



CHICAGO HOUSING AUTHORITY ("CHA")  
INVITATION FOR BID ("IFB") EVENT NO. 1088 (2016)  
FOR  
LANDSCAPING MAINTENANCE SERVICES FOR VACANT LOTS

Required for use by  
PROPERTY OFFICE

ISSUED ON: WEDNESDAY, JUNE 1, 2016  
ISSUED BY: DEPARTMENT OF PROCUREMENT AND CONTRACTS

BID OPEN DATE AND TIME:  
THURSDAY, JUNE 16, 2016 at 11:00AM CST

**BID SUMMARY**

Bidder's Name: S Medina and Son Landscaping Inc.  
Contact Name: Adan Medina  
Address: 4244 N Albany  
City/State/Zip: Chicago, IL 60618  
Phone Number: 773 410-1070  
Email Address: m.landscaping@sbcglobal.net

INSERT BID TOTAL FOR THE BASE TERM TWO YEARS: \$ 365,300 .00

INSERT BID TOTAL FOR THE ONE-(ONE) YEAR OPTION PERIOD: \$ 182,650 .00

INSERT BID TOTAL FOR THE SECOND-(ONE) YEAR OPTION PERIOD: \$ 182,650 .00

(Bid in whole dollars only)

Bidder must bid on all line items or the Bid may be deemed non-responsive.

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

Adan Medina  
(Signature)  
Adan Medina  
(Print Name)

S Medina and Son Landscaping  
(Bidder's Name)  
Vice President  
(Title)  
6/14/16  
(Date)

\$ 365,294.59<sup>PS</sup>  
\$ 182,649.41<sup>PS</sup>  
\$ 182,649.41<sup>PS</sup>

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### Attachments:

|                   |   |
|-------------------|---|
| Attachment A..... | Fee Proposal Form   |
| Attachment B..... | Schedule A – M/W/DBE Utilization Plan   |
| Attachment C..... | Schedule B – Section 3 Utilization Plan<br>(To be completed by Prime Contractor)                                  |
| Attachment D..... | Schedule C – Letter of Intent M/W/DBE and/or<br>Section 3 Business Concern (To be completed by<br>Sub-Contractor) |
| Attachment E..... | Quick Reference Guide   |
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### KEY INFORMATION

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

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

2. **PRE-BID MEETING** Date, Time, and Location: **Monday, June 6, 2016** at 11:00AM, Chicago Housing Authority, 12<sup>th</sup> 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 Business Concern 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 Thursday June 9, 2016.** Questions received with regards to this solicitation after the deadline shown above will likely be unanswered. The Authority reserves the right, at its sole discretion, to respond to questions received after the deadline.
4. **SUBMISSION INFORMATION:** The CHA invites Bidders to submit an electronic proposal for this solicitation. Respondent shall upload all documents via the CHA Supplier Portal at: <https://supplier.thecha.org>. Electronic bid submissions only require one (1) version.

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

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

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

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

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

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

**Bidder shall bear all costs of responding to this Bid.**

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

**5. BID OPENING Date and Time: Thursday, June 16, 2016 at 11:00AM (CST).**

No bids will be accepted after the date and time indicated above, at which time all bids received will be publicly opened and read aloud. Failure to submit bid documents in the required quantity and properly executed shall result in the bid being deemed non-responsive and rejected by the CHA for further consideration.

- 6. ADDENDA:** Any interpretations, corrections, or changes to the solicitation will be made by addenda issued by the CHA. Any addenda that are issued will be provided to prospective Bidders, and posted on the CHA's Supplier Portal website at: <https://supplier.thecha.org>. It is the responsibility of the Bidder to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the Invitation for Bid document. If the CHA determines this solicitation should be modified, it will inform all prospective Bidders' by distributing addendum/addenda to this solicitation before the date set for receipt of bids. The CHA reserves the right to issue Addenda to correct, modify and amend this Invitation for Bid. Bidders shall acknowledge receipt of all Addenda below.

**BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA:**

Number 1 \_\_\_\_\_  
Dated 6-13-16 \_\_\_\_\_

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

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

**[REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]**



## CHICAGO HOUSING AUTHORITY

**SCOPE OF SERVICES:** The CHA is seeking bids from certified Section 3 Business Concern for general landscape maintenance for CHA's Public Housing (PH) vacant lots (Refer to Attachment K. Region Vacant Lots). As a part of our social mission and under the HUD Section 3 program, CHA is committed to providing economic opportunities to the low income individuals in the communities we serve.

This general landscape maintenance solicitation includes but is not limited to a routine weekly maintenance of groundcovers, shrubs, loose trash removal, leaf removal, tree removal and spring and fall clean up. Landscape maintenance shall also include the fenced area outside of a designated community garden but not limited to loose trash removal, leaf removal, and spring and fall clean-up. The CHA shall determine the schedule for work to be performed by order of preference for each vacant lot within the regional portfolio.

### a. **TURF MAINTENANCE:**

- i. Turf Mowing - Lawns shall be mowed to maintain a uniform height not to exceed two (2) inches to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain. Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required. Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.
- ii. Turf Edging - Edging and trimming along curbs, walks, bed edges and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged once per month during the growing season. Mow strips shall be treated with a non-selective herbicide as needed. Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade. Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the owner to achieve a solution.
- iii. Trash and Debris Removal - During routine maintenance visits the Contractor is responsible for removing trash and debris from the property. Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance. Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

### 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. Respondent shall:

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- i. Remove and legally dispose of all dead or dying branches and twigs up to eight (8) feet from ground level from any and all trees on the property.
- ii. Remove and legally dispose of all suckers growing at or near the base of any and all trees on the property.
- iii. Remove and legally dispose of all branches in pedestrian areas that are less than eight (8) feet in height from ground level.
- iv. Prior to and after each mowing and service visit, pick up and legally dispose of off-site all trash, litter and debris around all tree areas.
- v. Prior to and after each mowing and service visit, pick up and legally dispose of off-site all trash, litter and debris in and around shrub areas if applicable.

c. **GROUND COVER AND BEDS:**

Open ground between plants shall be kept weed-free using mechanical methods.

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.

**10. 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, appropriate cut back of perennial plantings, wrapping of trees to prevent sunscald, covering of beds as necessary to protect plants, etc. The Contractor shall establish and maintain an effective communication system with CHA.

**Note: Additional Services and Reimbursable Expenses**

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

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### 11. INSTRUCTIONS FOR BIDDERS:

#### GENERAL REQUIREMENTS:

- a. The CHA is requesting bids from Section 3 Business Concerns to conduct landscape maintenance services for the CHA in accordance with the following general requirements:
  - i. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by Contractor will include:
    - a) Successfully completed past contracts in accordance with the Contract Documents.
    - b) Diligently pursued execution of the work and completed past contracts according to established schedules.
  - ii. 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 Landscape Lot:**

Refer to attached Region Vacant Lots Attachment I for property addresses.

#### SUBMITTAL REQUIREMENTS:

- a. Respondent shall provide (3) three professional references of similar nature and scope to the work being bid.
- b. Respondent shall provide proof of permanent place of business, with a minimum of one (1) year in business.
- c. 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.
- d. If Respondent is responding as a Section 3 Business Concern, Respondent shall provide proof of certification.
- e. Respondent shall demonstrate its financial responsibility by submitting the most recent two years of financial tax returns or 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:

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

**For bids or contract awards valued at less than \$2,500,000.00, Bidders must provide compiled financial statements.** Compiled financial statements represent the **most basic level of financial statements** prepared by a licensed certified public accountant. In a compilation, the certified public accountant assists management in presenting financial information in the form of financial statements and **does not provide any assurance** that there are no material modifications that should be made to the financial statements. The certified public accountant does not perform inquiry, analytical procedures or other procedures that would be performed in a review, or obtain the understanding of the entity's internal control, assess fraud risk or test accounting records as would be performed in an audit.

**For bids or contract awards valued between \$2,500,000.00 and \$10,000,000.00, Bidders must provide reviewed financial statements.** Reviewed financial statements provide the user with comfort that the certified public accountant is not aware of any material modification that should be made to the financial statements for the statements to be in conformity with the applicable financial reporting framework. A review involves the certified public accountant performing analytical procedures and inquiries that will provide a reasonable basis for obtaining **limited assurance** that there are no material modifications required to the financial statements. A review does not require the certified public accountant to obtain the understanding of the entity's internal control, assess fraud risk or test accounting records as would be performed in an audit.

**For bids or contract awards valued in excess of \$10,000,000.00, Bidders must provide audited financial statements.** Audited financial statements provide the user with the **certified public accountant's opinion letter that the financial statements are presented accurately**, in all material respects, in conformity with accounting standards. The auditor is required to obtain an understanding of the entity's internal control, assess fraud risk, perform analytical procedures and test accounting records.

CHA will also evaluate the bids based upon analysis of third party reporting agencies, regulatory agencies, bureaus, etc., as it deems necessary to determine the financial adequacy of the respondent entity and confirm that the entity is in good financial standing with governmental agencies.

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

- 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.

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- 12. PRICING (Refer to Fee Form, Attachment A):** Bidder may bid on one or all of the Region Vacant Lots, however, Bidder must bid on all Vacant Lots within that Region.
- 13. 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.
- 14. PREPARATION OF BIDS:**
- a. For Manual Submissions, Bids must be submitted on the forms furnished by the CHA or on copies of those forms, and must be manually signed. The person signing a bid must initial each erasure or change appearing on any bid form;
  - b. The bid forms may require Bidders to submit the bid prices for one or more items on various bases, including lump sum bidding, deductive alternate prices, or any combination thereof.
  - c. If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, Bidders should insert the words "no bid" in the space provided for any item on which no price is submitted; and
  - d. Alternate bids will not be considered unless this solicitation authorizes the submission.
- 15. 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.
- 16. BID SECURITY: [X] Not Required:** Each individual bid must be accompanied by a bid bond in the amount of 0 of the total amount of bid submitted or a certified check in the same amount, payable to the "Chicago Housing Authority", hereinafter called the "CHA". If the bid and bid security have not been received by the CHA prior to the time of the bid opening, the bid will not be considered. Checks from unsuccessful bidders will be returned as soon as practicable after the opening of bids.
- 17. PRE-AWARD MEETING:** The CHA reserves the right to conduct a Pre-Award Meeting with the Bidders, to determine if the Bidder is a responsible party as described and required by Federal Law. This meeting may include a visit to the Bidder's facilities, and examination of the following: the Bidder's facilities; past performance on other CHA and State/local government agencies' contracts; capacity to perform the terms and conditions of the contract; on-hand equipment; current employee depth and capabilities; financial records and resources/capabilities; any other area or aspect of the Bidders' integrity, operations and/or capability that will assist the CHA in making a determination of responsibility.

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### 18. 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 contractor's ineligible to receive awards from the Authority or the United States, as furnished by HUD.

### 19. RESIDENT-OWNED BUSINESS BID INCENTIVE PROCEDURES:

#### GENERAL PROVISIONS

##### 1. APPLICATION AND STATEMENT OF PURPOSE

The Purpose and Effect of the Resident-Owned Business Bid Incentive section describes how and when the bid incentive would apply, including the right of the Contracting Officer to decline to apply the bid incentive.

##### 2. DEFINITIONS – RESIDENT OWNED

Unless otherwise specified, whenever used in this IFB, the following terms have the following meanings:

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Resident-Owned Business" means any business concern which is owned and controlled by public housing residents. The term "resident-owned business" includes sole proprietorships. For purposes of this part, "owned and controlled" means a business:

- (1) which is at least 51% owned by one or more public housing residents; and
- (2) whose management and daily business operations are controlled by one or more such individuals.

##### 3. DEFINITIONS – NON-RESIDENT OWNED SECTION 3 BUSINESS CONCERNS

A business whose permanent, full-time employees consist of at least 30% Section 3 residents, and a business that subcontracts 25% or more of their total subcontracts to business concerns that meet the qualifications in the first two), a 5% bid incentive will be granted. It is worth noting that this is for bid evaluation purposes only, and it does not affect other compliance assessment requirements.

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### **3. PROCEDURES**

#### **3.1. Resident-Owned Business and Non-Resident Owned Section 3 Business Concerns Bid Incentive**

Unless otherwise prohibited by federal, state, or local law, for a contract having an estimated contract value of \$100,000 or more when advertised or, if not advertised, awarded, the Contracting Officer shall allocate a bid incentive of 7% Resident Owned and 5% of Non-Resident Owned Section 3 Business Concerns of the contract base bid to any eligible Resident-Owned Business bidding as a prime contractor.

The Resident-Owned Business and Non-Resident Owned Section 3 Business Concerns Bid Incentive is limited in scope and therefore will not apply to every contract between the Chicago Housing Authority and an eligible Resident-Owned Business.

The Resident-Owned Business and Non-Resident Owned Section 3 Business Concerns Bid Incentive does not apply if:

- prohibited by federal, state, or local law;
- an emergency exists;
- the contract is for cooperative purchasing;
- the Contracting Officer concludes allocation of a bid incentive is not in the Chicago Housing Authority's best interest.

#### **3.2. Purpose and Effect of Bid Incentive**

The purpose of the bid incentive is to identify the low bidder; it does not apply to or otherwise pertain to the contract price. The following describes how and when the bid incentive would apply, including the right of the Contracting Officer to decline to apply the bid incentive:

The bid incentive shall be applied by deducting 7% Resident Owner and 5% of Non-Resident Owned Section 3 Business Concerns from the bid price of the bidder meeting the eligibility criteria as defined by the definition of a resident-owned business.

#### **3.3. Additional Documentation**

The Contracting Officer may require, at the time of bidding, prior to contract award, or during the term of the contract, such additional documentation as the Contracting Officer deems necessary to verify that a bidder qualifies, or continues to qualify, for the Resident-Owned Business and Non-Resident Owned Section 3 Business Concerns Bid Incentive.

Contractors and their subcontractors are required to maintain records of compliance with the Resident-Owned Business and Non-Resident Owned Section 3 Business Concerns Bid Incentive for a period of three (3) years after the expiration of the contract. However, the Contracting Officer reserves the right to request additional documentation. The Contracting Officer reserves the right to decline to include or allocate the bid incentive.

### **4. FINAL DECISION**

The Contracting Officer or designee shall make the final determination regarding the applicability of the bid incentive to any procurement.

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- 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:** ☒ 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.



## CHICAGO HOUSING AUTHORITY

**27. CONTRACT DOCUMENTS:** The Contract Documents, which forms the Contract between parties (the "Contract"), all written modifications, amendments and change orders to this Contract; all Specification Bid Form pages and Attachment A) when accepted by the CHA: "Special Conditions"; "HUD General Conditions for Construction (Form 5370)" or "HUD General Contract Conditions for Non-Construction (Form 5370-C)" (as applicable); the "Work Schedule" as defined in paragraph 6 of HUD General Conditions for Construction and as amended from time to time pursuant to paragraph 6 (if applicable); the "Instructions to Bidders (form HUD-5369)" or "Instructions to Offerors Non-Construction (form HUD-5369-B)" (as applicable); applicable wage rate determinations from either the U.S. Department of Labor or HUD; the Bid Bond, the Performance and Payment Bond or Bonds or other assurances of completion (if applicable); "Technical Specifications"; drawings, if any; Contractor's Affidavit or any other affidavits, certifications or representations Contractor is required to execute under the Contract with the CHA; MBE/WBE/DBE and Section 3 Utilization Plans, all inclusive (collectively referred to as the "Contract Documents"). In the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The Contract Documents enumerated herein contain the entire Contract between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by CHA or Bidder are a part of the contract unless expressly stated therein.

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

Accordingly, the Contractor expressly agrees that it, and its subcontractors, shall provide required compliance data to the CHA via its electronic system available at <https://cha.diversitycompliance.com/>. The Contractor acknowledges that it and its subcontractors are responsible for responding by any noted 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

## CHICAGO HOUSING AUTHORITY

Injury, and will also cover injury to Respondent's officers, employees, agents, subcontractors, invitees and guests and their personal property.

- (c) Automobile Liability Insurance. When any motor vehicles (owned, non-owned and hired) are used in connection with the services to be performed, the Respondent shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence CSL, for Bodily Injury and Property Damage.
- (d) Excess Liability if applicable is to follow form of the Primary Insurance requirements outlined above.

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

### **B. Related Requirements:**

The Contractor shall furnish the CHA, Department of Procurement and Contracts, 60 E. Van Buren, 13<sup>th</sup> 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 [pseanior@thecha.org](mailto:pseanior@thecha.org) prior to expiration or renewal date occurring during the term of this Agreement or extensions thereof. The Contract number and/or Project Name must be indicated on the Certificate of Insurance. At the CHA's option, non-compliance will result in (1) all payments due the Contractor being withheld until the Contractor has complied with the Agreement; or (2) the Contractor will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) the Contractor will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

### **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.

## **CHICAGO HOUSING AUTHORITY**

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.

**[REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]**

## CHICAGO HOUSING AUTHORITY

**ACKNOWLEDGMENT OF BID DOCUMENTS AND INSTRUCTIONS:** The Bidder acknowledges, by signing page BF/13, that it has read, understands, has filled out where applicable, and accepts the terms of any documents listed below which are included in this solicitation. The Bidder shall execute and submit with its bid, and/or notarize documents, as indicated below:

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

\* These documents are made available through the CHA's website, [www.thecha.org](http://www.thecha.org)

AM  
(Signature)

S Medina and Son Landscaping  
(Organization Name)

Adan Medina  
(Print Name)

Vice President      6/14/16  
(Title)                      (Date)

# CHICAGO HOUSING AUTHORITY

## BID EXECUTION AND ACCEPTANCE FORM

### ALL BIDDERS MUST COMPLETE THE TOP SECTION OF THIS PAGE

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

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

(Affix Corp. Seal)

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

Subscribed and sworn to before me

this 16th day

of June 20 16

My Commission Expires 8-13-2019



(Notary Public Seal)

OFFICIAL SEAL

Carmen Diaz

Notary Public, State of Illinois  
My Commission Expires 8/13/2019

S Medina and Son Landscaping Inc.  
(Contractor's Name)

By Adon Medina  
(Signature)

Adon Medina  
(Printed or Typed Name)

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

Address 4244 N Albany

City, State, Zip: Chicago, IL 60618

Telephone No.: (773) 410-1076

Taxpayer ID. No. [REDACTED]

Date Signed By Contractor: \_\_\_\_\_

Award

113760  
(Vendor Code)

11847  
(Contract No.)

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

Three Hundred Sixty-Five Thousand Two Hundred Ninety-Eight Dollars Fifty-Nine Cents  
(\$365,298.59) subject to all conditions and requirements as contained in the "Contract Documents"

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

Two (2) Years

The Term of this Contract is \_\_\_\_\_  
The "Notice to Proceed" will be issued as a separate document upon submission of all required documents.

CHICAGO HOUSING AUTHORITY

By Dionna Brokens  
Dionna Brokens

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

Date Signed 8/23/16

**CHICAGO HOUSING AUTHORITY**

**ATTACHMENT A**

**Fee Form Pages**

## CHICAGO HOUSING AUTHORITY

**NOTE: ALL BID SUBMISSIONS ARE SUBJECT TO REVIEW FOR COMPLETENESS, ACCURACY, AND COMPLIANCE WITH ALL TERMS AND CONDITIONS PROVIDED IN THE IFB SPECIFICATION. PRICING MUST BE SUBMITTED ON THE FEE FORM WITHOUT CONDITIONS. ANY CHANGES, MODIFICATIONS, ADDITIONAL TERMS AND CONDITIONS, EXCEPTIONS OR OTHER REVISIONS TO THIS IFB, INCLUDING THE FEE FORM, OR FAILURE TO COMPLETE ALL REQUIRED INFORMATION, MAY CAUSE THE IFB TO BE DEEMED NON-RESPONSIVE.**

### **Instructions for Completing the Fee Form(s):**

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

- Bidder's Per Unit Price
- Total Bid Price (Equals Bidder's Per Unit Price x Estimated Quantities)
- Bid 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 Form Page(s) must include a printed name, signature, title, telephone number and e-mail address of an authorized representative of the Bidder.

## CHICAGO HOUSING AUTHORITY

### EXPLANATION OF COLUMNS:

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

| Estimated Quantities | Unit of Measure |
|----------------------|-----------------|
| 5000                 | EACH            |

- **Column D (Bidder's Per Region Package Price):** Bidder shall list the Bidder's Per Region Package Price for the Term of the Contract. Bidder's Per Region Package Price shall be F.O.B. destination and shall include all shipping and insurance charges.
- **Column E (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:

1. **Bidder must Insert BID TOTAL for Base Term 2 Years on BF/Page 1.**  
(For Electronic Submission: In the Supplier Portal, Bidder must enter BID TOTAL for Base Term 2 Years on Line 1. Bidder must enter BID TOTAL for Base term 2 Years on BF/Page 1.
2. **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 2. Bidder must enter BID TOTAL for Option Year 1 on BF/Page 1.
3. **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 3. 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.



# CHICAGO HOUSING AUTHORITY

| A   | B   | C               | D                       | E                            | F  |
|---|---|-----------------|-------------------------|------------------------------|--|
| Bidder must check (✓) below which Region Package(s) Bidder is Bidding | Product Description<br>Base Term 2 Years  | Unit of Measure | Bidder's Per Site Price | Estimated Quantities (Sites) | Total Bid Price (Bidder's Per Site Price x Estimated Quantities) |
| ✓   | Region 1 - Scattered Sites North Central (Base 2 Year Period)                   | Each            | \$ 1,700.00             | 5                            | \$ 8,500.00  |
| ✓   | Region 2 - Rockwell/Maplewood Courts-Homer-Scattered Sites (Base 2 Year Period) | Each            | \$ 1075.00              | 64                           | \$ 68,800.00   |
| ✓   | Region 3 - Vacant Lots (Base 2 Year Period)                                     | Each            | \$ 1,420.00             | 98                           | \$ 1,391,200.00  |
| ✓   | Region 4 - Vacant Lots (Base 2 Year Period)                                     | Each            | \$ 1,410.52             | 76                           | \$ 1,071,200.00  |
| ✓   | Region 5 - Vacant Lots (Base 2 Year Period)                                     | Each            | \$ 1,808.62             | 23                           | \$ 41,600.00   |
|   |   |                 |                         | <b>BID TOTAL</b>             | <b>\$ 365,300.00</b>   |

365,294.59

## NOTE:

Bidder must insert BID TOTAL for Base Term 2 Years on BF/ Page 1.  
(For Electronic Submission: In the Supplier Portal, Bidder must enter BID TOTAL for Base Term 2 Years on Line 1. Bidder must enter BID TOTAL for Base Term 2 Years on BF/ Page 1.)

Authorized Signature

*Adan Medina*

*S Medina and Son Landscaping*

Printed Name and Title

*Adan Medina Vice President*

Date *6/14/16*

E-mail

*mlandscaping@sbcglobe.net*

Phone Number *773 410-1070*

# CHICAGO HOUSING AUTHORITY

| A   | B  | C               | D                       | E                            | F  |
|---|--|-----------------|-------------------------|------------------------------|--|
| Bidder must check (✓) below which Region Package(s) Bidder is Bidding | Product Description<br>Option Year 1                                       | Unit of Measure | Bidder's Per Site Price | Estimated Quantities (Sites) | Total Bid Price (Bidder's Per Site Price x Estimated Quantities) |
| ✓   | Region 1 - Scattered Sites North Central (Option Year 1)                   | Each            | \$ 850.00               | 5                            | \$ 4,250.00  |
| ✓   | Region 2 - Rockwell/Maplewood Courts-Homer-Scattered Sites (Option Year 1) | Each            | \$ 537.50               | 64                           | \$ 34,400.00   |
| ✓   | Region 3 - Vacant Lots (Option Year 1)                                     | Each            | \$ 710.20               | 98                           | \$ 69,600.00   |
| ✓   | Region 4 - Vacant Lots (Option Year 1)                                     | Each            | \$ 705.24               | 76                           | \$ 53,600.00   |
| ✓   | Region 5 - Vacant Lots (Option Year 1)                                     | Each            | \$ 904.35               | 23                           | \$ 20,800.00   |
|   | Note: Insert Bid Total for First One-Year Option Period on BF/ Page 1      |                 |                         | BID TOTAL                    | \$ 182,650.00  |

## NOTE:

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

Authorized Signature

*Adan Medina*

*S Medina and Sons Landscaping*

Printed Name and Title  
*Adan Medina Vice President*

Date  
*6/14/16*

E-mail  
*mlandscaping@stcglobal.net*

Phone Number  
*773 410-1070*

# CHICAGO HOUSING AUTHORITY

| A  | B  | C               | D                       | E                            | F  |
|--|--|-----------------|-------------------------|------------------------------|--|
| Bidder must check (✓) below which Region Package(s)<br>Bidder is Bidding | Product Description<br>Option Year 2                                       | Unit of Measure | Bidder's Per Site Price | Estimated Quantities (Sites) | Total Bid Price (Bidder's Per Site Price x Estimated Quantities) |
| ✓  | Region 1 - Scattered Sites North Central (Option Year 2)                   | Each            | \$ 850.00               | 5                            | \$ 4,250.00  |
| ✓  | Region 2 - Rockwell/Maplewood Courts-Homer-Scattered Sites (Option Year 2) | Each            | \$ 537.50               | 64                           | \$ 34,400.00   |
| ✓  | Region 3 - Vacant Lots (Option Year 2)                                     | Each            | \$ 710.20               | 98                           | \$ 69,600.00   |
| ✓  | Region 4 - Vacant Lots (Option Year 2)                                     | Each            | \$ 705.24               | 76                           | \$ 53,600.00   |
| ✓  | Region 5 - Vacant Lots (Option Year 2)                                     | Each            | \$ 904.35               | 23                           | \$ 20,800.00   |
|  |  |                 |                         | BID TOTAL                    | \$ 182,650.00  |

## 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 3. Bidder must enter BID TOTAL for Option Year 2 on BF/ Page 1.)

182,649.41

Authorized Signature

S Medina and Son Landscaping

Printed Name and Title

6/14/16

E-mail

723 410-1070

**CHICAGO HOUSING AUTHORITY**

**ATTACHMENT E**

**QUICK REFERENCE GUIDE**

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

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

RFP/IFB/CONTRACT/PURCHASE ORDER NO: 1088 DATE FORM SUBMITTED: 6/15/2016

PROJECT TITLE: Landscaping maintenance service at vacant lots

PRIME CONTRACTOR NAME(S): S Medina and Son Landscaping Inc

ADDRESS: 4244 N Albany Chicago, IL 60618 TELEPHONE: 773 410-1070

CONTACT NAME/TITLE: Adan Medina Vice President

E-MAIL ADDRESS: mlandscaping@sbcglobal.net

Ethnicity: Hispanic Gender: Male

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO. : [REDACTED]

CONTRACT AMOUNT: \$ 365,300<sup>00</sup>

M/W/DBE TOTAL: \$ 365,300<sup>00</sup>

M/W/DBE TOTAL PERCENTAGE: 100 %

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

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

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

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

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

**I. DIRECT PARTICIPATION**

A. COMPANY NAME: S Medina & Son Landscaping Inc

ADDRESS: 4244 N Albany Chicago, IL 60618

CONTACT PERSON: Adan Medina TELEPHONE: 773-410-1070

E-MAIL ADDRESS: mlandscaping@sbcglobal.net

ORIGINAL M/W/DBE DOLLAR VALUE: \$365,300 % of Total Contract Value: 100%

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

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

B. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

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

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

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

C. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

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

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

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

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

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

D. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

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

E. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

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

F. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

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

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

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

G. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

H. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

I. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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



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**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: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

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

B. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

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

C. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

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

**CHICAGO HOUSING AUTHORITY (CHA)**  
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**SCHEDULE A – M/W/DBE UTILIZATION PLAN**  
**(To Be Completed by PRIME CONTRACTOR)**

D. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

E. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

F. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

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

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

**AFFIDAVIT OF PRIME CONTRACTOR**

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

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

S Medina & Son Landscaping Inc.

**AUTHORIZED OFFICER**

Adan Medina

[Signature]

6/15/16

Name

Signature

Date

**NAME OF NOTARY (Print or Type)**

ANACAREN PEREZ

STATE OF ILLINOIS COUNTY OF COOK ON THIS 15 DAY OF

JUNE

2016

BEFORE ME APPEARED (NAME) ADAN MEDINA

TO ME PERSONALLY

KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY

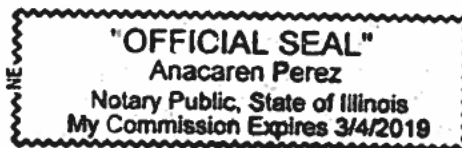
AUTHORIZED BY (NAME OF COMPANY) S MEDINA & SON LANDSCAPING INC TO EXECUTE THIS AFFIDAVIT AND DID SO AS

HIS OR HER FREE ACT AND DEED. NOTARY PUBLIC

[Signature]

(SEAL) COMMISSION EXPIRES:

03/04/19



**CHICAGO HOUSING AUTHORITY**  
**ATTACHMENT C**  
**SCHEDULE B – SECTION 3 UTILIZATION PLAN**

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

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

PRIME/GENERAL CONTRACTOR'S NAME: S Medina & Son Landscaping Inc.  
RFP/IFB/RFQ/CONTRACT or PO NUMBER: 1088 DATE FORM COMPLETED: 6/15/2016  
PROJECT TITLE: Landscaping maintenance services for vacant lots  
CONTACT NAME/TITLE: Adan Medina Vice President  
E-MAIL ADDRESS: mlandscaping@sbcglobal.net

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

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

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

**Instructions:**

**Part I: Hiring**

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

**Part II: Contracting**

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

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

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

- **Table II.a. Section 3 Business Concern Contracts** requires you to identify each Section 3 Business Concern that will hold a subcontract under this Contract. The Company's Name, Contract Value, and Scope of Work to be Performed must be identified in order for the plan to be considered complete. A corresponding Schedule C must be submitted with the Schedule B.
- **Table II.b. Contracting Shortfall or Table II.c. Outreach Efforts** must be completed when the Prime Contractor is unable to meet the full minimum subcontracting requirements under 24 CFR 135.
  - When there is no plan or need to subcontract, please outline the reason(s) why in Table II.b. Contracting Shortfall
  - If the prime contractor is unable to contract to a Section 3 Business Concern, all outreach efforts must be documented in Table II.c. Outreach Efforts You must document all of the companies that have been contacted for subcontracting opportunities. If there are limited companies available who perform the necessary duties under this scope of work, please indicate in the 'reasons for not subcontracting'.
  - This is required before Other Economic Opportunities are proposed.
- **PRIME CONTRACTOR MUST USE CHA'S SECTION 3 JOB OPPORTUNITIES WEBSITE TO IDENTIFY AND HIRE ANY AND ALL SECTION 3 EMPLOYEES. CHA WILL NOT CONSIDER OR AUTHORIZE ANY ALTERNATE PROPOSALS TO IDENTIFY SUCH EMPLOYEES.**

**Part III: Other Economic Opportunities**

- In the event that a Prime Contractor has demonstrated no plan or need to hire and/or subcontract or is unable to meet the hiring and/or subcontracting requirements in Part I and Part II, the Prime Contractor is required to provide other economic opportunities by completing the **Table III: Other Economic Opportunities Plan(s)**.
- **PLEASE NOTE THAT THE INABILITY TO MEET THE HIRING AND/OR SUBCONTRACTING REQUIREMENT MUST BE DOCUMENTED COMPLETELY IN PART I: HIRING AND PART II: CONTRACTING BEFORE COMPLETING PART III: OTHER ECONOMIC OPPORTUNITIES.**
- Other Economic Opportunities could include indirect subcontracting with a Section 3 Business Concern (subcontracting for work not included in the scope of work), training programs, mentorship program participation, or other economic opportunities directed towards section 3 residents and businesses. Any Other Economic Opportunities must be proposed on pages 10 through 12 in Part III: OTHER ECONOMIC OPPORTUNITIES.
- If the other forms of Other Economic Opportunities are not feasible, the Prime Contract may propose a contribution to the Section 3 Fund. Guidance on how to contribute to the Section 3 Fund is outlined below:
  - **Hiring Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full hiring requirements (30% of new hires), and cannot provide other economic opportunities outlined above, then the contractor must pay 5% of the total dollar amount of the contract for building, trade work or 1.5% for all other contracts will be paid to the Section 3 fund. **NOTE: The amount shall not exceed \$100,000 for any one contract.**
  - **Contracting Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full Section 3 Business Concern subcontracting requirements, and cannot provide other economic opportunities outlined above, the difference between 10% of the covered contract (building, trade work) or 3% (non-construction) and the actual amount provided to Section 3 Business Concerns must be paid to the Section 3 Fund. **NOTE: The amount shall not exceed \$500,000 for any one contract.**
  - A Prime Contractor may also pay the entire 10% of the covered contract (building, trade work) or 3% (non-construction) if they have documented the infeasibility of offering any Other Economic Opportunities. **NOTE: The amount shall not exceed \$500,000 for any one contract.**

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**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 Contractor Acknowledgement of Section 3 Requirements:**

  
\_\_\_\_\_

Signature of Principal of Contractor

**Adan Medina**  
\_\_\_\_\_

Print Name

  
\_\_\_\_\_

Date



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

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

**Part I: Hiring**

**SAMPLE HIRING 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  |
| <i>List the Job Titles that are needed to complete your scope of work- including the entire workforce for the Prime and any Subcontractors. This includes all Section 3 and non-Section 3 job titles.</i> | <i>List how many employees are needed to complete the Scope of Work for each Job Title.</i> | <i>List how many employees are currently employed at this position.</i> | <i>List how many of these positions are currently open.</i> | <i>List the number of Section 3 hires you will commit to for each position.</i> |
| 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   |
|   |   |   |   |   |
|   |   |   |   |   |
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|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
| <b>(6) Totals:</b>  | <b>86</b>   | <b>80</b>   | <b>6</b>  | <b>3</b>  |

|  |            |
|--|------------|
| <b>(7) Total New Section 3 Hires Required:</b><br><i>(Total of column (4) x 0.3) round up to the nearest whole number</i>          | <b>2</b>   |
| <b>(8) Percentage of New Hires that are Section 3:</b><br><i>(Total of column (5) ÷ Total of column (4)) x 100= % of New Hires</i> | <b>50%</b> |

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

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

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

| (1)   | (2)   | (3)   | (4)   | (5)   |
|---|---|---|---|---|
| Job Titles  | Total Number of Employees Needed at each Job Title  | Total Number of Employees Currently Employed at each Job Title          | Total New Hires Needed for each Job Title                   | Total Section 3 Hires for Each Job Title  |
| <i>List the Job Titles that are needed to complete your scope of work- including the entire workforce for the Prime and any Subcontractors. This includes all Section 3 and non-Section 3 job titles.</i> | <i>List how many employees are needed to complete the Scope of Work for each Job Title.</i> | <i>List how many employees are currently employed at this position.</i> | <i>List how many of these positions are currently open.</i> | <i>List the number of Section 3 hires you will commit to for each position.</i> |
| Drivers   | 3   | 4   | 0   | 0   |
| Laborers  | 5   | 8   | 0   | 0   |
|   |   |   |   |   |
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|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
| <b>(6) Totals:</b>  | <b>8</b>  | <b>12</b>   | <b>0</b>  | <b>0</b>  |

|  |          |
|--|----------|
| <b>(7) Total New Section 3 Hires Required:</b><br><i>(Total of column (4) x 0.3) round up to the nearest whole number</i>          | <b>0</b> |
| <b>(8) Percentage of New Hires that are Section 3:</b><br><i>(Total of column (5) + Total of column (4)) x 100= % of New Hires</i> | <b>0</b> |

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

**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.

|  |            |          |
|--|------------|----------|
| <b>Total Dollar Value of Section 3 Business Concern Contracts:</b> | <b>\$</b>  |          |
| <b>Total Percentage of Section 3 Business Concern Contracts:</b>   | <b>100</b> | <b>%</b> |

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

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

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

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

Contracts to Section 3 Business Concerns (continued)

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

ORIGINAL CONTRACT DOLLAR VALUE: \_\_\_\_\_

AMENDED CONTRACT DOLLAR VALUE: \_\_\_\_\_

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

ORIGINAL CONTRACT DOLLAR VALUE: \_\_\_\_\_

AMENDED CONTRACT DOLLAR VALUE: \_\_\_\_\_

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

ORIGINAL CONTRACT DOLLAR VALUE: \_\_\_\_\_

AMENDED CONTRACT DOLLAR VALUE: \_\_\_\_\_

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

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

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

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

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

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

**Part III: OTHER ECONOMIC OPPORTUNITIES**

**Table III: Other Economic Opportunities Plan(s)**

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

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

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

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

COMPANY NAME: \_\_\_\_\_

ORIGINAL CONTRACT DOLLAR VALUE: \_\_\_\_\_

WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ORIGINAL CONTRACT DOLLAR VALUE: \_\_\_\_\_

WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

**Mentorship Program Participation**

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

**Quantifiable Goals**

**Anticipated Results**

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

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

**Training Program**

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

**Quantifiable Goals**

**Anticipated Results**

**Internship Program**

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

**Quantifiable Goals**

**Anticipated 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.

|             |                                     |  |
|-------------|-------------------------------------|--|
| Hiring      | <input type="checkbox"/>            | 5% of total contract value (Construction)- Not to Exceed \$100,000   |
|             | <input checked="" type="checkbox"/> | 1.5% of total contract value (Professional Service)- Not to Exceed \$100,000   |
| Contracting | <input type="checkbox"/>            | Contributing the difference between the actual subcontracting dollar amount and the minimum subcontracting requirement<br>Not to Exceed \$500,000        |
|             | <input checked="" type="checkbox"/> | 10% of total contract value (Construction)<br>Not to Exceed \$500,000<br>3% (Other Contracts- Including Professional Service)<br>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 \$16,438<sup>00</sup>

How will I contribute the funds?

☒ CHA can deduct portions from each of my purchase orders

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

By signing below, the Contractor hereby agrees to comply with the Section 3 requirements indicated above. To the extent that 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.

S Medina and Son Landscaping Inc.  
NAME OF PRIME CONTRACTOR (Print or Type)

6/15/16  
NAME OF AUTHORIZED OFFICER

ANACAREN PEREZ  
NAME OF NOTARY (Print or Type)

06/15/16  
Date

STATE OF ILLINOIS COUNTY OF COOK ON THIS 15 DAY OF JUNE 2016 BEFORE ME APPEARED (NAME) ADAN MEDINA

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: Anacaren Perez (SEAL): Notary Public, State of Illinois  
COMMISSION EXPIRES: 03/04/19 My Commission Expires 3/4/2019

INTERNAL CHA APPROVAL: \_\_\_\_\_  
COMPLIANCE MANAGER'S SIGNATURE DATE

INTERNAL CHA APPROVAL: \_\_\_\_\_  
SECTION 3 ADMINISTRATOR DATE  
(Applicable when Other Economic Opportunities are proposed)



**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:** S Medina & Son Landscaping Inc

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

**Section 3 Business Concern:** ☐ **Yes** ☒ **NO**

**FEIN:** XXXXXXXXXX **ETHNICITY:** Hispanic **GENDER:** Male

**CONTACT NAME/TITLE:** Adan Medina Vice President

**E-MAIL ADDRESS:** mlandscaping@sbcglobal.net

**IFB/RFP/CONTRACT OR PURCHASE ORDER NO.:** 1088

**PROJECT TITLE:** Landscaping maintenance **DATE FORM COMPLETED:** 6/14/2016

**PRIME CONTRACTOR:** S Medina & Son Landscaping (NAME) 773-4101070 (TELEPHONE NUMBER)

---

**NOTE:** M/W/DBE contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule A - M/W/DBE Utilization Plan.

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

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

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

-Landscaping maintenance

3. Indicate the total dollar value: \$ 365,300

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.

**S Medina & Son Landscaping Inc.**

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

Adm

(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)

6/15/16

(DATE)

ANACAREN PEREZ

(NAME OF NOTARY - PRINT OR TYPE)

STATE OF ILLINOIS COUNTY OF COOK

ON THIS 15 DAY OF JUNE 2016

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

NOTARY PUBLIC: [Signature]

COMMISSION EXPIRES: 03/04/19





**CHICAGO HOUSING AUTHORITY**

**ATTACHMENT F**

**HUD 5369-A – CERTIFICATIONS AND REPRESENTATIONS OF BIDDERS**

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

☒ In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

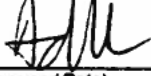
**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

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

(b) A fully executed "Previous Participation Certificate" [ ] is, [✓] 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.

 6/14/16  
(Signature and Date)

Adan Medina  
(Typed or Printed Name)

Vice President  
(Title)

S Medina & Son Landscaping Inc.  
(Company Name)

4244 N Albany Chicago, IL 60618  
(Company Address)



**CHICAGO HOUSING AUTHORITY**

**ATTACHMENT G**

**HUD 5370-C – GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS**

# 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-6370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

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

**Section I - General Conditions for Non-Construction Contracts greater than \$100,000**

### 1. Definitions

The following definitions are applicable to this contract:

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

### 2. Changes

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

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

### 3. Termination for Convenience and Default

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

### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition

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

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees

(a) The prohibition on the use of appropriated funds, in paragraph (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:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of



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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.

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work) Office of Labor Relations

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

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

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

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

#### **1. Minimum Wages**

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

#### **2. Withholding of funds**

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

#### **3. Records**

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

#### **4. Apprentices and Trainees**

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



- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
  - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
  - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
  - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
  - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- ① A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the

reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

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

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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

**(c) Withholding for unpaid wages and liquidated damages.**

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

**7. Subcontracts**

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

**8. Non-Federal Prevailing Wage Rates**

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

**CHICAGO HOUSING AUTHORITY**  
**Department of Procurement & Contracts**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**

This form must be submitted with each bid or proposal. Each business of a joint venture must submit this form. Complete all blanks by entering the requested information or "NA" if it is not applicable to your business.

|  |  |                                  |
|--|--|----------------------------------|
| SPECIFICATION OR RFP TITLE<br>Landscaping Services for vacant Lots |  | SPECIFICATION OR RFP NO.<br>1088 |
| COMPANY NAME<br>S Medina and Son Landscaping Inc.                  |  | DUN & BRADSTREET NUMBER          |
| PARENT COMPANY (IF APPLICABLE)                                     | PREVIOUS COMPANY NAME<br>Medina & Son Landscaping Inc. |                                  |

**PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS ON BEHALF OF COMPANY**

| NAME            | OFFICIAL CAPACITY |
|-----------------|-------------------|
| Adan Medina     | Vice President    |
| Salvador Medina | President         |
|                 |                   |

**BANK REFERENCES**

|  |                                   |                               |  |
|--|-----------------------------------|-------------------------------|--|
| BANK NAME<br>Chase                         | ADDRESS<br>3201 W Irving Park Rd. |                               |  |
| CITY, STATE, ZIP CODE<br>Chicago, IL 60618 | CONTACT PERSON<br>Edwin Urbieto   | TELEPHONE NO.<br>773-539-1250 |  |

**BUSINESS REFERENCES** (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work of this RFP/Spec.)

|   |                               |  |                           |                              |  |
|---|-------------------------------|--|---------------------------|------------------------------|--|
| AGENCY/COMPANY NAME<br>The Habitat Company          |                               | ACTIVITY<br>Landscaping Senior buildings |                           | DOLLAR AMOUNT<br>\$4,175.00  |  |
| DATE COMPLETED<br>10/31/2015                        | P.O./CONTRACT NO.<br>2015-119 | CONTACT PERSON<br>Andrea Botley          | PHONE NO.<br>312-595-3241 | FAX NO.                      |  |
| AGENCY/COMPANY NAME<br>Hispanic Housing Corporation |                               | ACTIVITY<br>Landscaping Scattered Sites  |                           | DOLLAR AMOUNT<br>\$75,100    |  |
| DATE COMPLETED<br>10/31/2015                        | P.O./CONTRACT NO.<br>HH2015L  | CONTACT PERSON<br>Andrew Rodriguez       | PHONE NO.<br>773-826-0512 | FAX NO.                      |  |
| AGENCY/COMPANY NAME<br>HJ Russell and Company       |                               | ACTIVITY<br>Landscaping at Cabrini/SSW   |                           | DOLLAR AMOUNT<br>\$13,700.00 |  |
| DATE COMPLETED<br>10/31/2015                        | P.O./CONTRACT NO.<br>CR2015L  | CONTACT PERSON<br>Fareed El-Amin         | PHONE NO.<br>312-7382480  | FAX NO.                      |  |

The undersigned covenants and agrees to provide the Chicago Housing Authority current, complete and accurate information regarding their business' status. The undersigned further agrees to permit examination of books, records, and files by authorized representatives of the Chicago Housing Authority or the U. S. Department of Housing and Urban Development. Any material misrepresentation may be grounds for terminating any contract which may be awarded and/or for initiating action under federal or state laws concerning false statements.

|   |  |                        |
|---|--|------------------------|
| SIGNATURE OF PRINCIPAL<br> | PRINTED NAME OF PRINCIPAL<br>Adan Medina | DATE SIGNED<br>6/15/16 |
|---|--|------------------------|

# CITY OF CHICAGO

## LICENSE CERTIFICATE NON-TRANSFERABLE

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

NAME **S MEDINA & SON LANDSCAPING**

PRINTED ON:  
11/25/2014

OBA: **S MEDINA & SONS LANDSCAPING**  
AT: **3355 N. WESTERN AVE.**  
**CHICAGO, IL 60618**

LICENSE NO: **1517731** CODE **1010**  
LICENSE: **Limited Business License**

FEE **\$\*\*\*\*250.00**

**PRESIDENT: SALVADOR MEDINA JR**

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

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

WITNESS THE HAND OF THE MAYOR OF SAID CITY OF CHICAGO AND THE SEAL THEREOF  
THIS DAY OF DECEMBER, 2014

EXPIRATION DATE: **December 19, 2016**

ATTEST

*Rahn Emanuel*

*Susana J. Mendez*

ACCOUNT NO **280534** SITE **2** MAYOR  
TRANS NO

CITY CLERK

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





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAR 30 2015

Salvador Medina  
~~S~~ Medina & Son Landscaping, Inc.  
4244 N. Albany Ave.  
Chicago, IL 60618

Dear Salvador Medina:

We are pleased to inform you that **S Medina & Son Landscaping, Inc.** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **10/15/2017**; 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 **10/15/2015 and 10/15/2016**. 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 **10/15/2017**. 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 **08/15/2017**.

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

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

MAR 30 2015

- 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](http://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 Contractors (Except Construction)**

**561730- Snow Plowing Services Combined With Landscaping Services (i.e. Seasonal Property Maintenance Services)**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) of 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/fn

**CHICAGO HOUSING AUTHORITY**  
**Department of Procurement & Contracts**

|  |
|--|
| <b>EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE</b> |
|--|

Landscaping maintenance services at vacant lots  
(IFB or RFP Title or P.O. Commodity Description)

1088  
(IFB or RFP or P.O. No.)

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

- A. **REPORTS:** Within thirty (30) days after Buyer's award to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO" in accordance with instructions contained therein, unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. **PRIOR REPORTS:** If Seller has participated in a previous contract or subcontract subject to Equal Opportunity Clause (4) C.F.R. Section 60-1.4(a)(1) through (7), or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the Specifications for Bid or Request for Proposal. As used in this certification, the term "segregated facilities" means waiting room, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that it will retain such certifications in its files, and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):
- NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES.** A certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

**CHICAGO HOUSING AUTHORITY**  
**Department of Procurement & Contracts**

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

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

| JOB<br>CLASSIFICATION   | TOTAL<br>EMPLOYEES | WHITE |        | BLACK |        | HISPANIC |        | OTHER |        |
|-------------------------|--------------------|-------|--------|-------|--------|----------|--------|-------|--------|
|                         |                    | Male  | Female | Male  | Female | Male     | Female | Male  | Female |
| OFFICIALS               | 2                  |       |        |       |        | 2        |        |       |        |
| CRAFT<br>(SKILLED)      | 4                  |       |        |       |        | 2        |        |       |        |
| LABORERS<br>(UNSKILLED) | 6                  |       |        | 1     |        | 5        |        |       |        |
| CLERICAL                | 1                  |       |        |       |        |          | 1      |       |        |
| OTHER SPECIFY           |                    |       |        |       |        |          |        |       |        |
| OTHER SPECIFY           |                    |       |        |       |        |          |        |       |        |
| OTHER SPECIFY           |                    |       |        |       |        |          |        |       |        |

EXECUTED THIS 15th DAY OF June 20 16

BY   
 (SIGNATURE)

Adan Medina  
 (PRINTED OR TYPED NAME)

TITLE Vice President  
 (PRINCIPAL)

|                                   |                  |
|-----------------------------------|------------------|
| FIRM NAME                         | STREET ADDRESS   |
| S Medina and Son Landscaping Inc. | 4244 N Albany    |
| CITY, STATE, ZIP CODE             | TELEPHONE NUMBER |
| Chicago, IL 60618                 | 773-410-1070     |




# 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. Further, any changes to the subcontractors listed below must be submitted in writing to the Director of the Department of Procurement and Contracts for approval. The Chicago Housing Authority reserves the right, at its own discretion, to approve or reject any subcontractor named below or as frequently added. Use additional blank sheets and append it to this form, if necessary, to complete your subcontractor listing. If you are not subcontracting, check the indicated box below.

| IFB/RFP/P.O. TITLE   |       | IFB/RFP/P.O. NO.  | PAGE           |
|--|-------|---|----------------|
| Landscaping maintenance service for vacant lots  |       | 1088  | OF 101         |
| <input checked="" type="checkbox"/> My (our) firm(s) WILL NOT SUBCONTRACT any portion of the scope of work for this IFB, RFP or P.O. |       |   |                |
| SUBCONTRACTOR NAME AND ADDRESS   |       | SCOPE OF WORK   |                |
|  |       |   |                |
|  |       |   |                |
|  |       |   |                |
|  |       |   |                |
| <i>If a joint venture, a principle from EACH joint venture business must sign below.</i>   |       |   |                |
| CONTRACTOR'S NAME  |       | BY (SIGNATURE OF PRINCIPLE)   | TITLE          |
| S Medina and Son Landscaping Inc.  |       |  | Vice President |
| APPROVED BY CONTRACT COMPLIANCE  |       | RECEIVED BY OCAM  |                |
| NAME   | TITLE | NAME  | DATE           |
|  |       |   |                |

- (13) Initiating or circulating a nominating petition for elective office;
  - (14) Soliciting, collecting, or receiving a political contribution or a contribution for any political party, political fund, candidate for elected office, candidate for political party office, or any committee thereof or committee which contributes to any of the foregoing; or
  - (15) Paying or making a political contribution or a contribution for any political party, political fund, candidate for elected office, candidate for political party office, any committee thereof or committee which contributes to any of the foregoing.
- (s) "Political contribution" means any gift, subscription, loan, advance, deposit of money, allotment of money, or anything of value given or transferred by one person to another, including in cash, by check, by draft, through a payroll deduction or allotment plan, by pledge or promise, whether or not enforceable, or otherwise, for purposes of influencing in any way the outcome of any election. For the purposes of this definition, a political contribution does not include:
- (1) A loan made at a market rate by a lender in the ordinary course of business;
  - (2) The use of real or personal property and the cost of invitations, food, and beverages, voluntarily provided by an individual in rendering voluntary personal services on the individual's residential premises for candidate-related activities; provided the value of the service provided does not exceed an aggregate of \$150.00 in a reporting period as defined in Article 9 of the Illinois Election Code;
  - (3) The sale of any food or beverage by a vendor for use in a candidate's campaign at a charge less than the normal comparable charge, if such charge for use in a candidate's campaign is at least equal to the cost of such food or beverage to the vendor.
- (t) "Political fundraising committee" means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any election, receives or expends money or anything of value or transfers money or anything of value to any other fund, political party, candidate, organization, political action committee, or other entity.
- (u) "Relative" means a Person who is related to an Officer or Employee as spouse or as any of the following, whether by blood or by adoption: parent, child, brother or sister, aunt or uncle, great aunt or great uncle, first cousin, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister and includes the grandfather or grandmother of the Person's spouse and the Person's fiancé or fiancée.

**(r) "Political activity" means:**

- (1) Serving as an officer of a political party, of a political club, or of an organization relating to a campaign for elected office ("organization"); as a member of a national, state or local committee of a political party, club or organization; as an officer or member of a committee of a political party, club or organization; or being a candidate for any of these positions;**
- (2) Organizing or reorganizing a political party, club or organization;**
- (3) Directly or indirectly soliciting, receiving, collecting, handling, disbursing, or accounting for assessments, contributions, or other funds for any political party, political fund, candidate for elected office, candidate for political party office, or any committee thereof or committee which contributes to any of the foregoing;**
- (4) Organizing, selling tickets to, promoting, or actively participating in a fundraising activity of a public officer holder, candidate in an election or political party, political club or an organization;**
- (5) Taking an active part in managing the political campaign of a candidate for public office in an election or a candidate for political party office;**
- (6) Becoming a candidate for, or campaigning for, an elective public office in an election;**
- (7) Soliciting votes in support of or in opposition to a candidate for public office in an election or a candidate for political party office;**
- (8) Acting as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or a candidate in an election;**
- (9) Driving voters to the polls on behalf of a political party or candidate in an election;**
- (10) Endorsing or opposing a candidate for public office in an election or a candidate for political party office in a political advertisement, a broadcast, campaign literature, or similar material, or distributing such material;**
- (11) Serving as a delegate, alternate, or proxy to a political party convention;**
- (12) Addressing a convention, caucus, rally, or similar gathering in support of or in opposition to a candidate for public office or political party office;**

**CHICAGO HOUSING AUTHORITY**

**ATTACHMENT H**

**CONTRACTOR'S AFFIDAVIT**

**CHICAGO HOUSING AUTHORITY**  
**Department of Procurement & Contracts**

**CONTRACTOR'S AFFIDAVIT**

Bidder/Proposer Name: S Medina & Son Landscaping Inc.

Bidder/Proposer Address: 4244 N Albany  
Chicago, IL 60618

IFB/RFP NUMBER: 1088

Federal Employee I.D. #: [REDACTED] or Social Security #: \_\_\_\_\_

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

The undersigned Adan Medina as Vice President  
(Name) (Title)

and on behalf of S Medina & Son Landscaping Inc. ("Contractor") having been duly  
(Business Name)

sworn under oath certifies that:

**I. DISCLOSURE OF OWNERSHIP INTERESTS**

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

|                       |                                     |               |                          |                            |
|-----------------------|-------------------------------------|---------------|--------------------------|----------------------------|
| Bidder/Proposer is a: | <input checked="" type="checkbox"/> | Corporation   | <input type="checkbox"/> | Sole Proprietor            |
| (Check One)           | <input type="checkbox"/>            | Partnership   | <input type="checkbox"/> | Not-for-Profit Corporation |
|                       | <input type="checkbox"/>            | Joint Venture | <input type="checkbox"/> | Other                      |

**CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts**

**CONTRACTOR'S AFFIDAVIT**

Average Annual Sales – Last 3 years: \$295,000

Current Net Worth: \$414,000 Date Business Started 2004

**SECTION 1. FOR PROFIT CORPORATIONS**

- a. Incorporated in the State of Illinois
- b. Authorized to do business in the State of Illinois YES ☒ NO ☐
- c. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

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

|                        |                  |         |         |
|------------------------|------------------|---------|---------|
| <u>Salvador Medina</u> | <u>President</u> | <u></u> | <u></u> |
|------------------------|------------------|---------|---------|

|                    |                       |         |         |
|--------------------|-----------------------|---------|---------|
| <u>Adan Medina</u> | <u>Vice President</u> | <u></u> | <u></u> |
|--------------------|-----------------------|---------|---------|

|                       |                  |         |         |
|-----------------------|------------------|---------|---------|
| <u>Maria C Medina</u> | <u>Treasurer</u> | <u></u> | <u></u> |
|-----------------------|------------------|---------|---------|

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

| NAME (PRINT/Type) | Address | Ownership Interest |
|-------------------|---------|--------------------|
| <u></u>           | <u></u> | <u></u> %          |
| <u></u>           | <u></u> | <u></u> %          |
| <u></u>           | <u></u> | <u></u> %          |
| <u></u>           | <u></u> | <u></u> %          |

- e. Is the corporation owned partially or completely by one or more other Corporations?  
YES ☐ NO ☒
- f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10%



**CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts**

**CONTRACTOR'S AFFIDAVIT**

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

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

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**SECTION 4. NOT-FOR-PROFIT CORPORATIONS**

- a. Incorporated in the State of \_\_\_\_\_.
- b. Authorized to do business in the State of Illinois YES [ ] NO [ ]
- c. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

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

|       |       |       |       |
|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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



**CHICAGO HOUSING AUTHORITY**  
**Department of Procurement & Contracts**

**CONTRACTOR'S AFFIDAVIT**

**II. CONTRACTOR CERTIFICATION**

**A. CONTRACTOR'S ANTI-COLLUSIVE AFFIDAVIT**

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this Contractor's Affidavit or if a subcontractor or subcontractor's affiliated entity during a period of three (3) years prior to the date of award of the subcontract:
  - a. Violated any of the provisions of 18 U.S.C. §666 (a) (2) and 720 ILCS 5/33E-1 et seq.
  - b. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the CHA, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - c. Agreed or colluded, or been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - d. Made an admission of guilt of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of Federal, state or local government as a result of engaging in or being convicted of bid-rigging in violation of the Illinois Criminal Code, 720 ILCS 5/33e-3, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rigging during a period of five (5) years prior to the date of submittal of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating in violation of the Illinois Criminal Code, 720 ILCS 5/33E-

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

4. Additionally, that the undersigned is the party making the foregoing proposal or bid, that such bid or proposal is genuine and not collusive, and that said bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer and has not secured any advantage against the Chicago Housing Authority or any person interested in the proposed contract, nor has said proposer participated with any person or business entity in any collusive scheme to rotate proposals, provide any bribes, kickbacks to CHA employees in violation of any of the provisions of 18 U.S.C. §666 (a) (1) and 720 ILCS 5/33E-1 et seq; or engage in bid rigging; that proposer is not barred from bidding on the subject contract as a result of a violation of either Section 33-E-3 or 33-E-4 of the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq; and that all statements on said proposal are true. Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Contractor's Affidavit are true and correct.
5. The Contractor, its agent, officers or employees have not directly or indirectly solicited non-public information from a CHA officer or employee; entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal in violation of Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. Failure to submit this statement as part of the bid/proposal will make the bid non-responsive and not eligible for award consideration.

**B. SUBCONTRACTOR'S ANTI-COLLUSION AFFIDAVIT**

1. The Contractor has obtained from all subcontractors to be used in performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Sub-Section A of Section II of this affidavit.
2. The Contractor will, prior to using any subcontractor(s), obtain from such all subcontractor(s) to be used in the performance of this contract, but not yet known by the Contractor at this time certifications in form and substance equal to the certification Subsection A of Section II of this Affidavit. The Contractor shall not, without the prior written permission of the CHA, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's

**CHICAGO HOUSING AUTHORITY**  
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affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of any of the conduct described in Section II (A) hereof.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section II for any subcontractors to be used in the performance of this contract and will make such certifications promptly available to the CHA upon request.
4. The Contractor will not, without the prior written consent of the CHA, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to the certification.
5. Contractor hereby agrees, if the CHA so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under the State of Illinois Criminal Code 720 ILCS 5/33e-1 eq seq. as amended. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Section II.

**Notes 1-4 For Section II. Contractor's Certification**

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person control or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity using substantially the same management, ownership or principals as the ineligible entity.
2. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if this employee so convicted is no longer employed by the corporation and: (1) it has been finally indicated not guilty or (2) if it demonstrate to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

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

**III. STATE TAX DELINQUENCIES**

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

1. AM Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting such delinquency in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
  2. AM 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. AM Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above 1.
1. 65 ILCS 5/11 - 42.1 - 1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax

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administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the CHA may enter into the contract if the CHA's Operating Officer determines that:

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

**IV. PUNISHMENT**

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

**V CERTIFICATION REGARDING SUSPENSION AND DISBARMENT**

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, state or local government or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in Section II (A) (1) above; and
4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

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

**VI. EPA CONTRACTOR LISTING**

- A. Bidder/Proposer/Contractor shall comply with all applicable standards, orders and/or requirements established by and/or pursuant to:
1. The Clean Air Act (42 U.S.C. 4701 et. seq.), as amended;
  2. The Clean Water Act (33 U.S.C. 1251 et. seq.), as amended;
  3. The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act (RCA) of 1976 (42 U.S.C. 6901, et. seq.), as amended;
  4. The Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et. seq.), as amended;
  5. Occupational Safety and Health Administration (OSHA) regulations, and any amendments thereto;
  6. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. 9601 et. seq.), as amended;
  7. Illinois Environmental Protection Agency regulations, as amended;
  8. Illinois Department of Labor regulations, as amended;
  9. City of Chicago Ordinances, as amended;
- B. Bidder/Proposer/Contractor shall not use any facility on the Environmental Protection Agency's ("EPA") List of Violating Facilities in the performance of this Contract for the duration of time that the facility remains on the List.

**CHICAGO HOUSING AUTHORITY**  
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**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, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352.

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

**VIII. CERTIFICATION OF NONSEGREGATED FACILITIES**

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

- A. **REPORTS:** Within thirty (30) days after CHA award to the Contractor of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Contractor shall file Standard Form 100, entitle "Equal Employment Opportunity Employer Information Report EEO" in accordance with instructions contained therein, unless the Contractor has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. **PRIOR REPORTS:** If the Contractor has participated in a previous contract or subcontract subject to Equal Opportunity Clause (41 C.F.R. Sec 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NONSEGREGATED FACILITIES:** The Contractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the IFB or RFP. As used in this certification, the term "segregated facilities" means waiting room, waiting area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Contractor further



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

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

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

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

**IX. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

YES   ✓   NO           

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

YES   ✓   NO

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**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. SECTION 3 CERTIFICATION**

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

**XII. INCORPORATION INTO CONTRACT AND COMPLIANCE**

The above certifications set forth in this Contractor's Affidavit shall become part of Contract No. 1088 and incorporated by reference as if fully set forth therein. Further, the Contractor shall comply with these certifications during the term of the Contract.

**XIII. ETHICS POLICY**

The Contractor hereby certifies that it shall comply with all the applicable provisions of the CHA's Ethics Policy adopted by the CHA Board on June 2004, 95-HUD-5 especially Sections 19 through 25 thereof. The Contractor further certifies that it has received and read a copy of the CHA's Ethics Policy.

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**CONTRACTOR'S AFFIDAVIT**

**XIV. VERIFICATION**

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.



\_\_\_\_\_  
Signature of President or Authorized Officer

\_\_\_\_\_  
Adan Medina

\_\_\_\_\_  
Name of President or Authorized Officer

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
773-410-1070

\_\_\_\_\_  
Telephone Number

State of ILLINOIS )

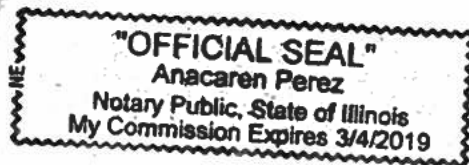
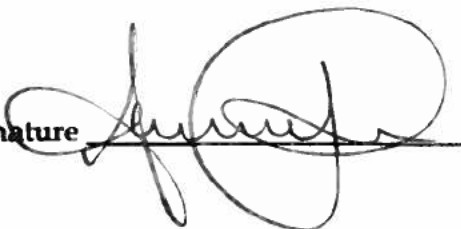
County of COOK )

Signed and sworn to before me this 15th day of June, 20 16  
by

Adan Medina (Name) as Vice President

(Title) of S Medina & Son Landscaping Inc. (Contractor)

Notary Public Signature



**CHICAGO HOUSING AUTHORITY**

**ATTACHMENT I**

**REGION VACANT LOTS**

**ATTACHMENT I  
REGION 1 - VACANT LOTS  
(SCATTERED SITES N. CENTRAL)**

| <b>Region</b> | <b>Property Addresses</b>  |
|---------------|----------------------------|
| 1             | 2608 West North Ave.       |
| 1             | 1615 North Talman          |
| 1             | 1614 North Rockwell        |
| 1             | 1010 N. Keystone           |
| 1             | 730 N. Willard             |
|               | <b>5 Total Vacant Lots</b> |

**\*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 the CHA.**

**ATTACHMENT I**  
**REGION 2 - VACANT LOTS**  
**(ROCKWELL / MAPLEWOOD COURTS - HORNER - SCATTERED SITES)**

| Region                          | Property Addresses          |
|---------------------------------|-----------------------------|
| <b>Rockwell/Maplewood Court</b> |                             |
| 2                               | 2554 W. Monroe              |
| 2                               | 2552 W. Monroe              |
| 2                               | 2546 W. Monroe              |
| 2                               | 2540 W. Monroe              |
| 2                               | 2534-36 W. Monroe           |
| 2                               | 2532 W. Monroe              |
| 2                               | 2450 W. Monroe              |
| 2                               | 2547 W. Monroe              |
| 2                               | 2543 W. Monroe              |
| 2                               | 2531 W. Monroe              |
| 2                               | 2522 W. Monroe              |
| 2                               | 117-21 & 141 South Rockwell |
| 2                               | 2549 W. Monroe              |
| 2                               | 150 S. Western Ave.         |
| 2                               | 2517 W. Adams               |
| 2                               | 2500 W. Jackson Blvd.       |
| 2                               | 2515 W. Jackson             |
| 2                               | 212 S. Campbell St.         |
| 2                               | 2540 W. Jackson Blvd.       |
| 2                               | 200 S. Western              |
| 2                               | 330 S. Maplewood            |
| 2                               | 320 S. Maplewood            |
| 2                               | 2514 Van Buren Street       |
| 2                               | 2529 W. Monroe              |
| 2                               | 2501 West Monroe            |
| <b>Horner</b>                   |                             |
| 2                               | 1943 W. Lake                |
| 2                               | 1847 W. Lake                |
| 2                               | 141 N Wolcott/1847 W Lake   |
| 2                               | 140 N. Wood                 |
| 2                               | 1900 W. Washington Street   |
| 2                               | 1920 W. Washington Street   |
| 2                               | 1850 W. Washington Street   |
| <b>Scattered Sites</b>          |                             |
| 2                               | 3043 W. Armitage            |
| 2                               | 1719 North Talman           |
| 2                               | 430 N. Harding              |
| 2                               | 3137 W. Washington          |
| 2                               | 2947 W. Warren              |
| 2                               | 2634 W. Maypole             |
| 2                               | 4217 W. Adams               |
| 2                               | 4226 W. Van Buren           |
| 2                               | 1240 S. Tripp               |
| 2                               | 1520-32 S. Millard          |
| 2                               | 2701- 15 West 25th Street   |
| 2                               | 1142 North Wolcott Ave.     |
| 2                               | 2500 -14 S. Washtenaw       |
| 2                               | 3531 W. 13TH Place          |

**ATTACHMENT I  
REGION 2 - VACANT LOTS  
(ROCKWELL / MAPLEWOOD COURTS - HORNER - SCATTERED SITES)**

|                             |                        |
|-----------------------------|------------------------|
| 2                           | 1400-10 S. Albany      |
| 2                           | 2135 W. Warren         |
| 2                           | 2733 W. 25th Street    |
| 2                           | 109 N. Mayfield        |
| 2                           | 5557 W. Congress       |
| 2                           | 1524-32 S. Millard     |
| 2                           | 3220 -24 W 13th Street |
| 2                           | 736 N. Throop          |
| 2                           | 3531 W 13th Place      |
| 2                           | 5557 W. Congress       |
| 2                           | 1501-31 S. Millard     |
| 2                           | 1243 S. California     |
| 2                           | 1248 S. Fairfield      |
| 2                           | 1314 S. Fairfield      |
| 2                           | 1237 S. Fairfield      |
| 2                           | 1339 S. Fairfield      |
| 2                           | 1248 S. Washtenaw      |
| 2                           | 1328 S. Washtenaw      |
| <b>64 Total Vacant Lots</b> |                        |

**\*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 the CHA.**

**ATTACHMENT I  
REGION 3 - VACANT LOTS**

| <b>Region</b>          | <b>Property Addresses</b>          |
|------------------------|------------------------------------|
| <b>Stateway</b>        |                                    |
| 3                      | 3615-17 S. Federal Street          |
| 3                      | 3737-69 S. Federal                 |
| 3                      | 3833-35 S. Federal                 |
| 3                      | 3737-69 S. State                   |
| 3                      | 3833-35 S. State                   |
| <b>Taylor</b>          |                                    |
| 3                      | 4031 S. State Street               |
| 3                      | 3919 S. Federal Street             |
| 3                      | 3950 S. State Street               |
| 3                      | 4037 S. Federal Street             |
| 3                      | 4555 S. Federal Street             |
| 3                      | 100 W. 47th Street/4640 S. Federal |
| 3                      | 4630 S. Federal Street             |
| 3                      | 4845 S. Federal Street             |
| 3                      | 4947 S. Federal Street             |
| 3                      | 37-39 W. 47th Street               |
| 3                      | 4700 S. State Street               |
| 3                      | 4844 S. State Street               |
| 3                      | 4848 S. State Street               |
| 3                      | 4946 S. State Street               |
| 3                      | 4950 S. State Street               |
| 3                      | 5001 S. Federal                    |
| 3                      | 5041 S. Federal                    |
| 3                      | 5120 S. Federal Street             |
| 3                      | 5135 S. Federal Street             |
| 3                      | 5100 S. State Street               |
| 3                      | 5247 S. Federal                    |
| 3                      | 5201 S. Federal                    |
| 3                      | 5266 S. State Street               |
| 3                      | 5323 S. Federal                    |
| 3                      | 5322 S. State                      |
| <b>Washington Park</b> |                                    |
| 3                      | 823 East 42nd Street               |
| 3                      | 4100 South Ellis                   |
| 3                      | 4140-48 South Ellis                |
| 3                      | 4154 South Lake Park               |
| 3                      | 560-62 E. 40th Street              |
| 3                      | 557-67 E. 40th Street              |
| 3                      | 4599 South Oakenwald               |
| 3                      | 4593-95 South Oakenwald            |
| 3                      | 3909 S. Indiana                    |
| 3                      | 3910-12 S. Indiana Street          |
| 3                      | 3914-16 S. Indiana Street          |
| 3                      | 4140 S. Langley Avenue             |
| 3                      | 4100 S. Ellis                      |
| 3                      | 4247 S. Wabash                     |
| 3                      | 604-06 E. 40th Street              |
| 3                      | 600-02 E. 40th Street              |
| 3                      | 601-11 E. 40th Street              |



**ATTACHMENT I  
REGION 3 - VACANT LOTS**

|                              |                             |
|------------------------------|-----------------------------|
| 3                            | 4400-02 S. St. Lawrence     |
| 3                            | 4120 S. St. Lawrence        |
| 3                            | 550 E. 41st Street          |
| 3                            | 709-711 E. 41st Street      |
| 3                            | 6215 S. Wabash              |
| 3                            | 4140 S. Langley             |
| 3                            | 4141 S. Langley             |
| 3                            | 641-51 E. 40th Street       |
| 3                            | 4200 S. Langley             |
| 3                            | 4412-26 S. Wabash           |
| 3                            | 4440 S. Cottage Grove       |
| 3                            | 4445 South Evans            |
| 3                            | 4414 S. Cottage Grove       |
| 3                            | 4520-22 S. Champlain Avenue |
| 3                            | 4524-26 S. Champlain Avenue |
| 3                            | 1512-18 E. 62nd Street      |
| 3                            | 1500-06 E. 62nd Street      |
| 3                            | 6141-49 S. Wabash           |
| 3                            | 4200 S. Michigan            |
| 3                            | 220 East 63rd Street        |
| 3                            | 220 East 63rd Street        |
| 3                            | 6141-49 S. Calumet Avenue   |
| 3                            | 4528-30 S. Champlain Avenue |
| 3                            | 6217-19 S. Calumet          |
| 3                            | 6127-41 S. Calumet Avenue   |
| 3                            | 6253 S. Calumet             |
| <b>Prairie Courts</b>        |                             |
| 3                            | 2822 S. Prairie             |
| 3                            | 2815-23 S. Prairie          |
| 3                            | 2818-20 S. Calumet          |
| 3                            | 2707-09 S. Prairie          |
| 3                            | 2802 S. Calumet             |
| 3                            | 2711 S. Prairie             |
| 3                            | 2804-16 S. Calumet          |
| 3                            | 2717 S. Prairie             |
| <b>Lakefront / Lake Parc</b> |                             |
| 3                            | 4154 S. Lake Park           |
| 3                            | 1132 E. 42nd Street         |
| 3                            | 1130 E 41st Street          |
| 3                            | 4040 S. Oakenwald           |
| 3                            | 4593-95 S Oakenwald         |
| <b>Scattered Sites</b>       |                             |
| 3                            | 515 E. 41st Street          |
| 3                            | 6314 S. Ellis Avenue        |
| 3                            | 6349 S. Ellis               |
| 3                            | 6405 S. Ellis               |
| 3                            | 6553 S. Ellis Ave.          |
| 3                            | 6508 S. Greenwood           |
| 3                            | 200 E. 63rd Street          |
| 3                            | 1501 E. 67th Street         |
| 3                            | 1419 E. 69th Street         |
| 3                            | 1446 E. 70th Street         |

**ATTACHMENT I  
REGION 3 - VACANT LOTS**

|   |                             |
|---|-----------------------------|
| 3 | 1506 E. 70th Street         |
| 3 | 6531 S. University Ave.     |
|   | <b>98 Total Vacant Lots</b> |

**\*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 the CHA.**

**ATTACHMENT I**  
**REGION 4 - VACANT LOTS**

| <b>Region</b> | <b>Property Addresses</b>                    |
|---------------|--|
| 4             | 829-43 S. Ada                                |
| 4             | 845 S. Ada                                   |
| 4             | 860 S. Lytle                                 |
| 4             | 1248 W. Taylor Street/918-28 S. Lytle        |
| 4             | 1250 W. Taylor                               |
| 4             | 1322-24 W. Taylor/917-27 S. Ada              |
| 4             | 901 S. Ada                                   |
| 4             | 916 S. Lytle                                 |
| 4             | 1205-1207 W. Cabrini Street                  |
| 4             | 1229-1231 W. Cabrini Street                  |
| 4             | 1261-65 W. Cabrini Street                    |
| 4             | 821 S. Ada/1269-81 W. Cabrini Street         |
| 4             | 822 S. Lytle/1245-57 W. Cabrini Street       |
| 4             | 830-44 S. Lytle                              |
| 4             | 844-846 S. Racine/1209-1211 W. Cabrini       |
| 4             | 847-849 S. Lytle/1227-1223 W. Cabrini        |
| 4             | 1313 W. Arthington                           |
| 4             | 1328-44 W Taylor                             |
| 4             | 902-16 S. Ada                                |
| 4             | 1313-17 W. Grenshaw/1306-24 Roosevelt Street |
| 4             | 1321-41 W. Grenshaw Street                   |
| 4             | 1349-53 Grenshaw/1336-54 Roosevelt           |
| 4             | 1207 W. Taylor                               |
| 4             | 1521-35 W. Roosevelt                         |
| 4             | 1519 W. Roosevelt                            |
| 4             | 1517 W. Roosevelt                            |
| 4             | 1515 W. Roosevelt                            |
| 4             | 1511 W. Roosevelt                            |
| 4             | 1509 W. Roosevelt                            |
| 4             | 1507 W. Roosevelt                            |
| 4             | 1510-20 W. Washburne                         |
| 4             | 1522-28 W. Washburne                         |
| 4             | 1530-36 W. Washburne                         |
| 4             | 1216-22 S. Laffin                            |
| 4             | 1457 W. Roosevelt                            |
| 4             | 1457 W Roosevelt                             |
| 4             | 1449 W Roosevelt                             |
| 4             | 1433 W Roosevelt                             |
| 4             | 1431 W Roosevelt                             |
| 4             | 1432-38 W. Washburne                         |
| 4             | 1440-50 W. Washburne                         |
| 4             | 1452-62 W. Washburne                         |
| 4             | 1280-88 W. Washburne                         |
| 4             | 1244-60 W. Washburne                         |
| 4             | 1226-42 W. Washburne                         |
| 4             | 1527-37 W. Washburne                         |
| 4             | 1510 W. 13th Street                          |
| 4             | 1526-28 W. 13th Street                       |
| 4             | 1530-40 W. 13th Street                       |
| 4             | 1217-23 S. Laffin                            |

**ATTACHMENT I  
REGION 4 - VACANT LOTS**

|   |                             |
|---|-----------------------------|
| 4 | 1520 W. Hastings            |
| 4 | 1530-40 W. Hastings         |
| 4 | 1433 W. 13th Street         |
| 4 | 1440 W. 13th Street         |
| 4 | 1508 W. 14th Street         |
| 4 | 1516 W. 14th Street         |
| 4 | 1528 W. 14th Street         |
| 4 | 1410 W. 14th Street         |
| 4 | 1440 W. 14th Street         |
| 4 | 1525 W. 14th Street         |
| 4 | 1510 W. 14 Place            |
| 4 | 1524 W. 14th Place          |
| 4 | 1534 W. 14th Place          |
| 4 | 1259 W. 14th Street         |
| 4 | 1520 W. 15th Street         |
| 4 | 1511 W. 14th Place          |
| 4 | 1515 W. 14th Place          |
| 4 | 1532 W. 15th Street         |
| 4 | 1251 W. 14th Street         |
| 4 | 1425 S. Throop              |
| 4 | 1440 S. Blue Island Avenue  |
| 4 | 1448 S. Blue Island Avenue  |
| 4 | 1452 S. Blue Island Avenue  |
| 4 | 1507-11 W. Roosevelt Road   |
| 4 | 1511-15 W. Roosevelt Road   |
| 4 | 1517-35 W. Roosevelt Road   |
|   | <b>76 Total Vacant Lots</b> |

**\*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 the CHA.**

**ATTACHMENT I  
REGION 5 - VACANT LOTS**

| <b>Region</b> | <b>Property Addresses</b>           |
|---------------|-------------------------------------|
| 5             | 11932 S. Stewart                    |
| 5             | 334 W. 42nd Street                  |
| 5             | 313 W. 42nd Street                  |
| 5             | 5404 S. Dearborn                    |
| 5             | 661 W. 129th Street                 |
| 5             | 5259 S. Emerald                     |
| 5             | 537 W. 56th Pl.                     |
| 5             | 525 W. 56th Pl.                     |
| 5             | 610 W. 61st Street                  |
| 5             | 5519 South Elizabeth                |
| 5             | 5730 South Bishop                   |
| 5             | 5719 S. Carpenter                   |
| 5             | 6241 S. May                         |
| 5             | 5626 S. Paulina                     |
| 5             | 1641 W. 56th Street                 |
| 5             | 1639 W. 56th St./5600 S. Marshfield |
| 5             | 5821 S. Damen                       |
| 5             | 6238 S. Hermitage                   |
| 5             | 6938 S. Wallace                     |
| 5             | 5628 S. Ada                         |
| 5             | 7440 S. Green                       |
| 5             | 537 W. 56th Pl.                     |
| 5             | 7423 S. Peoria                      |
|               | <b>23 Total Vacant lots</b>         |

**\*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 the CHA.**

# **CHA BOARD APPROVED ETHICS POLICY**

**CHANGE.**  
CHICAGO HOUSING AUTHORITY

Approved by CHA Board of Commissioners  
June 15, 2004

# CHA ETHICS POLICY

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# **CHA ETHICS POLICY**

## **ARTICLE I. DEFINITIONS**

Whenever used in this Ethics Policy the following terms shall have the following meanings:

- (a) "Administrative action" means any decision on, or any proposal, consideration, enactment or making of any rule, regulation, or any other official nonministerial action or non-action by any department, or by any Officer or Employee of any department, or any matter which is within the official jurisdiction of the Chief Executive Officer.
- (b) "Board of Commissioners" means the governing body of the CHA which establishes, approves, and/or enacts policies for the CHA.
- (c) "Business relationship" means any contractual or other private business dealing of any Officer or Employee, or of his or her spouse, or of any entity in which the Officer or Employee or his or her spouse has a financial interest with a Person or entity which entitles the Officer or Employee to compensation or payment in the amount of \$2,500 or more during the prior twelve months.

Provided, however, that the exclusions applicable to a "Financial interest," as set forth in subsection (n), except for the exclusion set forth as (n)(a), shall also apply with respect to a "business relationship." "Contractual or other private business dealing" shall not include any employment relationship of an Officer or Employee's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the CHA. For purposes of this Policy only, "compensation or payment" as used in the definition of "business relationship" shall not include any income from an employer-sponsored pension plan.

- (d) "CHA" means the Chicago Housing Authority.
- (e) "Compensation" means money, thing of value or other pecuniary benefit received or to be received in return for, or as reimbursement for, services rendered or to be rendered.
- (f) "Contractor" means any entity or Person (including his agents or employees acting within the scope of their employment) doing business with the CHA.
- (g) "Contract management authority" means personal involvement in or direct supervisory responsibility for the formulation or execution of a CHA contract, including without limitation, the preparation of specifications, evaluation of bids or proposals, negotiation of contract terms or supervision of performance.

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- (h) "Doing business" means any one or any combination of sales, purchases, leases or contracts to, from or with the CHA in an amount in excess of \$10,000.00 in any 12 consecutive months.
- (i) "Economic interest" means any interest valued or capable of valuation in monetary terms; provided, that "economic interest" is subject to the same exclusions as "Financial interest."
- (j) "Employee" means an individual employed by the CHA, whether part-time or full-time, but excludes paid and unpaid members of the Board of Commissioners.
- (k) "Ethics Officer" means the person responsible for monitoring and enforcing the CHA Ethics Policy.
- (l) "Expenditure" means a payment, distribution, loan, advance, deposit, or gift of money or anything of value.
- (m) "Financial interest" means (i) any interest as a result of which a Person currently receives or is entitled to receive in the future more than \$2,500.00 per calendar year; (ii) any interest with a cost or present value of \$5,000.00 or more; or (iii) any interest representing, or resulting from ownership of, more than ten (10) percent of a privately held corporation, limited liability company, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust, or any legal entity organized for profit. Financial interest shall not include (a) any interest of the spouse of an Officer or Employee which interest is related to the spouse's independent occupation, profession or employment; (b) any ownership through purchase at fair market value or through exchange of shares through acquisition or merger or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (c) the authorized compensation paid to an Officer or Employee for his office or employment; (d) any economic benefit provided equally to all tenants of the CHA or to the public; (e) a time or demand deposit in a financial institution; (f) an endowment or insurance policy or annuity contract purchased from an insurance company.
- (n) "Gift" means any thing of value given without consideration or expectation of return.
- (o) "Immediate family member" means mother, father, grandmother, grandfather, grandchildren, brother, and sister.
- (p) "Officer" means any paid or unpaid member of the CHA Board of Commissioners.
- (q) "Person" means any individual, entity, corporation, limited liability company, partnership, sole proprietorship, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, whether or not operated for profit.

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- (v) "Reporting individual" includes the following persons:
  - (1) Each Officer; and
  - (2) Each Employee who is compensated for services or occupies a budgeted position as an Employee at a rate established by the Ethics Officer pursuant to Article III, Section 1(a).
- (w) "Resolution" means any resolution, amendment, report or any other matter pending or proposed to the Board of Commissioners or a committee or a subcommittee including any other matters which may be the subject of a Board of Commissioners' action.
- (x) "Seeking to do business" means (1) taking any action within the past six (6) months to obtain a contract or business from the CHA when, if such action were successful, it would result in the Person's doing business with the CHA; and (2) the contract or business sought has not been awarded to any Person.
- (y) "Subcontractors" means any entity or Person (including officers, agents, or employees acting within the scope of their employment) paid, directly or indirectly, with CHA funds for services which will inure to the benefit of the CHA, regardless of the nature of the relationship of such individual to the CHA for purposes other than this policy.
- (z) "Vendor" means any Person who has provided goods or services to the CHA pursuant to contract and has been paid an amount totaling more than \$10,000 for those goods or services within any consecutive 12-month period in the past four years.

## **ARTICLE II. CODE OF CONDUCT**

### **Section 1. Fiduciary Duty**

Officers and Employees of the CHA shall at all times in the performance of their duties owe a fiduciary duty to the CHA.

### **Section 2. Applicability**

This Policy applies to all CHA Officers, Employees, Contractors and Subcontractors. All Officers, Employees and Contractors shall sign a statement acknowledging that they (1) have received a copy of this Policy, (2) have read its contents, (3) agree to adhere to its provisions, and (4) may be subject to sanctions, up to and including immediate dismissal or removal, if they violate any provisions of this Policy.

Approved by CHA Board of Commissioners  
June 15, 2004

### **Section 3. Improper Influence**

No Officer or Employee shall make, participate in making or in any way attempt to use his position to influence any CHA decision or action in which he knows or has reason to know that he has any Economic interest distinguishable from its effect on the public generally.

### **Section 4. Offering, Receiving and Soliciting Gifts or Favors**

- (a) No Person shall give to any Officer or Employee, or to the spouse or minor child of either of them, or any Immediate family member residing with the Officer or Employee, and none of them shall solicit or accept, any anonymous gift.
- (b) No Person shall give or offer to give to any Officer, Employee or Contractor, or to the spouse or minor child of either of them, or any Immediate family member residing with the Official or Employee, and none of them shall accept, anything of value, including, but not limited to, a gift, favor or promise of future employment, based upon any mutual understanding, either explicit or implicit, that the votes, official actions, decisions or judgments of any Officer, Employee or Contractor, concerning the business of the CHA would be influenced thereby. It shall be presumed that a nonmonetary gift having a value of less than \$50.00 does not involve such an understanding.
- (c) No Person who has an Economic interest in a specific CHA business, service or regulatory transaction, shall give, directly or indirectly, to any CHA Officer or Employee whose decision or action may substantially affect such transaction, or to the spouse, minor child of any of them, or any Immediate family member residing with the Officer or Employee, and none of them shall accept, any gift of (i) cash or its equivalent regardless of value, or (ii) an item or service other than a gift with a value of less than \$50.00 as long as the items or services from any one source do not exceed a cumulative value of \$100 during any calendar year. Nothing herein shall be construed to prohibit any such Person from accepting any gift from a Relative.
- (d) Except as prohibited in subsections (a) and (b), nothing in this section shall prohibit any Person from giving or receiving: (i) an award publicly presented in recognition of public service; (ii) commercially reasonable loans evidenced in writing with repayment due by a date certain made in the ordinary course of the lender's business; (iii) political contributions, provided they are reported to the extent required by law; (iv) reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with public events, appearances or ceremonies related to official CHA business, if furnished by the sponsor of such public event.
- (e) Any gift given in violation of the provision of this section shall be turned over to the Ethics Officer, as soon as practicable, but no later than 30 days after its receipt, who shall add the gift to the inventory of CHA property.

Approved by CHA Board of Commissioners  
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- (f) Nothing in this section shall prohibit any Officer or Employee, or his spouse or minor child, or any Immediate family member residing with the Officer or Employee, from accepting a gift on the CHA's behalf; provided, however, that the Person accepting the gift shall promptly report receipt of the gift to the Ethics Officer, who shall add it to the inventory of CHA property.
- (g) Any Officer or Employee who receives any gift or money for participating in the course of his CHA public employment in speaking engagements, lectures, debates or organized discussion forums shall report it to the Ethics Officer within five (5) business days.

#### **Section 5. Solicitation or Receipt of Money for Advice or Assistance**

No Officer or Employee, or the spouse or minor child of any of them, or any Immediate family member residing with the Officer or Employee shall solicit or accept any money or other thing of value including, but not limited to, gifts, favors, services or promises of future employment, in return for advice or assistance on matters concerning the operation or business of the CHA; provided, however, that nothing in this section shall prevent an Officer or Employee or the spouse of an Officer or Employee from accepting compensation for services wholly unrelated to the Officer's or Employee's CHA duties and responsibilities and rendered as part of his or her non-CHA employment, occupation or profession if the Employee has complied with the approval provisions of Article II, Section 11.

#### **Section 6. CHA-Owned Property**

No Officer, Employee, or Contractor shall engage in or permit the unauthorized use of CHA-owned property. Nothing in this provision prohibits Officers and Employees from utilizing telephone, facsimile, pagers, and computer equipment for limited personal use consistent with CHA's Communications Equipment Policy.

#### **Section 7. Use or Disclosure of Confidential Information**

No current or former Officer or Employee shall use or disclose, other than in the performance of his official duties and responsibilities, or as may be required by law, confidential information gained in the course of or by reason of his position or employment. For purposes of this section, "confidential information" means any information that may not be obtained pursuant to the Illinois Freedom of Information Act, or disclosed under the Illinois Open Meetings Act, or obtained without a court order.

#### **Section 8. Conflicts of Interest; Appearance of Impropriety**

- (a) No Officer or Employee shall make or participate in the making of any policy, governmental, or administrative decision with respect to any matter in which he has any Economic interest distinguishable from that of the general public.

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- (b) To avoid even the appearance of impropriety, any Officer who:
- (1) has any Economic interest in any matter pending before the CHA distinguishable from that of the general public; or
  - (2) has a Business relationship with a Person or entity with a matter pending before the CHA Board of Commissioners or any board committee that requires board action,
- shall publicly disclose the nature and extent of such interest or Business relationship on the records of proceedings of the Board of Commissioners, and shall also notify the Ethics Officer of such interest within 72 hours of delivery of information regarding the matter to the board member, or as soon thereafter as the member is or should be aware of such potential conflict of interest. The Ethics Officer shall make such disclosures available for public inspection and copying immediately upon receipt. The board member shall abstain from voting on the matter but shall be counted present for purposes of a quorum. The obligation to report a potential conflict of interest under this subsection arises as soon as the member of the CHA Board of Commissioners is or should be aware of such potential conflict.
- (c) Any Officer or Employee who has a Financial interest in any matter pending before the CHA shall disclose the nature of such interest to the Ethics Officer and the General Counsel and, if the matter is pending in his own department, to the head of the department, except as provided by subsection (b). The obligation to report under this subsection arises as soon as the Officer or Employee is or should be aware of the pendency of the matter. This subsection does not apply to applications for health, disability or workers' compensation benefits.

#### **Section 9. Representation of Other Persons**

- (a) No Officer or Employee may represent, or have an Economic interest in the representation of, any Person other than the CHA in any formal or informal proceeding or transaction before the CHA in which the CHA's action or non-action is of a nonministerial nature; provided that nothing in this subsection shall preclude any Employee from performing the duties of his employment, or any appointed Officer from appearing without compensation before the CHA on behalf of his constituents in the course of his duties as an appointed Officer.
- (b) No Officer or Employee may have an Economic interest in the representation of any Person, in any judicial or quasi-judicial proceeding before any administrative agency or court in which the CHA is a party and that Person's interest is adverse to that of the CHA, or in any judicial or quasi-judicial proceeding before any administrative agency or court in which the CHA may be liable for the judgment or may be obligated to indemnify any of the parties.

- (c) No Officer or Employee may represent any Person in the circumstances described in subsection (a) or (b) unless the matter is wholly unrelated to the Officer's or Employee's CHA duties and responsibilities.

#### **Section 10. Post-Employment Restrictions**

- (a) No former Officer or Employee shall assist or represent any Person other than the CHA in any judicial or administrative proceeding involving the CHA, if the Officer or Employee was counsel of record or participated personally and substantially in the proceeding during his term of office or employment.
- (b) No former Officer or Employee shall, for a period of one year after the termination of the Officer's or Employee's term of office or employment, assist or represent any person in any business transaction involving the CHA, if the Officer or Employee participated personally and substantially in the subject matter of the transaction during his term of office or employment; provided, that if the Officer or Employee exercised contract management authority with respect to a contract this prohibition shall be permanent as to that contract.
- (c) The provisions of subsection (b) do not apply to any former Officer or Employee who is acting within the scope of his employment while employed by any other governmental unit.

#### **Section 11. Outside Employment**

An Employee desiring to engage in outside employment shall obtain a written request for approval from his department head before accepting employment. The department should provide copies of the written request form for outside employment to the Ethics Officer, Human Resources Director, and the General Counsel. A copy of the approved application shall be kept permanently in the Employee's personnel file. No Officer or Employee shall engage in any outside employment that conflicts with any provision of this Policy.

#### **Section 12. Interest in CHA Business**

No Officer or Employee shall have a Financial interest in his own name or in the name of any other Person in any contract, subcontract, work or business of the CHA, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the CHA. Compensation for property taken pursuant to the CHA's eminent domain power shall not constitute a Financial interest within the meaning of this section. Unless sold pursuant to a process of competitive bidding following public notice, no Officer or Employee shall have a Financial interest in the purchase of any property that (i) belongs to the CHA, or (ii) is sold by virtue of legal process initiated by the CHA. No Officer or Employee shall engage in a transaction described in this section unless the matter is wholly unrelated to the Officer's or Employee's CHA duties and responsibilities.

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### **Section 13. Prohibited Conduct**

- (a) No Officer or Employee or the spouse of such Officer or Employee, or any entity in which such Officer or Employee or his or her spouse has a Financial interest, shall apply for, solicit, accept or receive a loan of any amount from any Person who is either Doing business or seeking to do business with the CHA; provided, however, that nothing in this section prohibits application for, solicitation for, acceptance of or receipt of a loan from a financial lending institution, if the loan is negotiated at arm's length and is made at a market rate in the ordinary course of the lender's business. This subsection shall not apply to an entity in which the only financial interest of the Officer or Employee or his or her spouse is related to the spouse's independent occupation, profession or employment.
- (b) No Officer, or the head of any CHA department, shall knowingly retain or hire as a CHA Employee or CHA contractor any Person with whom any Officer or Employee has a Business relationship. For purposes of this section, "Business relationship," shall have that meaning attributed to it in Article I(c).

### **Section 14. Employment of Relatives**

- (a) No Officer or Employee shall employ, advocate for employment, or supervise, in any CHA department in which said Officer or Employee serves or over which he exercises authority, supervision, or control, any Person (i) who is a Relative of said Officer or Employee, or (ii) in exchange for or in consideration of the employment of any of said Officer's or Employee's Relatives by any other Officer or Employee.
- (b) No Officer or Employee shall exercise Contract management authority where any Relative of the Officer or Employee is employed by or has contracts with Persons doing CHA work over which the Officer or Employee has exercised or exercises Contract management authority over any CHA contract if a Relative of the Officer or Employee will perform any part of the contract, or will derive an economic benefit from the contract, or if any relative exercises or has exercised contract management authority over the contract.
- (c) No Officer or Employee shall use or permit the use of his position to assist any Relative in securing employment or contracts with Persons over whom the Employee or Officer exercises Contract management authority. The employment of or contracting with a Relative of such a CHA Officer or Employee by such a Person within six months prior to, during the term of, or six months subsequent to the period of a CHA contract shall create a rebuttable presumption that said employment or contract was obtained in violation of this Policy .

**Section 15. Solicitation or Acceptance of Political Contributions and Membership on Political Fundraising Committees**

- (a) The Hatch Act, 5 U.S.C. §1501 et. seq. restricts the political activity of Employees in that they (i) may not be candidates for public office in a partisan election; (ii) may not use official authority or influence for the purpose of interfering with or affecting the results of an election or a nomination for office; or (iii) may not directly or indirectly coerce contributions from another Officer or Employee in support of a political party or candidate.
- (b) No Officer or Employee shall compel, coerce or intimidate any other Officer or Employee to make, refrain from making or solicit any Political contribution or engage in Political activities during working hours. Nothing in this section shall be construed to prevent any Officer or Employee from voluntarily making or soliciting an otherwise permissible contribution or from receiving an otherwise permissible voluntary contribution.
- (c) No Officer or Employee shall knowingly solicit or accept any Political contribution from a Person Doing business or seeking to do business with the CHA.
- (d) No Person with Contract management authority shall serve on any Political fundraising committee.

**ARTICLE III. FINANCIAL DISCLOSURE**

**Section 1. Statements of Financial Interests**

- (a) On or before January 1st of each year, the Ethics Officer shall issue a statement indicating the rate of compensation that will require reporting under this section. Such statement shall be based upon the Annual Average of the U.S. City Average Consumer Price Index for Urban Wage Earners and Clerical Workers (C.P.I.W.) published by the U.S. Department of Labor, Bureau of Labor Statistics. The statement issued by the Ethics Officer each year shall reflect the percent change that occurred between the most recently published Annual Average of the C.P.I.W. and the Annual Average published in the previous year;
- (b) Each Reporting individual shall file by May 1st of each year a verified written statement of financial interests in accordance with the provisions of this article, unless he has already filed a statement with the Ethics Officer in that calendar year. A statement of financial interests is considered filed when it is properly completed and received by the Ethics Officer.
- (c) Statements of financial interests shall also be filed by the following:
  - (i) A Person whose employment with the CHA is subject to consideration and approval by the CHA Board when the request to approve his employment is submitted to the Board for consideration;

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- (ii) Any other Person, when he becomes a Reporting individual, including Officers or Employees who become Reporting individuals because they are newly hired or appointed or are receiving pay increases.
- (d) The Department of Human Resources shall cooperate with the Ethics Officer in notifying Persons listed in subdivisions (i) and (ii) of subsection (c) of this section of their obligation to file statements of financial interests and in effecting the filing of such statements.
- (e) No Officer or Employee shall be allowed to perform his duties, nor shall receive compensation from the CHA, unless he has filed a statement of financial interests with the Ethics Officer as required by this chapter. Any Officer or Employee who fails to file a statement of financial interests shall be referred to the General Counsel and the Chair of the Board of Commissioners to determine what further action should be taken.

## **Section 2. Content of Statements**

Statements of financial interests shall contain the following information:

- (a) The name, address, and type of any professional, business or other organization (other than the CHA) in which the Reporting individual was an officer, director, associate, partner, proprietor or employee, or served in any advisory capacity, and from which any income in excess of \$2,500.00 was derived during the previous calendar year;
- (b) The nature of any professional, business or other services rendered by the Reporting individual or by his or her spouse, or by any entity in which the Reporting individual or his or her spouse has a Financial interest, and the name and nature of the Person or entity (other than the CHA) to whom or to which such services were rendered if, during the preceding calendar year, (1) compensation in excess of \$5,000 was received for professional or other services by the Reporting individual, or by such Reporting individual's spouse, or by an entity in which the Reporting individual or his or her spouse has a Financial interest and (2) the Person or entity was doing business with the CHA;
- (c) The identity of any capital asset, including the address or legal description of real estate, from which the Reporting individual realized a capital gain of \$5,000.00 or more in the preceding calendar year other than the sale of the Reporting individual's principal place of residence;
- (d) The name of any unit of government, other than the CHA, which employed the Reporting individual during the preceding calendar year;

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- (e) The name of any Person from whom the Reporting individual received during the preceding calendar year one or more gifts or honoraria having an aggregate value in excess of \$500.00 but not including gifts from Relatives;
- (f) The name and instrument of ownership in any Person conducting business with the CHA, in which the Reporting individual had a Financial interest during the preceding calendar year. Ownership interests in publicly held corporations and Real Estate Investment Trusts ("REITS") need not be disclosed;
- (g) The identity of any Financial interest in CHA-owned real estate or real estate rented to individuals holding Section 8 Certificates, other than the principal place of residence of the Reporting individual and the address, or, if none, the legal description of the real estate, including all forms of direct or indirect ownership such as partnerships or trusts of which the corpus consists primarily of real estate;
- (h) The name of any Person Doing business with the CHA with whom the Reporting individual had a Financial interest during the preceding calendar year, and the title or description of any position held by the reporting individual in such Person;
- (i) The name and instrument of debt of all debts in excess of \$5,000.00 owed by the Reporting individual, as well as the name and instrument of debt of all debts in excess of \$5000.00 owed to the Reporting individual, but only of the creditor or debtor, respectively, or any guarantor of the debt, has done work for or business with the CHA in the preceding calendar year. Debt instruments issued by financial institutions whose normal business includes the making of loans of the kind received by the reporting individual, and which are made at the prevailing rate of interest and in accordance with other terms and conditions standard for such loans at the time the debt was contracted need not be disclosed. Debt instruments issued by publicly held corporations and purchased by the reporting individual on the open market at the price available to the public need not be disclosed; and
- (j) That such reporting individual has not accepted or attempted to accept any bribes or kickbacks from a CHA Contractor or failed to report an offer of a bribe by a CHA Contractor in connection with a CHA contract.

### **Section 3. Form Statement of Financial Interest**

The statement of financial interests required to be filed with the Ethics Officer shall be completed by typewriting or hand printing, and shall be verified, dated, and signed by the Reporting individual personally. It shall be submitted on a form prescribed by the Ethics Officer in consultation with the General Counsel.

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#### **Section 4. Filing of Statements**

- (a) No later than February 1st of each year, the Department of Human Resources shall certify to the Ethics Officer the names of the Persons described in Art. III, Sec. 1 who are required to file a statement of financial interests. In preparing this list, the Department of Human Resources shall list the names in alphabetical order and shall file a copy of the list with the Ethics Officer. Not less than 30 days before the due date for filing statements of financial interests, the Department of Human Resources shall certify to the Ethics Officer a supplemental list of those Persons described in Art. III, Sec. 1 who have, in the interim, become subject to the statement of financial interests filing requirement. The supplemental list shall be in the same form and shall be filed in the same manner as the original list certified to the Ethics Officer. In preparing this list, and the supplemental list, the Department of Human Resources shall provide names of the departments to which the Officers and Employees have been assigned.
- (b) Not later than March 1st of each year, the Ethics Officer shall, in writing, notify all Persons required to file statements of financial interests under this Article. Notice shall be by personal delivery or mail. The Ethics Officer may effect personal delivery of such notices by delivering the notices to the various department heads of the CHA for distribution to Employees. Department heads shall notify the Ethics Officer of those Employees who have not been served with such notice by April 1st. The Ethics Officer shall then take appropriate steps to notify such Persons by mail of the filing requirements. Employees shall be notified by mail at the last known address for them appearing in CHA records. The Ethics Officer may use the Department of Human Resources to effectuate all of his obligations hereunder.
- (c) The Ethics Officer shall deliver a receipt to each Person who filed a statement under this Policy, indicating that the Person has filed such statement and the date of such filing.
- (d) All statements of financial interests shall be available for examination and duplication by the public in the Office of the General Counsel during the regular business hours of the CHA except as otherwise provided by law. Each person examining or requesting duplication of a statement of financial interests must first complete a request form prepared by the Ethics Officer. The request form shall include the name, occupation, employer, address and telephone number of the examiner as well as the date of and reasons for such examination or duplication. A separate request form must be completed for each statement of Financial interests to be examined. Requests for the examination or duplication of a statement of financial interests shall be processed as soon as is practicable. Request forms shall be available in the Office of the General Counsel.

The Ethics Officer, through the Office of the General Counsel, shall promptly notify each Person required to file a statement of financial interests of each examination or duplication of his statement by sending to such person a copy of the completed request form. Costs of

duplicating the statement of financial interests shall be paid by the person requesting duplication.

- (c) No person shall use information in or copied from statements of financial interests required to be filed by this Policy or from lists compiled from such statements for any commercial purpose.

#### **Section 5. Failure to File Statement by Deadline**

- (a) If any Person who is required to file a statement of financial interests by May 1st of any year fails to file such a statement, the Ethics Officer shall by May 15th, notify such Person by certified mail of his failure to file by the specified date. Such Person shall file his statement on or before May 31st, along with a late filing fee of \$30.00. Any Person who fails to file his statement on or before May 31 shall be subject to a fine of \$10.00 per day until the statement is filed, up to a maximum of \$100.00. Failure to file by May 31st shall constitute a violation of this Policy, except as provided in subsection (c).
- (b) Any Person who first becomes subject to the requirement to file a statement of financial interests within 30 days prior to May 1st of any year shall be notified at that time by the appointing or employing authority of the obligation to file and shall file his statement at any time on or before May 31st without penalty. The appointing or employing authority shall notify the Ethics Officer of the identity of such Persons. If such Person fails to file such statement by May 31st, the Ethics Officer shall, within seven days after May 31st, notify such Person by certified mail of his failure to file by the specified date. Such Person shall file his statement of financial interests on or before June 15th, along with a late filing fee of \$30.00, with the Ethics Officer. Failure to file by June 15th shall constitute a violation of this Policy, except as provided in subsection (c).
- (c) Any Person who is required to file a statement of financial interests may effect one 30-day extension of time for filing the statement by filing with the Ethics Officer not less than ten 10 days before the date on which the statement is due, a declaration of his intention to defer the filing of the statement. The filing of such declaration shall suspend application of the late filing fee for the duration of the extension. Failure to file by the extended deadline shall constitute a violation of this chapter. A declaration of intention to defer filing is considered filed upon receipt by the Ethics Officer.

### **ARTICLE IV. CHA ETHICS OFFICER**

#### **Section 1. Appointment of Ethics Officer**

There is hereby created and established the position of Ethics Officer. The Ethics Officer shall be responsible for monitoring and enforcing the Policy. The Ethics Officer shall be appointed by the General Counsel with preference given to an independent contractor outside of the CHA.

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## **Section 2. Powers and Duties**

In addition to other powers and duties specifically mentioned in this Policy, the Ethics Officer shall have the following powers and duties:

- (a) To initiate and to receive complaints of violations of any of the provisions of this Policy and to investigate and act upon such complaints as provided by this Policy;
- (b) To conduct investigations, inquiries and hearings concerning any matter covered by this Policy, and to certify his own acts and records. In the process of investigating complaints of violations of this Policy, the Ethics Officer may request the issuance of a subpoena by the appropriate authority. The Ethics Officer may exercise appropriate discretion in determining whether to investigate and whether to act upon any particular complaint or conduct. When the Ethics Officer determines that assistance is needed in conducting investigations, or when required by law, the Ethics Officer shall request the assistance of other appropriate agencies;
- (c) To require the cooperation of Officers, Employees and other Persons whose conduct is regulated by this Policy, in investigating alleged violations of this Policy. Information reasonably related to an investigation shall be made available to the Ethics Officer by such Persons on written request;
- (d) To consult with Officers and Employees on matters involving ethical conduct;
- (e) To recommend such administrative action as he may deem appropriate to effectuate this Policy;
- (f) To request the assistance of the Office of the General Counsel to conduct research and analysis in the field of governmental ethics;
- (g) To prescribe forms for the disclosure and registration of information as provided in this Policy;
- (h) With the assistance of the Office of the General Counsel, to render advisory opinions with respect to the provisions of this Policy based upon a real or hypothetical set of circumstances, when requested in writing by an Officer or Employee, or by a Person who is personally and directly involved.
- (i) To carry out such educational programs as he deems necessary to effectuate the requirements and purpose of this Policy and to maintain records of these educational activities.
- (j) To conduct an ethics education seminar to be attended or viewed by each Officer and each Person identified by the Ethics Officer within 120 days of the effective date of this amended policy or within 120 days of becoming an Officer or Employee, and every four years

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thereafter. The seminar shall educate Persons as to their duties and responsibilities under this Policy. Any Officer or Employee who fails to comply with this section shall be subject to a \$500.00 fine.

### **Section 3. Actions on Complaints or Investigations**

- (a) The Ethics Officer may use the Office of the General Counsel to conduct investigations prior to the conclusion of an investigation. The Ethics Officer shall give the Person under investigation notice of the substance of the complaint and an opportunity to present such written information as the Person may desire, including the names of any witnesses the Person wishes to have interviewed by the Ethics Officer.
- (b) At the conclusion of an investigation, the Ethics Officer shall prepare a written report, including a summary of any investigation conducted by the Office of the General Counsel, a complete transcript of any proceeding including, but not limited to, any testimony heard by the Ethics Officer, to be duly recorded by a qualified reporter, and including recommendations for such administrative or legal action as he deems appropriate. If the Ethics Officer determines that the complaint is not sustained, he shall so state in his report and shall notify the Person investigated and any other Person whom the Ethics Officer has informed of the investigation. If the Person investigated is an Employee and the Ethics Officer finds that corrective action should be taken, the Ethics Officer shall send his report to the head of the department in which the Employee works and to the General Counsel. If the Person investigated is a department head or appointed Officer, and the Ethics Officer finds that corrective action should be taken, the Ethics Officer shall send his report to the General Counsel and Chair of the Board of Commissioners. A Person to whom the Ethics Officer has transmitted a recommendation for action shall, within thirty (30) days of receipt of the recommendation from the Ethics Officer, detail, in writing, the actions taken on the recommendation and, to the extent that the Person declines to take any recommended action, provide a statement of reasons for his decision.

Nothing in this section shall preclude the Ethics Officer from notifying a Person, prior to or during an investigation, that a complaint against him is pending and, where appropriate, recommending to him corrective action; provided, however, that any such notification and recommendation shall be made in writing and a copy thereof shall be transmitted contemporaneously by the Ethics Officer to the General Counsel.

### **Section 4. Confidentiality**

- (a) Complaints to the Ethics Officer and investigations and recommendations thereon shall be kept confidential by the Ethics Officer, the Chair of the Board of Commissioners and the General Counsel, except as necessary to carry out the powers and duties of the Ethics Officer or to enable another Person or agency to consider and act upon the notices and recommendations of the Ethics Officer, provided that, without identifying the Person

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complained against or the specific transaction, the Ethics Officer may (a) comment publicly on the disposition of his requests and recommendations and (b) publish summary opinions to inform CHA personnel and the public about the interpretation of provisions of this Policy.

- (b) Any Officer or Employee who is found to have publicly disclosed any information relating to an investigation or findings under this policy unless such disclosure is otherwise permitted under this policy, may be subject to sanctions up to and including dismissal or removal.

#### **Section 5. Investigations by Other Agencies**

- (a) If the Ethics Officer is reliably informed that a matter under investigation is also a matter under investigation by a law enforcement agency, the Ethics Officer may, but is not required to, suspend his investigation. If an investigation is suspended the Ethics Officer may reinstate his investigation upon the conclusion of the investigation by the law enforcement agency.
- (b) If the Ethics Officer has a reasonable basis for concluding that an investigation has revealed criminal conduct, the Ethics Officer shall refer the matter to the appropriate law enforcement authority.

### **ARTICLE V. PENALTIES FOR VIOLATION**

#### **Section 1. Sanctions**

- (a) Any Officer or Employee found to have violated any of the provisions of this Policy, or to have furnished false or misleading information to the Ethics Officer with the intent to mislead, shall be subject to employment sanctions, including discharge, in accordance with procedures under which the Officer or Employee may otherwise be disciplined. Any Officer or Employee who intentionally files a false or misleading statement of financial interests, or knowingly fails to file a statement within the time prescribed in this Policy, or otherwise violates any provision of this Policy, shall be subject to sanctions up to and including dismissal or removal from office. The sanctions imposed by this subsection shall be in addition to any other applicable penalty.
- (b) Any Officer or Employee who intentionally violates any provision of Article II, Section 1 or Article II, Section 6 in a manner that would constitute a violation of Section 5-15 of the State Officials and Employees Ethics Act if the illegal action were committed by an employee or officer of the state government is guilty of a Class A misdemeanor as defined in the Illinois Criminal Code.
- (c) Any Person who solicits, offers, makes or accepts a gift in a manner with would constitute a violation of Section 10-10 of the State Officials and Employees Ethics Act if the illegal

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action were committed by an employee or official of the state government shall be subject to a fine of not less than \$1,001 and not more than \$5,000.

- (d) Any Officer, Employee or Contractor who fails to provide documents or information requested by the Ethics Officer shall be subject to employment sanctions, removal from office or cancellation of contract rights.
- (e) Any CHA contractor found to have violated any provision of this Policy may be prohibited from entering into any contract with the CHA for one year.
- (f) All CHA contracts shall include a provision requiring compliance with this Policy. Any contracts negotiated, entered into, or performed in violation of any of the provisions of this Policy shall be void and/or voidable by the CHA. Any official action of the CHA obtained or undertaken in violation of any of the provisions of this Policy shall be invalid and without any force or effect whatsoever.

## **Section 2. Other Remedies and Policies**

- (a) Nothing in this Policy shall preclude the CHA from maintaining an action for an accounting for any pecuniary benefit received by any Person in violation of this Policy or other law, or to recover damages for any acts or practices in violation of this Policy.
- (b) The procedures and penalties provided in this Policy are supplemental and do not limit either the power of the CHA to discipline Officers or Employees or take appropriate administrative action or to adopt more restrictive rules. Nothing in this Policy is intended to repeal or is to be construed as repealing the provisions of any other Policy.

## **Section 3. Access to list of CHA Vendors**

- (a) The Department of Procurement and Contracts shall compile a list of all current CHA Vendors. The list shall be updated on a monthly basis and shall be made available to all Officers and senior staff by way of computer network. The list shall be made available to other Employees and to the public by: (1) the provision of a computer terminal that is placed in a readily accessible location; and (2) the provision of a telephone number which such persons may call with inquiries.
- (b) There shall be a presumption that any Person who reasonably relies on the aforementioned list to comply with this Policy is not in violation of the Policy if the purported violation is related to the identity of any CHA Vendor.





## **S. MEDINA & SON LANDSCAPING INC.**

4244 N. ALBANY  
CHICAGO, IL 60618  
(773) 583-3242 OFFICE  
(773) 478-2939 FAX  
[MLANDSCAPING@SBCGLOBAL.NET](mailto:MLANDSCAPING@SBCGLOBAL.NET)  
MBE CERTIFIED

### **ORGANIZATIONAL CAPACITY**

We currently have 12 employees which are out on the field on any given day. Of the 12 employees 9 are laborers and 3 are foreman. There will be 3 crews out to service the vacant lots as we have done previous work for CHA's Vacant Land/Lot as listed below:

- Cabrini Green Vacant Land/Lot 2012-2015
- Scattered Sites West Vacant Land/Lot 2013-2014
- Scattered Sites Southwest Vacant Land/Lot 2013-2014
- LeClaire Courts Vacant Land/Lot 2013-2014
- Henry Horner Vacant Land/Lot 2011-2012
- ABLA Vacant Land/Lot 2010-2013

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MBE CERTIFIED



### **LIST OF EQUIPMENT**

72" Scag Turf Tiger (ride on mower)  
48" Scag Turft Tiger (ride on mower)  
52" John Deere 667A (Zero turn stand on)  
52" Wright Stander mower (Zero turn stand on)  
52" Toro Grandstand mower (Zero turn stand on)  
52" Great Dane Super surfer mower (Zero turn stand on)  
52" Great Dane Super surfer mower (Zero turn stand on)  
48" Wright Stander Mower (Zero turn stand on)  
36" Wright Stander Mower (Zero turn stand on)  
52" Scag advantage walk behind mower  
48" Bobcat Walk behind mower  
Echo String Line Trimmers 8 Total  
Stihl String Line Trimmers 2 Total  
Echo Hedge Trimmers HC230 4 Total

Redmax EBZ7500 Backpack Blower 4 Total

Echo PB755 Backpack Blower 2 Total

McCulloch walk behind edgers 3 Total

2001 Case Skidsteer

2005 Freightliner Dumptruck 12ft Dump

1997 Isuzu NPR Dumptruck 10ft Dump

1995 Isuzu NPR Dumptruck 10ft Dump

2001 GMC Sierra 2500 pick-up

1996 GMC Sierra 2500 pick-up

1995 Chevrolet 2500 pick-up

1995 Dodge Ram 2500 pick-up

1994 GMC Sierra 2500 pick-up

1996 Double axel trailer

1995 Single axel trailer

2000 Double axel skidsteer trailer

