Contracts- Compliance Division**

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

Part I: Hiring

# SAMPLE HURING CHART

# Table I.a: SAMPLE 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
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.	List how many employees are needed to complete the Scope of Work for each Job Title.	List how many employees are currently employed at this position.	List how many of these positions are currently open.	List the number of Section 3 hires you will commit to for each position.
Painters	10	8	2	0
Laborers	20	19	1	1
Carpenters	15	15	0	0
Bricklayers	4	4	0	0
Sprinkler Fitter	3	3	0	0
Marble Mason	1	1	0	0
Electrician	6	5	1	0
Power Equipment Operator	2	2	0	0
Iron Worker	5	5	0	0
Cement Mason	2	2	0	0
Plumber	4	4	0	0
Roofer	10	10	0	0
Administrative Assistant	2	1	1	1
Superintendent	1	1	0	0
Payroll Coordinator	1	0	1	1
			CHAR	I
CAMP	LE H	RHAD		
DATIVAL				
(6) Totals:	86	80	6	3

(7) Total New Section 3 Hires Required: (Total of column (4) x 0.3) round up to the nearest whole number	2	
(8) Percentage of New Hires that are Section 3:		50%
(Total of column (5) + Total of column (4)) × 100= % of New Hires		3070

### 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
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.	List how many employees are needed to complete the Scope of Work for each Job Title.	List how many employees are currently employed at this position.	List how many of these positions are currently open.	List the number of Section 3 hires you will commit to for each position.
Foreman	6	4	٦.	2
Labor	14	9	5	5
(6) Totals:			E 0 . E	X

(7) Total New Section 3 Hires Required: (Total of column (4) x 0.3) round up to the nearest whole number	73	
(8) Percentage of New Hires that are Section 3:		30
(Total of column (5) + Total of column (4)) × 100= % of New Hires		70

#### 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		
COMPANY NAME:  ADDRESS:  CONTACT PERSON:  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:		
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):		

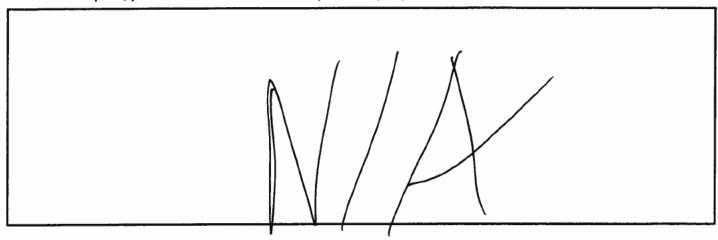
### SCHEDULE B - SECTION 3 UTILIZATION PLAN (To Be Completed by Prime Contractor)

### 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 SUPPRED: \_\_\_ 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: TELEPHONE:\_\_\_ CONTACT PERSON: 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):

### 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.



#### **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:	T
Primary Contact:	
Phone Number:	
E-Mail Address:	
Reason for not subcontracting:	
Business Name:	
Primary Contact:	
Phone Number:	
E-Mail Address:	
Reason for not subcontracting:	

### 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.

Note: An indirect subcontractor should st	il subrell a schedule C to	correspond with this infon	nation.
COMPANY NAME:ORIGINAL CONTRACT DOLLAR VALUE WORK TO BE PERFORMED/MATERIA	:/		
COMPANY NAME:ORIGINAL CONTRACT DOLLAR VALUE	1 0		
WORK TO BE PERFORMED/MATERIA	S SUPPLIED:		
Mentorship Program Participa	tion		THE WAR THE STATE OF THE STATE
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern			
Quantifiable Goals			
Anticipated Results			

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

Training Program	a
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goals	
Anticipated Results	

 ternship Program
escribe in detail the work that ill be performed by the Section 3 esident or Business Concern
uantifiable Goals
 nticipated Results
 iticipated Results

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			

#### CHICAGO HOUSING AUTHORITY (CHA)

#### **Department of Procurement and Contracts- Compliance Division**

#### 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. 5% of total contract value (Construction)- Not to Exceed \$100,000 Hiring 1.5% of total contract value (Professional Service)- Not to Exceed \$100,000 Contributing the difference between the 10% of total contract value (Construction) Not to Exceed \$500,000 actual subcontracting dollar amount and the minimum subcontracting requirement Contracting 3% (Other Contracts- including Professional Service) Not to Exceed \$500,000 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 I will submit one check to cover the full contribution amount my purchase orders By signing below, the Contractor hereby agrees to comply with the Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the CHA Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form at the time the bid or proposal is due. Froup LLC NAME OF PRIME CONTRACTOR (Print or Type) NAME OF AUTHORIZED OFFICER Day ci'a NAME OF NOTARY (Print or Type) STATE OF TILINOIS COUNTY OF COOK 20 BEFORE ME APPEARED (NAME) Ruben TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED. **NOTARY PUBLIC:**

SECTION 3 ADMINISTRATOR DATE

COMPLIANCE MANAGER'S SIGNATURE

COMMISSION EXPIRES: JUN &

INTERNAL CHA APPROVAL:

**INTERNAL CHA APPROVAL:** 

### 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: Diaz Group LLC					
Certification Status (Check One): MBE WBE DBE					
Section 3 Business Concern: Yes NO					
FEIN: ETHNICITY: Hispanic GENDER: Male					
CONTACT NAME/TITLE: Ruben DIAZ / V.P.					
E-MAIL ADDRESS: ruben @ Liazgroup 11 C. Com					
IFB/RFP/CONTRACT OR PURCHASE ORDER NO.: 865					
PROJECT TITLE: Lands cape Maintenan CODATE FORM COMPLETED: 05-12-16					
PRIME CONTRACTOR:  Ruben D/az  Olaz Group LLC (NAME) (TELEPHONE NUMBER) 773-725-8644					
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:					
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.

Diaz Group LLC	
(NAME OF MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER - PR	INT OR TYPE)
Oulen Diog	05-12-16
(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)	(DATE)
Oscar Garria	
(NAME OF NOTARY - PRINT OR TYPE)	
STATE OF Illivois COUNTY OF COOK	
	20_16
BEFORE ME APPEARED (NAME) Ruben Diaz	
to me personally known who, being duly sworn, did execute	
that he or she was properly authorized by <u>Oiaz</u> <u>Froug</u> and did so as his or her free act and deed.	to execute the amount
NOTARY PUBLIC:	(SEAL)
COMMISSION EXPIRES: JUNE 24, 2018	Official Seal Oscar Garcia Notary Public, State of Illinois Cook County My Commission Expires June 24, 2018

#### **Vendor Information**



#### Vendor Information

Business Name Diaz Group, LLC
Owner Rafael Diaz

 Address
 2957 N. Pulaski Rd

 > Map This Address
 Chicago, IL 60641

 Phone
 773-388-8644

Fax 773-388-8645

Email ruben@dtazgrouplic.com

Website http://www.diazgrouplic.com

#### Certification Information

Certifying Agency City of Chicago

Certification Type MBE - Minority Business Enterprise

Certification Date 8/12/2014

Renewal Date 9/1/2015

Expiration Date 9/1/2015

Certified Business Landscape architectural services
Description Landscaping services (except planning)

#### **Commodity Codes**

Code Description

NAICS 541320 Landscape architectural services

NAICS 561730 Landscaping services (except planning)

Customer Support

Print This Page

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# 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

Previous edition is obsolete form HUD-5369-A (11/92)

### Representations, Certifications, and Other Statements of Bidders

#### Public and Indian Housing Programs

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5	Bidder's Certification of Eligibility	2
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11.	Clean Air and Water Certification	3
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13.	Bidder's Signature	3

#### 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)(I) 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)(I) through (a)(3) above.
- full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization).
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
- (c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure
- [ ] [Contracting Officer check if following paragraph is applicable]
- (d) Non-collusive affidavit (applicable to contracts for construction and equipment exceeding \$50,000)
- (1) Each bidder shall execute, in the form provided by the PHA/ IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.
- (2) A fully executed "Non-collusive Affidavit" [✓] is, [ ] is not included with the bid.

#### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

- (b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:
- (1) [ ] has, [√] has not employed or retained any person or company to solicit or obtain this contract; and
- (2) [] has, [\sqrt{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.
- 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.

#### 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.

#### Small, Minority, Women-Owned Business Concern Representation

The bigder 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, [4] 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 \$\mathcal{Y}\$ 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)

,	rearrance approaches to	,,	
	Black Americans	[]	Asian Pacific Americans
ıЧ	Hispanic Americans	[]	Asian Indian Americans
[]	Native Americans	[]	Hasidic Jewish Americans

 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.

#### 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.

#### 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.

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" [ J is, [ ] is not included with the bid.

#### 13. Bidder's Signature

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

Nulen 5 m 05-12-16

(Signature and Date)

Ruben Diaz

(Typed or Printed Name)

V. P.

(Title)

Diaz Group LLC

(Company Name)

2957 N, Pulas Ki

### **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:

- Non-construction contracts (without maintenance) greater than \$100,000 use Section I,
- 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
- Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II

### Section 17-Catales 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 been titled 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
  - appeals under the clause titled Disputes;
     titigation 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, <u>except</u> for disputes arising under clauses contained in Section III. <u>Labor Standards Provisions</u>, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the ments 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
  - 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 there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit

#### 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 pubic 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.

#### 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,
- 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

- 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:

- Agency and legislative liaison by Own Employees.
  - (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
  - (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time
  - (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
  - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and.
  - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
  - (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
  - (1)Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
  - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission, and
  - (3)Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
  - (e) Only those activities expressly authorized by subdivision (b)(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)(i) of this clause, does not apply in the case of-
    - (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
    - (ii) Any reasonable payment to a person, other than an officer or employee of a

- person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations
- (b) For purposes of subdivision (b)(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:
  - 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.

- 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.

#### **CONTRACTOR'S AFFIDAVIT**

Bidder/Proposer Name: Bidder/Proposer Addre		LLC 60641	
IFB/RFP NUMBER:	865		
Federal Employee I.D. #		or Social S	Security #:
bid/ this Sect the C sign Con vent Affic state Dep deta	proposal to the Chicago Contractor's Affidavit. Sions which require the Contractor should be and notarizing Section tractor is a joint venture, ture partners must submidavit. In the event the Comments contained herein,	Housing A ontractor to ould compon XIV. Plathe joint voit it a separate ontractor in the Contractor to the Contractor to the circum	acts of the CHA and provide a
The undersigned Ruber	Diaz	as	V,P,
	(Name)  L Group LLC  iness Name)	("	(Title) 'Contractor") having been duly
sworn under oath certifie	es that:		
I.	DISCLOSURE OF O	WNERSH	IIP INTERESTS
bid/proposal/contract.	Complete all blanks by e	ntering the	ing information with their e requested information or if the r is none, please answer "none".
Bidder/Proposer is a: (Check One)	Corporation Partnership Joint Venture	[]	Sole Proprietor Not-for-Profit Corporation Other

#### CONTRACTOR'S AFFIDAVIT

	4.000	0.00.00
Average Annual Sales - La		,000,00
Current Net Worth: 400	00,000,00 Da	ate Business Started
SEC	CTION 1. FOR PROFIT	CORPORATIONS
a. Incorporated in t	the State of	
b. Authorized to do	the State ofo business in the State of	Illinois YES[] NO []
	cers of corporation (or A	ttach List): Names of all directors of
NAME (Print/Type)	Title (Print/Type) Nar	ne (Print/Type Title (Print/Type)
1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		eholders, indicate here or attach a list of and the percentage interest of each.
NAME (PRINT/Type)	Address	Ownership Interest
		%
		%
		%
		76
	_	%
e. Is the corporation Corporations?	n owned partially or com	pletely by one or more other
YES [ ] NO [	[ ]	
		olders, indicate here or attach a list of owning shares equal to or in excess of 10%

#### CONTRACTOR'S AFFIDAVIT

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

NAME (PRINT/Type)	Address	Ownership Interest	
	-		%
			%
			%
SECTION 2. PAR		he requirements of this Section 1 w nclosing, with its bid/proposal, a c	vould
	contained therein.	ual report and/or Form 10-K if the	е
information is o	SECTION 2. PA a partnership, indicate	•	
information is of the bidder/proposer is and the percentage of into	SECTION 2. PA a partnership, indicate erest of each therein.	RTNERSHIP	h list
information is of the bidder/proposer is and the percentage of into NAME OF PARTNERS (I	SECTION 2. PA  a partnership, indicate erest of each therein.  Print/Type)	the name of each partner (or attace  PERCENTAGE INTERES	h list
information is	section 2. PA  a partnership, indicate erest of each therein.  Print/Type)	the name of each partner (or attace  PERCENTAGE INTERES	h list ST %

#### 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.

#### **CONTRACTOR'S AFFIDAVIT**

	Name	e(s) of Principal(s)	(Print/Type)	-		
person or le	gal en	st of a spouse or any other party is constructively controlled by another gal entity, state the name and address of such person or entity possess and the relationship under which such control is being or may be				
SECTION 4		NOT-FOR-PROF	IT CORPORATIONS			
	do bus ficers	siness in the State of of corporation (or A	f Illinois YES[] Attach List): Names o	NO [ ] f all directors of		
NAME (Print/T	ype)	Title (Print/Type)	Name (Print/Type	Title (Print/Type)		
	-	<del></del>				
	⊶					

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.

a. b. c.

#### 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.
  - 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
  - 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.
- 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-

#### CONTRACTOR'S AFFIDAVIT

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 ILCS5/33E-1 et seq. Failure to submit this statement as part of the bid/proposal will make the bid non-responsive and not eligible for award consideration.

#### B. <u>SUBCONTRACTOR'S ANTI-COLLUSION AFFIDAVIT</u>

- 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

#### CONTRACTOR'S AFFIDAVIT

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.

- 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

- 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.

#### **CONTRACTOR'S AFFIDAVIT**

- 3. For purposes of Section II (A) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted (See, 720 ILCS 5/33E-3).
- 4. For purpose of Section II (A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contract (See, 720 ILCS 5/33E-4).

#### III. STATE TAX DELINQUENCIES

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

- 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.
- 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

#### CONTRACTOR'S AFFIDAVIT

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
- 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:
  - 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 pubic (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.

#### CONTRACTOR'S AFFIDAVIT

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

#### VI. EPA CONTRACTOR LISTING

- A. Bidder/Proposer/Contractor shall comply with all applicable standards, orders and/or requirements established by and/or pursuant to:
  - 1. The Clean Air Act (42. U.S.C. 4701 et. seq.), as amended;
  - 2. The Clean Water Act (33 U.S.C. 1251 et. seq.), as amended;
  - 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;
  - 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;
  - 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.

#### CONTRACTOR'S AFFIDAVIT

- 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, subgrants, 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.

#### **CONTRACTOR'S AFFIDAVIT**

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

#### VIII. CERTIFICATION OF NONSEGREGATED FACILITIES

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

- A. <u>REPORTS</u>: 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. <u>PRIOR REPORTS</u>: 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. <u>CERTIFICATION OF NONSEGREGATED FACILITIES</u>: 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

#### CONTRACTOR'S AFFIDAVIT

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification of Nonsegregated 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

#### CONTRACTOR'S AFFIDAVIT

#### 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. <u>SECTION 3 CERTIFICATION</u>

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. \_\_\_\_\_\_ 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.

#### **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.

Rulen Diay
Signature of President or Authorized Officer
Ruben Diaz
Name of President or Authorized Officer
V, P.
V, P, 773- 725-8644
Telephone Number
State of Thinois  County of Cook  Signed and sworn to before me this 12 <sup>th</sup> day of May 20 1 6  by
Ruben Diaz (Name) as V. P.
Nuben Diaz (Name) as V. P.  (Title) of Diaz Group LLC (Contractor)
Notary Public Signature  Official Seal Oscar Garcia Notary Public, State of Illinois Cook County My Commission Expires June 24, 2018

# CHICAGO HOUSING AUTHORITY Department of Procurement & Contracts

#### EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

Landscaping Maintenance	Services	865
(IFB or RFP Title or P.O. Commodity Descrip	tion)	(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. <u>REPORTS</u>: 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 offers is prescribed in 18 U.S.C. 1001).

# CHICAGO HOUSING AUTHORITY Department of Procurement & Contracts

#### **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

- D. <u>AFFIRMATIVE ACTION COMPLIANCE PROGRAM</u>: 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. <u>CURRENT WORKFORCE</u>: 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 follow:

JOB CLASSIFICATION	TOTAL EMPLOYEES	WHITE				HISPANIC		OTHER	
		Male	Female	Male	Female	Male	Female	Male	Female
OFFICIALS	3					3			
CRAFT (SKILLED)	8					8			
LABORERS (UNSKILLED)	40	1				39			
CLERICAL	3			ંટ	3				7 E
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EXECUTED	THIS 2	14	DAY	OF M	19	20_16	
BY	(SIGNATU	D'is					
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TITLE	(PRINCIPA	AL)	_				

FIRM NAME	STREET ADDRESS	12
Diaz Group LLC	2957 N Palos Ki	1331
CITY, STATE, ZIP CODE	TELEPHONE NUMBER	
Chicago IL 60641	773-725-8644	

# CHICAGO HOUSING AUTHORITY Department of Procurement & Contracts

#### 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. Purther, any changes to the subcontracturs 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 indicated box below

IFB/RPF/P.O. TITLE	IFB/RFP/P.O. NO. PAGE
Landscape Maintenace Service	865 OF 1
My (our) firm(s) WILL NOT SUBCONTRACT any portion of the sco SUBCONTRACTOR NAME AND ADDRESS	pe of work for this IPB, RFP or P.O. SCOPE OF WORK
RiRojas Landscapes	Landscaping
If a foint venture, a principle from EA	CH faint venture business must sign below.
CONTRACTOR'S NAME	BY (SIGNATURE OF PRINCIPLE) TITLE
Diaz Group LLC	Rulen Dig V.P.
APPROVED BY CONTRACT COMPLIANCE	RECEIVED BY OCAM
NAME TITLE DATE	NAME TITLE DATE

Page 1 of 1

Subcontractor Information Submittal®

Revised 6/10/09

### **CHICAGO HOUSING AUTHORITY**

## **Department of Procurement & Contracts**

## STATEMENT OF BIDDER'S QUALIFICATIONS

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AME		CAPACITY	icio O	T DLIDIU	· COMPANI
Ruben Olaz Ir	Sign				
latoel Diaz	Sign				
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Jesus Nevores	1 -19				
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hicago, 11 60641	Rosali	inda Rivera		347-928-	305 (
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r support your ability to successfully	complete th	e scope of work of this	s RFP/Sp	ec.)	icas which are simular
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Region 2 - Package 1

Deales	December Name	Donner Address
Region 2	Property Hame 031-SS Region 2	Property Address 5400 W GRACE
2		5219 - 5225 W GALEWOOD AV
2	031-SS Region 2	
2	031-SS Region 2	5227 - 5243 W GALEWOOD AV
	031-SS Region 2	5338 - 5360 W HANSON AV
2	031-SS Region 2	5254 - 5310 W HANSON AV
2	031-SS Region 2	2956 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	4944 - 4954 N KIMBALL AV
2	031-SS Region 2	2920 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	2868 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	926 N MOZART ST
2	031-SS Region 2	5946 W GUNNISON ST
2	031-SS Region 2	8718 W SUMMERDALE AV
2	031-SS Region 2	736 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	928 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	925 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	8558 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

Region 2 - Package 1

Penton	Property Name	Dronner Address
Region 2	031-SS Region 2	Property Address 5146-5148 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	3754-3756 W EASTWOOD AV
2	031-SS Region 2	2626 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	2900-02 N KENOSHA AV
2	031-SS Region 2	4621-4623 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	1246 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	900-904 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	3551 W PALMER ST
2	031-SS Region 2	3557 W PALMER ST
2	031-SS Region 2	3561 W PALMER ST
2	031-SS Region 2	3567 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	2617 W POTOMAC AV
2	031-SS Region 2	2020 N PULASKI RD
2	031-SS Region 2	876-880 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	2905 W WALTON ST
2	031-SS Region 2	2933-37 W WALTON ST
2	031-SS Region 2	2951-61 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
4	031-SS Region 2	1308 N ARTESIAN AV

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 CAHILL 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		
2	031-SS Region 2	4639 N HAMLIN AV
	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	1978 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
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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	1256 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	6812-6816 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	1635 N SAWYER AV
2	031-SS Region 2	1819 N SAWYER AV
2	031-SS Region 2	2942 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	1657 N WHIPPLE ST
2	031-SS Region 2	2500 N SPAULDING AV
2	031-SS Region 2	2737 N MERRIMAÇ AV
2	031-SS Region 2	2830 N AUSTIN AV
2	031-SS Region 2	2937 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	2606 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

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	3346 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	2956 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	2947 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	2941 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-Flannery	1507 & 1531 N. CLYBOURN
2	062-trene McCoy Gaines	3700 W. CONGRESS
2	064-Lorraine Hansberry	5670 W. LAKE
		266 Total Sites

<sup>\*</sup> 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.

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-Horner - 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-Horner - 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-Horner - Westhaven	2243 W WASHINGTON BL
2	093-Homer - Westhaven	3037-3039 W WASHINGTON BL
2	093-Homer - Westhaven	1810 W ADAMS ST
2	093-Horner - Westhaven	2127 W WARREN BL
2	093-Horner - Westhaven	2105 W WARREN BL
2	093-Horner - Westhaven	2959 W WARREN BL
2	093-Horner - Westhaven	3126 W WARREN BL
2	093-Horner - Westhaven	2203 W WASHINGTON BL
2	093-Horner - Westhaven	2201 W WASHINGTON BL
2	093-Homer - Westhaven	2947 W WARREN BL
2	093-Horner - Westhaven	2909 W WARREN BL
2	093-Horner - Westhaven	3122 W WARREN BL
2	093-Homer - Westhaven	2817 W WARREN BL
2	093-Homer - Westhaven	2671 W WARREN BL
2	093-Horner - Westhaven	2673 W WARREN BL
2	093-Horner - 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	2902 W WARREN BL
2	093-Homer - Westhaven	2200 W WARREN BL
2	093-Horner - Westhaven	150 S ALBANY AV
2	093-Homer - Westhaven	314 S WHIPPLE ST
	093-Homer - Westhaven	2728 W ADAMS ST
2	093-Homer - Westhaven	3140 W WARREN BL
2	093-Horner - Westhaven	2851 W MONROE ST
2	093 Horner - Westhaven	2926-28 W ADAMS ST 204 S ALBANY AV
2	093-Horner - Westhaven	
2	093-Homer - Westhaven 093-Homer - Westhaven	2859 W WASHINGTON BL
2	093-Homer - Westhaven	3040 W JACKSON BL 2951 W WILCOX ST
2	093-Homer - Westhaven	2924 W WILCOX ST
2	093-Homer - Westhaven	2923 W WILCOX ST
2	093-Horner - Westhaven	3052 W JACKSON BL
2	093-Homer - Westhaven	2850 W WILCOX ST
2	093-Horner - Westhaven	2822 W ADAMS ST
2	093-Homer - Westhaven	325 S FRANCISCO AV
2	093-Homer - Westhaven	327 S FRANCISCO AV
2	093-Horner - Westhaven	2738 W WILCOX ST
2	093-Horner - Westhaven	3020-3022 W JACKSON BL
	SSS-FROMES - TESPHOTON	SVEVENUE TE SNORSON DL

Region 2 - Package 2

Region	Property Name	Property Address
2	093-Homer - Westhaven	2311-2313 W ADAMS ST
2	093-Horner - Westhaven	2113-2115 W WARREN BL
2	093-Homer - Westhaven	205 S ALBANY AV
2	093-Horner - 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-Horner - Westhaven	2712 W MONROE ST
2	093-Homer - Westhaven	314 S RICHMOND ST
2	093-Horner - Westhaven	126 S SACRAMENTO AV
2	093-Homer - Westhaven	19 S HOYNE AV
2	093-Horner - Westhaven	25 S HOYNE AV
2	093-Homer - Westhaven	2208 W JACKSON BL
2	093-Homer - Westhaven	2210 W JACKSON BL
2	093-Horner - Westhaven	2337 W MONROE ST
2	093-Horner - 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	2106 W WASHINGTON BL
2	093-Homer - Westhaven	2106 W WASHINGTON BL
2	093-Homer - Westhaven	2116 W WASHINGTON BL
2	093-Homer - Westhaven	2116 W WASHINGTON BL 2224 W WASHINGTON BL
2	093-Horner - Westhaven	2255 W WASHINGTON BL
	093-Homer - Westhaven	2259 W WASHINGTON BL
2	093-Homer - Westhaven	2307 W WASHINGTON BL
	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-Horner - Westhaven	2237 W WARREN BL
2	093-Horner - Westhaven	2248 W WARREN BL
2	093-Homer - Westhaven	2325 W WASHINGTON BL
	093-Horner - Westhaven	2325 W WARREN BL
2	093-Horner - Westhaven	2328 W WARREN BL
2	093-Homer - Westhaven	2335 W WASHINGTON BL
2	093-Homer - Westhaven	2336 W JACKSON BL
2	093-Horner - Westhaven	2227 W MONROE ST
2	093-Horner - Westhaven	2222 W MONROE ST
2	093-Homer - Westhaven	2254 W MONROE ST
2	093-Homer - Westhaven	2252 W MONROE ST
2	093-Horner - 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-Horner - 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 Harner Super Block	129A-135C N LEAVITT ST
2	156-Henry Homer Super Block	2010-2066 W RANDOLPH ST
2	156-Henry Homer Super Block	128-1368 N HOYNE AV
2	156-Henry Homer Super Block	2140-2150B W MAYPOLE AV
2	156-Henry Horner Super Block	2013-2021 W RANDOLPH ST
2	156-Henry Homer Super Block	2014-2042 W MAYPOLE AV
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Region 2 - Package 2

Region	Property Name	Property Address
2	156-Henry Horner Super Block	129A-139C N HOYNE AV
2	156-Henry Horner Super Block	2029-2053 W RANDOLPH ST
2	156-Henry Homer Super Block	2112A-2120 W MAYPOLE AV
2	156-Henry Horner 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 Horner Super Block	2100-2106 W RANDOLPH ST
2	156-Henry Homer Super Block	2101-2103 W RANDOLPH ST
2	156-Henry Horner Super Block	2153-2159 W RANDOPLH ST
2	156-Henry Horner Super Block	2113A-2123B W MAYPOLE AV
2	156-Henry Horner 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 Horner Super Block	2137A-21478 W MAYPOLE AV
		134 Total Sites

<sup>\*</sup> 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

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 69TH 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 Slater Apts.	4218 S COTTAGE GROVE
3	084-Judge Slater Apts	740 E 43RD ST
3	086-Robert Lawrence	655 W 65TH ST
		13 Total Sites

<sup>\*</sup> 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.

Region 3 - Package 2

Region	Property Name	Property Address
3	013-Dearborn Homes	2840 S. Dearborn
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 46TH 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	345-59 W 42ND PL
3	033-SS Region 3	348-360 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	1426-32 E 67TH PL
3	033-SS Region 3	1533 E 67TH PL
3	033-SS Region 3	1432 E 68TH ST

Region 3 - Package 2

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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
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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		4416 S UNIVERSITY AV
	033-SS Region 3	4546 S OAKENWALD AV
3	033-SS Region 3	
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	4365 S GREENWOOD AV
3	033-SS Region 3	4448 S UNIVERSITY AV
3	033-SS Region 3	900 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	0.39-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 039-Washington Park	5132-5146 S CALUMET AV 4501-4515 S CHAMPLAIN AV
3		
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	4514-4516A 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	4023-40258 S MICHIGAN AV

Region 3 - Package 2

3	039-Washington Park	5300-5306 S WOODLAWN AV
3	039-Washington Park 039-Washington Park	4417-4427 S WABASH AV 4153-4157 S WABASH AV
3	039-Washington Park	4033-4043 S WABASH AV
3	039-Washington Park	4010-4024 S WABASH AV
3	039-Washington Park	4626-4636 S WABASH AV
3	039-Washington Park	4614-4624 S WABASH AV
3	039-Washington Park	4517-4519 S WABASH AV
3	039-Washington Park	4441-4447 S PRAIRIE AV
3	039-Washington Park	4013-4027 S PRAIRIE AV
3	039-Washington Park	4012-4014 S PRAIRIE AV
3	039-Washington Park	4008-4010 S PRAIRIE AV
3	039-Washington Park	3948-3954 S PRAIRIE AV
3	039-Washington Park	3940-3946 S PRAIRIE AV

<sup>\*</sup> 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.

Region 5 - Package 1

Region	Property Name	Property Address
5	002-Altgeld/Murray	950 E. 132nd Place
5	025-Lowden	200 W. 95th Street
5	038-Trumbull	2437 E. 106th Street
		3 Total Sites

<sup>\*</sup> 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.

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## ILLINOIS DEPARTMENT OF AGRICULTURE **BUREAU OF ENVIRONMENTAL PROGRAMS**

STATE OF ILLINOIS DEPARTMENT OF AGRICULTURE SPRINGFIELD, ILLINOIS

LIC # CA 03173798 EXPIRES December 31, 2016

DIAZ GROUP LLC RUBENA DIAZ A 2957 N PULASKI CHICAGO IL 60641

SIGNATURE

(CUT ALONG DOTTED LINE)

ILLINOIS PESTICIDE ID CARD

FAC# SG0311791000

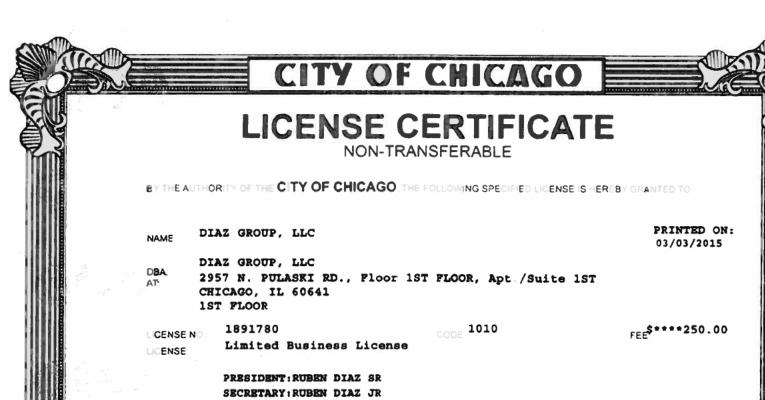
LIC # CA 03173798 COMMERCIAL APPLICATOR

GENERAL STANDARDS

RUBENA DIAZA

Turf

IL406-1122 X021-406-0030



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

**EXPIRATION DATE** 

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

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

WITNESS THE MAND OF THE MAYOR OF SAID CITAMRCH HE CORPORATE SEAL THEREOF THIS

Ralm Eman





#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/11/2016

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

	he terms and conditions of the polic ertificate holder in lieu of such endor				encors	ement. A sta	itement on ti	his certificate does not c	onter	rights to the
PRO	OUCER				CONTA	ĊŤ				
Jos	eph M. Wiedemann & Sons Inc.				PHONE	E-1. (630) 3	377-0500	FAX Nov	(847)	228-8505
	East Main Street nt Charles, IL 60174				ADDRE	ss:		T (AUC, NO).	(/	
								RDING COVERAGE		NAIC #
					INSURI	RA: Ohio Se	ecurity insi	ırance Company		24082
INS	JRED				INSUR	RB: Ohlo C	asualty Ins	urance Co.		24074
	Diaz Group, LLC				INSURI	ER C :				
	2957 N. Pulaski Street				INSURI	ERD:				
	Chicago, IL 60641				INSURI	ER E :				
			NAME OF THE OWNER.		INSUR	ERF:				
				E NUMBER:				REVISION NUMBER:		
1	HIS IS TO CERTIFY THAT THE POLICI IDICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PER POLI	TAIN, CIES.	ENT, TERM OR CONDITION, THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	ON OF A	ANY CONTRA Y THE POLIC REDUCED BY	CT OR OTHE! IES DESCRIE PAID CLAIMS	R DOCUMENT WITH RESPE BED HEREIN IS SUBJECT 1	ECT TO	WHICH THIS
INSF	TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	rs	
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	x		BKS56832810		08/24/2015	08/24/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s	1,000,000
	Commonweat 11 coccur	^	1					MED EXP (Any one person)	5	15,000
			1					PERSONAL & ADV INJURY	5	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER		1					GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO- LOC	l						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER								\$	
	AUTOMOBILE LIABILITY	T-						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	X ANY AUTO	x		BAS56832810		08/24/2015	08/24/2016	BODILY INJURY (Per person)	\$	
-	ALL OWNED SCHEDULED AUTOS	l						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS		l					PROPERTY DAMAGE (Per accident)	\$	
		1	1						\$	
	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	5,000,000
В	EXCESS LIAB CLAIMS-MADE	J		USO56832810		08/24/2015	08/24/2016	AGGREGATE	\$	5,000,000
	DED X RETENTIONS								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH-		
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		XWS56832810		08/24/2015	08/24/2016	E L EACH ACCIDENT	\$	1,000,000
	(Mandatory In NH)		1					E L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<u> </u>						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
			1							
		ł								
<u></u>			<u> </u>							
IFB	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC Event No 865 (2016) ago Housing Authority is listed as an a lives form.								to Liat	ollity. Umbrella
CE	RTIFICATE HOLDER				CANO	ELLATION				
	Chicago Housing Authority c/o Pamela Seanior, CPPB-S Dept of Procurement and Co			curement Specialist	SHO THE ACC	OULD ANY OF TEXPIRATION CORDANCE WI	N DATE TH	ESCRIBED POLICIES BE GA EREOF, NOTICE WILL I Y PROVISIONS.		
	60 E Van Buren, 13th Floor Chicago, IL 60605					RIZED REPRESE				
ı	CITICALO, IL 00003				1 >4	March Heart	***			



#### References

East Lake mgmnt Altgeld Murray Homes - Alicee Cade (773) 291-6075 acade@chacontractor.org

Brandon Rux- University of Chicago (773) 612-9465 brux@uchicago.edu

East Lake mgmnt trumbull Park homes- La'mon Sullivan (312) 636-6005 | Isullivan@chacontractor.org

City of Berwyn- Robert Schiler (708) 334-1387 Rschiller@ci.berwyn.il

Frank Hedquist- Cherry Logistics (630) 859-3308 frankh@cherrylogistics.com

#### **Current Commercial Customers**

Back Of the Yards Neighboorhood University of Chicago

Stockyard Industrial Park Advantage Management

Arnel Management Inc. Consolidated Chemicals

Choy Brothers Inc. Kass Management

C&K LLc Cherry Logistics/ Jewel Osco / CVS

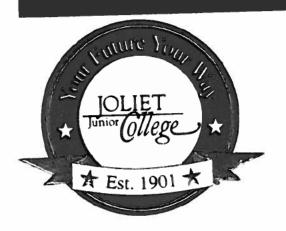
Chicago Press Incorporated Method Construction

Central Savings Bank Rosen Property Management

Capstone Property Management Covenant Prespiterian Church

First Community Management Bradley Place Holdings LLC (office Park)

Chicago Hausing Authority Chicago Transit Authority



The Board of Trustees of Joliet Junior College, upon recommendation of the President and the Faculty, has awarded

## RUBEN DIAZ

the degree of

# Associate in Applied Science Horticulture

(Landscape Management Option)

With all rights and honors thereto appertaining given at Joliet. Illinois: this nineth day of May. 2008.

President of the College

Chairman Board of Trustees



SHADOWMASTER	4U0151428YA000062	T1
CHEVROLET	1GB3CYC86FF623170	22
CHEVROLET	1GB4CYC80FF528558	21
CHEVROLET	1GC0KUEG7GZ123579	20
CHEVROLET	1GC2KVEG7FZ502420	19
FORD	1FDAF56R99EA74552	18
STERLING	49HAADBV94DM83390	17
STERLING	2FZHAWAK93AM05658	16
CHEVROLET	1GCHK29U44E159918	15
FORD	1FTSX2BY9AEA26359	14
INTERNATIONAL	1HTSMABM71H389423	13
GMC	1GTHK23G43F203685	12
CHEVROLET	1GCHK23K48F185541	11
MITSUBISHI	JW6CCJ1G8WL000745	10
CHEVROLET	2GCEK13Z071103448	9
CHEVROLET	1GCEK29099Z141124	<b>∞</b>
FREIGHTLINER	1FV6HJAA7YHG80029	7
INTERNATIONAL	1HTSCAAM7YH272195	6
INTERNATIONAL	1HTSCAAM61H362296	5
INTERNATIONAL	1HTSCABMXSH657109	4
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Momer	LZ27LKA60	EXMARK	325168	CLM-07
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	22306 TX 420/ 425	TORO	240000907	CUL-01
	SPORTSMAN 670	POLARIS	4XAMH57A4EA615391	M-03
	SPORTSMAN 670	POLARIS	4XASEA575FA643038	M-02
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Inventario de Maquinaria	DIAZ GROUP LLC
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			RLMOS	21cm	Motor honda GXV 160	BOB CAT	Residential Lawn Mower
			RLM04		22" 190CC	TORO	Residential Lawn Mower
		MOTOR EASY START GS V160	RLM03	MAJA-1016015	HRC2163PDA	HONDA	Residential Lawn Mower
		NO COSTAL	RLM02	10022462		BRIGGS & STRATTON	Residential Lawn Mower
		NECESITA CARBURADOR	RLM01		MOTOR HR214	HONDA	Residential Lawn Mower
			\$M01	15990	PRX130	Proxis Illinois corp Motor power Train 13hp PT1300E	STUMP MACHINE
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new shorewood home &auto fac 13353 4/23/16	74		8814	506385449	MAGNUN BR601	STIHL	BACKPACK BLOWERS
mar	grupo 5		8813	502899409	MAGNUN BR600	STIHL	BACKPACK BLOWERS
	TEMO		8812	11104034	GZS1N6	REDMAX	BACKPACK BLOWERS
apretract basing	12		8811	502258638	MAGNUN BR600	STIHL	BACKPACK BLOWERS
			8810	502258643	MAGNUN BR600	STIHL	BACKPACK BLOWERS
marcado	ciudad angei		8809	299700565	MAGNUN BRSSO	STIHL	BACKPACK BLOWERS
marcado	ciudad angei		8808	298889591	MAGNUN BR600	STIHL	BACKPACK BLOWERS
mar			8807	288766401	MAGNUN BR600	STIHL	BACKPACK BLOWERS
MARCADA	PABLO (T3)		8806	500780298	MAGNUN BR600	STIHL	BACKPACK BLOWERS
MARCADA	PABLO (T3)		8805	298889620	MAGNUN BR600	STIHL	BACKPACK BLOWERS
MARCADA	GARY (T2)		8804	298889985	MAGNUN BR600	STIHL	BACKPACK BLOWERS
MARCADA	GARY (T2)		8803	298889972	MAGNUN BR600	STIHL	BACKPACK BLOWERS
MARCADA	T4		8802	47468	₽87701	ЕСНО	BACKPACK BLOWERS
MARCADA	71		8801	502120946	MAGNUN BR600	STIHL	BACKPACK BLOWERS
			PP01	79547366	НТ131	STIHL	POLE PRUNERS Chainsaw
MARCADA	PABLO (T3)	TRAILER 3	P£02	297579794	FC95Z 2/8"	STIHL	POLE HANDHELD EDGER
marcada	72	TICKET 0199	PE01	297579801	FC95	STIHL	POLE HANDHELD EDGER
MARCADA	12		PHOS	503033427	HL45	STIHE	POLE HEDGE Trimmer
OJO TATUĆO PARTIDO			РН01	D094831	ТРН260РҒ	TANAKA	POLE HEDGE Trimmer
MARCADA	PABLO (T3)		РН03	\$77812001355	HCA 26	ECH0	POLE HEDGE Trimmer
	12	TICKET 0196	PH02	283669545	НГ100	THILS	POLE HEDGE Trimmer
MARCADA			PH01	0096808	TPH260PN	TANAKA	POLE HEDGE Trimmer
MARCADA	3		HH07	576812009482	SH185	OHO3	HANDHELD HEDGE Trimmer
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MARCADA	=		HHOS	503043049	HS4SC	STIHL	HANDHELD HEDGE Trimmer
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marcada	71	TICKET 0216	нн02	TJ023VAY55/ 000848	KHS51100A	KAWASAKI	HANDHELD HEDGE Trimmer
marcada	T4	TICKET 0197	ннот	586012020151	SHC2255	OH03	HANDHELD HEDGE Trimmer
	Grupos de trabajo	OBSERVACIONES	copico	serial	modelo	Marca	machine
				Inventario de Maquinaria	Invent		
	ARIA	MAQUINARIA	C	DIAZ GROUP LLC	UIA	ING CONTRACTORS	CAPS A
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	no esta	38751	SB07	314006694	721 RC 21" 212cc ohv 4	Toro	Snow Blowers
	no esta	38451	\$806	312006603	621 R 21" 163cc ohv 4	Toro	Snow Blowers
	0	38451	<b>SB</b> 05	312001999	621 R 21" 163cc ohv 4	Toro	Snow Blowers
		38453/81027	\$804	312002783	621 R 21" 163cc ohv 4	Toro	Snow Blowers
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	RUMA		HS01	500084578	KM110R	STIHL	HANDHELD SWEEPER
		hp 2,2, 58kg, 129lb	TF03	20250939	RAMMER BSS0-2	Wacker Neuson	JUMPING JACK TAMPERS
		Engine family dw1x5.800rmr	TF02	.520000864300419		Wacker Neuson	JUMPING JACK TAMPERS
			TF01	2019056/0009384	RAMMER BS50-2	Wacker Neuson	JUMPING JACK TAMPERS
	mar	200 AMP Micro Alambre	SLOS			SCHUMACHER	cargador de bateria
	mar	200 AMP Micro Alambre	SL04			SCHUMACHER	cargador de bateria
	mar	5000 WATTS ELECTRODO	\$103		RENEGADO 180	MILLER	GENERATOR and SOLDADOR
	mar	225 AMP.	SL02	9422703	AC-225	LINCOLN ELECTRIC	SOLDADOR y cargador
	mar	200 AMP Micro Alambre	\$101			SCHUMACHER	cargador de bateria
MARCADA	ВЕТО		PW05	87525	<b>FHH18A</b>	WC CULLOCH	POWER WASH
		3750 PSI MAX, 4.0 GPM	PW04		66DX40G11	DEWALT	POWER WASH
	mar	3000PSi Motor Honda 6cv 190	PW03	GCV190LA	NSAP T9813	HUSKY	POWER WASH
	mar	2000-3100 PSI	PW02	107214030074889	210 GA	GENERAC	POWER WASH
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		Motor honda 5.5 Gx 160 AÑO 2000 GREEN	AW02	510230	544881H	RAYAN	Aerators Walk Behind
	11	AÑO 1997	AW01	506143	544883A 24"	RAYAN	Aerators Walk Behind
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		Motor Briggs & stration	PRO2	960125 YE	135202	Blue Bird	Power Rake
	PABLO		PRO1	A10N1257	Motor honda 5.5 Gx 160	Blue Bird	Power Rake
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	2005	SD04	SD03	SD02	\$001	SB44	SB43	SB42	S841	SB40	SB39	\$838	SB37	\$B36	\$835	SB34	\$833	SB32	\$831	SB30	SB29	SB28	\$827	SB26	SB25	SB24	\$823	SB22	SB21	SB20	\$819	8182	\$817	SB16	\$815	SB14	SB13	\$812	\$811	SB10	CODIGO		LC .
						38458/13069	38458/11682	38458/11685	38458/11793	38458/12426	38458/11657	38458/13084	38458/11634	38458/12112	38458/11892	38458/12443	38458/12376	38458/12401	38458/13047	38458/11549	38458/11663	38458/11870	38458/11933	38458/13062	38458/12971	38515	38451	38451	38587	38583	38583/81007	38451	38751	38751	38451	38453/81002	38453	38451	38451	38453/81026	OBSERVACIONES		INVENTARIO MAQUINARIA
						puede ser la 9	puede ser la 8	puede ser la 7	puede ser la 6	pued ser la 1									Grupo D					Ruben house									Α	0	n	2	6	4	4	2	Grupos de trabajo		VARIA

Grupo A Grupo C Grupo B

						14/h   h
		WB05				Wheelbarrow
		WB04				Wheelbarrow
		WB03				Wheelbarrow
		WB02				Wheelbarrow
		WB01				Wheelbarrow
		SDG44				
		SDG43				
		SDG42				
		SDG41				
OHERE		SDG40	0928218065X100062		LESCO	Spreaders
222		SDG39	092821B065X100098		LESCO	Spreaders
121		SDG38	092821J252X100174		LESCO	Spreaders
120		SDG37	092821B06JX100064		LESCO	Spreaders
119		SDG36	092821F140X100292		LESCO	Spreaders
004		SDG35	0928211224X100010		LESCO	Spreaders
114		SDG34	0928211154X100184		LESCO	Spreaders
113		SDG33	092821K294X100094		LESCO	Spreaders
112		SDG32	092811224X100002		LESCO	Spreaders
111		SDG31	0928211154x100112		LESCO	Spreaders
		SDG07	N/A		LESCO	Spreaders
		SDG06	N/A		LESCO	Spreaders
		SDG05	N/A		LESCO	Spreaders
		SDG04	N/A		LESCO	Spreaders
		SDG03	N/A		LESCO	Spreaders
		SDG02	N/A		LESCO	Spreaders
		SDG01	N/A		LESCO	Spreaders
				Tecnology blue	CHAPIN	Spreaders
				Tecnology blue	CHAPIN	Spreaders
				Tecnology blue	CHAPIN	Spreaders
				Tecnology blue	CHAPIN	Spreaders
				Tecnology blue	CHAPIN	Spreaders
				Tecnology blue	CHAPIN	Spreaders
new no marcado		SD14	N/A	Tecnology blue	CHAPIN	Spreaders
new no marcado		SD13	N/A	Tecnology blue	CHAPIN	Spreaders
		\$012	N/A	Tecnology blue	CHAPIN	Spreaders
		\$011	N/A	Tecnology blue	CHAPIN	Spreaders
		0108	N/A	Tecnology blue	CHAPIN	Spreaders
		8009	N/A	Tecnology blue	CHAPIN	Spreaders
		SD08	N/A	Tecnology blue	CHAPIN	Spreaders
		\$007	N/A	Tecnology blue	CHAPIN	Spreaders
	ORGERVACIONES	coneo	Inventario de Maquinaria	modelo	Marca	machine
MAOUINARIA	INVEN	C	DIAZ GROUP LLC	01 <i>p</i>	GROUP LLC	DIAZ GROUP LLC

DIAZ GROUP LLC	DUP LLC	DIA	DIAZ GROUP LI	0	INVENTARIO MAQUINARIA	ARIO
		invent	Inventario de Maquinaria			
machine	Marca	modelo	serial	CoptGO	OBSERVACIONES	Grupos de trabato
Wheelbarrow				W807		
Wheelbarrow				W808		
Wheelbarrow				W809		
Wheelbarrow				W810		
Wheelbarrow				WB11		
Wheelbarrow				WB12		
Wheelbarrow				W813		
Wheelbarrow				WB14		
Wheelbarrow				WB15		
SPRAYERS	SOLO	LESCO		SP01		11
SPRAYERS	SOLO	LESCO		SP02		17
SPRAYERS	SOLO	LESCO		SP03		73
SPRAYERS	SOLO	LESCO		SP04		72
SPRAYERS	SOLO	LESCO		SP05		12
SPRAYERS	SOLO	another		SP06		ដ
SPRAYERS	SOLO	LESCO		SP07		INSTA #1 BETO
SPRAYERS	SOLO	LESCO		SP08		74
SPRAYERS	RUSSO	61812 4G/15L		SP09		13
SPRAYERS	SOLO	LESCO		SP10		T4
SPRAYERS	CHAPIN	PROSERIES		SP11		
SPRAYERS	0100	LESCO		SP12		T4

MARCAD

December 17: 2015

#### CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Ruben Diaz, Sr. Diaz Group LLC 2957 N. Pulaski Chicago, IL 60641

To Whom It May Concern:

Diaz Group LLC's No Change Affidavit is presently under review. Until such time as a decision is rendered, the firm remains certified as a Disadvantaged Business Enterprise with the Illinois Unified Certification Program.

Should you have any questions, feel free to contact my office at (217) 782-5490.

Sincerely,

Debra A. Clark, Manager Certification Section

Bureau of Small Business Enterprises



# DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

SEP 1 0 2014

Ramiro Rojas Jr. R. Rojas Landscape Inc. 5124 S. Tripp Ave. Chicago, IL 60623

Dear Ramiro Rojas Jr.:

We are pleased to inform you that R. Rojas Landscape inc. has been recertified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 9/1/2019; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 9/1/2015, 9/1/2016, 9/1/2017, and 9/1/2018. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 9/1/2019. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 7/1/2019.

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

121 NORTH LASALLE STREET, ROOM 808, CHICAGO ILLINOIS 60802

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

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

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

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

NAICS Code(s):

561730 - Landscaping Services

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

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

Sincerely.

Jamie L. Rhee

Chief Procurement Officer

JLR/d