



ADDENDUM NUMBER 2

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

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

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

Bidder acknowledges receipt of Addendum:

Bidder's Signature

11/13/17

Date

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

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

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

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

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

Chicago Housing Authority

Angela Arrington-Jones

Director of Procurement and Contracts



ADDENDUM NUMBER 1

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

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Bidder acknowledges receipt of Addendum:

A handwritten signature in dark ink, appearing to be "J. M. [unclear]", written over a horizontal line.

Bidder's Signature

11/13/17
Date

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

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

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

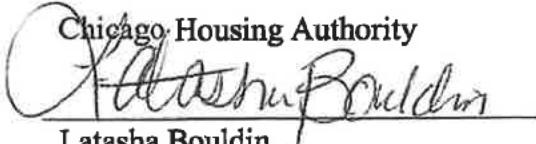
ITEM NUMBER 2: Questions

- 1. Q. Do we have to include all required attachments per group we bid on?**
 - A. No, the required attachments cover the entire IFB, not each group. We do ask that all Fee Forms are submitted, even if you are not bidding on that group.**
- 2. Q. Is this Bid for parking lots only?**



A. Yes, you will only be responsible for parking lots and driveways. No sidewalks or ramps are included.

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

Chicago Housing Authority

Latasha Bouldin
Assistant Director of Procurement



INVITATION FOR BID ("IFB")

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

IFB EVENT# 2378 (2017)

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

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

RELEASE DATE: Monday, October 30, 2017

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

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

FIRM FIXED TOTAL \$ 88,331⁸⁷ .00

Firm fixed price in whole dollars only

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

Adan Medina
(Signature)

Adan Medina
(Print Name)

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

Vice President
(Title)

11/13/17
(Date)

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

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PART I - BIDDER'S GENERAL INFORMATION

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

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

2. **Questions may be submitted through CHA Supplier Portal or in writing to the Procurement Specialist as shown below by no later than 12:00 P.M. (CST) on Wednesday, November 8, 2017.** Questions received concerning this solicitation after the deadline shown above will likely be unanswered. The Authority reserves the right, at its sole discretion, to respond to questions received after the deadline.
3. **ELECTRONIC FILES FOR DRAWINGS AND TECHNICAL SPECIFICATIONS:** Please be advised that the Chicago Housing Authority is NOT distributing printed plans or specifications with this solicitation. The Bid Solicitation, Technical Specifications and Drawings are available on the CHA's Supplier Portal Website at <https://supplier.thecha.org>.
4. **PRE-BID MEETING** Date, Time, and Location: **Friday, November 3, 2017** at 11:00 A.M., Chicago Housing Authority, 13th Floor Bid Bond Room, 60 East Van Buren Street, Chicago, IL 60605. *CHA strongly encourages all interested firms to attend the pre-bid meeting. Real-time online viewing is available. To view the Pre-Bid Meeting online visit <https://livestream.com/accounts/13907077>.*

5. **SITE VISIT:**

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

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

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

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

8. **MANUAL SUBMISSION** must be submitted by paper in a sealed envelope or package and delivered by certified mail or hand-delivered. Refer to the following section II - Bid Submittal for the required number of copies. Manual Submissions must be received and time stamped no later than the date and time listed in the solicitation. The outside of the envelope must clearly indicate the Respondent name and address, name of the project, the time and date specified for receipt.
9. **ADDENDA:** Any interpretations, corrections, or changes to the solicitation will be made by addenda issued by the CHA. Any addenda that are issued will be provided to prospective Bidders, and posted on the CHA's website at: www.thecha.org. It is the responsibility of the Bidder to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the Invitation for Bid document. If the CHA determines this solicitation should be modified, it will inform all prospective Bidders by distributing addendum/addenda to this solicitation before the date set for receipt of bids. The CHA reserves the right to issue Addenda to correct, modify and amend this Invitation for Bid. Bidders shall acknowledge receipt of all Addenda.

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

PART II – PROJECT SCOPE OF WORK

GENERAL DESCRIPTION OF SCOPE OF WORK:

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

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

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

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

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

A. SNOW REMOVAL

- Contractor shall be responsible for plow operations on all specified driveway/parking areas and private thoroughfares. Contractor shall remove snow from between parked cars in parking lot spaces, prior to snow plowing. Contractor shall push snow away from parked cars to ensure there is no obstruction to vehicles or parking lot entrances, service lanes or fire lanes. Diligent care shall be observed to not negatively impact neighbors' properties with snow.
- Contractor shall only plow and de-ice upon the accumulation of two (2) inches of snow, and must be completed within a reasonable amount of time, but not more than two (2) hours after the snow has ceased to fall.
- Subsequent snow removals required due to Contractor's initial poor servicing shall be at the sole cost of Contractor and not at the cost of CHA. Contractor call backs for poor servicing will be completed within two (2) hours.
- Blizzard conditions or where accumulation rates are more than ten (10) inches within a twenty-four (24) hour period shall be considered extreme. Contractor will use any available equipment to safely complete snow removal operations. The roadways and drive areas to entrance of buildings / units must remain in useable condition for emergency vehicles.
- Contractor will recommend when snow should be relocated on-site or removed off-site. These operations shall commence upon approval from CHA or its agents based upon in the subsequent contract from this solicitation predetermined rate.

If relocation is necessary due to contractor's inability to appropriately place the snow, it will be removed at the contractor's expense.

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- Contractor will be required to submit time tickets within 48 hours of rendering services.

B. SALT AND DE-ICING APPLICATIONS

- Contractor shall only de-ice upon the accumulation of two (2) inches of snow, and must be completed within a reasonable amount of time, but not more than two (2) hours after the snow has ceased to fall.
- Applications on driveways, private thoroughfares, and parking areas will be made with road salt or sodium chloride at the time of snow removal and plowing. Contractor will notify CHA or its agents regarding site conditions and necessity of salt applications. Approval shall be secured prior to any salt applications, unless other arrangements are pending. Costs for these applications shall be predetermined and included in the overall rate per snow event.
- Contractor will make reasonable attempts to monitor the effectiveness of the salt applications.
- Contractor will notify CHA or its agents of hazardous conditions and will secure approval prior to any applications. All applications will be made based upon the subsequent contract from this solicitation predetermined rate.

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

C. VEHICLE AND EQUIPMENT REQUIREMENTS

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

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

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

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

D. STANDARDS OF PERFORMANCE

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

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

E. PROTECTION OF WORK, DAMAGES, AND REPAIRS

Repairs and replacements will be made as soon as possible and reasonable. Claims for damages will be made no later than May 31st. Displaced turf will be reinstalled when possible. A full assessment of turf damage will be conducted in

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

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

F. OTHER REQUIREMENTS

- Snow accumulation will be determined and verified through reports received from the National Weather Service by the CHA at the time service was performed by the Contractor.
- De-icing services will be required EVERY TIME snow plowing services are performed. Further, the price bid for snow plowing services, for each snow accumulation level, must be inclusive of the costs for De-icing Services and all related supplies and materials to meet this requirement.
- The Contractor must provide the CHA an authorized representative with several 24-hour scalable means for getting in contact with the Contractor's 1st Designated Contact Person and an alternate contact person: e.g. – office phone number, cell number, pager number, and mobile e-mail or text messaging. Whenever necessary, the CHA authorized representative must be able to speak, in real-time, to the 1st Designated Contact Person and/or alternate contact person.
- The Contractor must provide a mechanism for the CHA authorized representative to maintain continuous communications with the Contractor's field supervisors, at no additional cost to the CHA. The Contractor must provide radio, cellular phone, and/or pager numbers for this purpose. The Contractor's personnel will be available to receive communications through these numbers at least two (2) hours prior and two (2) hours after commencement of services, twenty-four (24) hours a day, seven (7) days a week.
- The Contractor must comply with any and all rules, regulations, directions, and safety standards while performing snow plowing operations on CHA-owned property.
- The Contractor must maintain daily Snow Removal/Salt Application Logs (refer to Attachment A) signed by the Contractor's supervisor in charge, and shall be countersigned by the PPM to verify work was actually satisfactorily completed. Daily Snow Removal/Salt Application Logs shall include, but not be limited to the following information:
 - Staff on Duty
 - Weather Conditions
 - Number of pieces and type of equipment used at each location/site.
 - Date and time of snow removal and salt/de-icing from parking lots and/or driveways and private thoroughfares.
 - Location of work site.
 - Identification number and name of operator of the vehicle that worked.
 - The Contractor shall submit a copy of each daily Snow Removal/Salt Application Log for the applicable month with all invoices to verify all charges. Each location/site must be listed separately. All logs MUST be submitted within 48 hours of service to the relevant site.
 - Contractors engaged in snow plowing and de-icing operations shall have a supervisor within a reasonable radius of all designated work areas at all times when work is being performed.

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Reasonable will be determined by the CHA or its agents.

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

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

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PART III - INSTRUCTIONS FOR BIDDERS

1. BID SUBMITTAL REQUIREMENTS:

The Bid Submittal must include the following documents:

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

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

- B. **BUSINESS LICENSE and PERMIT:** The successful bidder(s) shall obtain and pay all permits (if applicable), certificates, and licenses required and necessary for the performance of the work specified herein. Furthermore, they shall post all notices required by law, and shall comply with all laws, ordinances, and regulations which may affect their performance.
- C. **GENERAL CONTRACTOR LICENSE:** In addition to all other applicable licenses and certifications, the general contractor is required to submit with its bid a copy of bidder's current valid General Contractor License issued by the Department of Buildings of the City of Chicago, when applicable. The absence of the required license shall cause a bid to be deemed non-responsive and therefore ineligible for award. Any Contractor that does not have a currently valid license from the City of Chicago shall also be deemed non-responsible. Applications are NOT accepted.
- C. **BID SECURITY:** Each individual bid must be accompanied by a **Bid Bond** in the amount of **0%** of the total amount of the submitted bid **or** a certified check in the same amount, payable to the "Chicago Housing Authority". If the bid and bid security have not been received by the CHA prior to the time of the bid opening, the bid will not be considered. Checks from unsuccessful Bidders will be returned as soon as practicable after the opening of bids.
- D. **BIDDER PROFILE INFORMATION:** Each individual bid must be accompanied by a summary of the Contractor's qualifications to complete the work described in the Bid Package, which summary shall include, at a minimum, the following documents:
- i. the resumes of the Contractor's Project Team (including the superintendent, project manager, and project accountant, or equivalent); and
 - ii. a list of all the Contractor's subcontractors; and
 - iii. a list of the Project Team of the Contractor's subcontractors;
 - iv. a detailed description of not less than three (3) jobs completed by the Contractor in the last five (5) calendar years of a substantially similar size and scope and requiring substantially similar work and level of responsibility, together with the contact information of the owner's representative for each of these jobs (including name, company name, address, telephone number, fax number, and e-mail address); and
 - v. the same information described in Paragraph (D)iv above for at least one (1) job performed by each primary subcontractor in the last five (5) calendar years.

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

- E. **FINANCIAL STATEMENT:** The Respondent/Financially Responsible Party shall demonstrate its financial responsibility by submitting the most recent two years of audited, reviewed or compiled financial statements prepared by a third party licensed Certified Public Accountant (CPA). Listed below are the minimum acceptable required documents based upon the amount of the procurement:

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

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

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

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

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

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

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

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

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

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

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

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

- F. **FINAL COMPLETION FOR ALL WORK:** Is due six (6) months from the commencement date set forth in the Notice to Proceed. The Contractor acknowledges and agrees that the final completion requirements set forth herein are minimum completion requirements that must be satisfied under the contract with the PPM.
- G. **SUMMARY PROJECT SCHEDULE:** In evaluating this IFB, the CHA will determine the responsibility of each bidder and whether a particular bidder can complete the Work in the shortest time frame, which time frame shall not exceed the Final Completion Date for the Work as set forth in this IFB and in the Contract Documents.

2. BID PREPARATION AND WITHDRAWAL OF BIDS BEFORE BID OPENING

- A. **PREPARATION OF BIDS – Professional Service:**
- i. Bidders must make their own estimates of the facilities and difficulties attending the execution of the proposed contract;
 - ii. **CHA FORMS and DOWNLOAD:** Bids must be submitted on the forms furnished by the CHA or on copies of those forms, and **must be manually signed**. The person signing a bid must initial each erasure or change appearing on any bid form. To facilitate the solicitation process, many of the standard CHA documents are now available for download at: http://www.thecha.org/pages/forms_documents/66.php;
 - iii. The bid forms may require Bidders to submit bid prices for one (1) or more items on various bases, including lump sum bid, alternate prices, unit prices, change order pricing of construction, or any combination thereof;
 - iv. If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, Bidders should insert the words "no bid" in the space provided for any item on which no price is submitted; and
 - v. Alternate bids will not be considered
 - vi. Product substitutions will not be considered unless this solicitation authorizes the submission. Bidders are responsible for providing bids for products that fully meet the required specifications. Bidders may bid the referenced manufacturers OR EQUAL. Nevertheless, bidders **MUST** bid what the specifications require. The Architect of Record or Property Manager will only consider substitution requests after the award from the selected General Contractor.
- B. **WITHDRAWAL OF BIDS:** No bid shall be withdrawn for a period of **one hundred eighty (180) calendar days** after the opening of bids without the consent of the CHA.
- C. **TAX:** This bid shall **not** include charges for the Illinois Retailers' Occupational Tax (so called "Sales Tax") on direct sales to the CHA or on any material incorporated into or becoming part of the work; federal excise taxes; or federal transportation taxes. The CHA will provide all contract awardees with a tax Exemption Certificate.
- D. **WARRANTY:** The Contractor warrants to the CHA that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects. All work not so conforming to these standards may be considered defective.
- E. **FALSE STATEMENTS IN BIDS:** Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.
- F. **REQUESTS FOR INFORMATION:** Bidders shall only communicate with the CHA's Department of Procurement and Contracts regarding this IFB and the bid to be submitted in response to this IFB. These questions will be answered if applicable, to all potential Bidders, in the form of an addendum to the IFB, if the CHA determines that a revision to the IFB

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is warranted. All technical questions and Requests for Information (RFIs) regarding this Contract must be submitted in writing by **fax** or **email**. Telephonic, oral, or any other means of communication of relaying questions shall not be answered. If an answer is inadvertently or otherwise provided to a question other than as specified in this section, it is expressly understood that the answer is not binding in any way on the Authority.

Please include in the body of your email or fax the following information in the order shown:

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

3. BID OPENING AND REVIEW OF BIDS

- A. BID OPENING:** No bids will be accepted after the fixed date and time for the opening of bids, at which time all bids received will be publicly opened and read aloud. Failure to submit bid documents in the required quantity and properly executed may result in the bid being deemed non-responsive and rejected by the CHA for further consideration.
- b. PRE-AWARD MEETING:** The CHA reserves the right to conduct a Pre-Award Meeting with the Bidder(s) prior to making an award to determine if the Bidder(s) is(are) a responsible party(ies) as described and required by applicable law. This Pre-Award Meeting may include, but shall not be limited to:
- i. a review of the Bidder's capacity to perform the terms and conditions of the contract;
 - ii. a review of the Bidder's understanding of the Scope of Work, and confirmation of inclusion of the entire Scope of Work in its Division Costs;
 - iii. a discussion (and demonstration, if requested) of the Bidder's expertise in reading and interpreting the drawings and technical specifications included with this solicitation;
 - iv. further breakdown of the Division Costs;
 - v. past performance on other CHA and State/local government agencies' contracts;
 - vi. current employee depth and capabilities;
 - vii. financial records and resources/capabilities;
 - viii. a visit to examine the Bidder's facilities and on-hand equipment; and
 - ix. any other area or aspect of the Bidder's integrity, operations and/or capability that will assist the CHA in making a determination of responsibility.

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

- A.** The CHA will evaluate bids in response to this solicitation without discussions, and will award a contract to the responsible Bidder whose bid, responsive and conforming to the solicitation, will be most advantageous to the CHA, considering the Lump Sum Base Bid Total and the price-related factors specified elsewhere in the solicitation.
- B.** The CHA may waive informalities or minor irregularities in bids received.
- C.** The CHA may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
- D.** The CHA may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices, which are significantly overstated in relation to cost for other work. In addition, if there is a reasonable doubt that the bid will result in the lowest overall cost to the CHA even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment.
- E.** The CHA reserves the right to reject any and all bids, or to reissue or withdraw this Invitation for Bid in the event that competition is deemed inadequate or that it is otherwise deemed to be in the best interest of the CHA. In such instances, the CHA reserves the right to seek procurement by means of non-competitive negotiation.
- F.** No Awards may be made to a contractor or firm that is on the list of contractor's ineligible to receive awards from the Authority or the United States, as furnished by HUD.

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- G. The Bidder to whom the award is made will be notified as soon as practicable after the Authority approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
- H. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Chicago Housing Authority or PPM with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
- I. Upon award of Contract, the Authority or PPM will process the Contract for final execution.
- J. **NOTICE TO PROCEED:** Following execution of the Contract and the Contractor's delivery of all information and documents required by the Contract Documents and otherwise reasonably required by the CHA's Department of Procurement and Contracts will issue a Notice to Proceed (NTP) to the Contractor, which will set forth the date(s) for the official commencement of the Work described in this IFB and in the Contract Documents. Upon issuance of the NTP, the CHA will make the Project location(s) available to the Contractor for the start of the required Work.

5. TYPE OF CONTRACT(S) AND CONTRACT REQUIREMENTS

- A. **TYPE OF CONTRACT(S):** In selecting the lowest responsive and responsible bidder(s), the CHA will examine which bidder(s) offers the lowest responsive and responsible Lump Sum Base Bid Total among other criteria. The CHA anticipates awarding multiple **Firm Fixed Price contracts** under this solicitation based on the **Lump Sum Base Bid Total**.
- B. **TIME FOR PERFORMANCE:** A Notice to Proceed will be issued by The Chicago Housing Authority subsequent to contract execution.
- C. **MINIMUM WAGE REQUIREMENT:** Any award under this solicitation shall be submit to the Chicago Housing Authority's Minimum Wage Requirement of Thirteen Dollars per hour (\$13.00/hr.), which shall be specifically incorporated as a contractual requirement in the award and agreement resulting from this solicitation for any of the Selected Respondent's covered employees. The Respondent must take the Minimum Wage Requirement into consideration in determining its fees for services to be performed or provided by Respondent under its fee proposal and other submittals. Notwithstanding the foregoing, Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) shall preempt any conflicting State prevailing wage rate or the Minimum Wage Requirement when the State prevailing wage rate or the Minimum Wage Requirement is higher than the Federally-imposed wage rate (24 CFR 965.101).
- D. **DISCLOSURE CERTIFICATION:** The Contractor shall be required to make the following certification, which is included in the Contractors' Affidavit, a required submittal to be executed and notarized. The Contractor certifies to the best of its knowledge and belief that its principles and any subcontractors used in the performance of this contract meet the Agency requirements and have not violated any City or sister agency policy, codes, State, Federal, or local laws, rules or regulations. In addition, the contractor has not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Agency.
- E. **CERTIFICATE OF INSURANCE REQUIREMENTS (Refer to Attachment C):** Before commencing work, the Contractor and each Subcontractor shall furnish the Chicago Housing Authority with certificates of insurance showing the required insurance is in force and will insure all operations under the Contract. See attachment C for details on the required types and levels of insurance coverage.

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

6. CONTRACT COMPLIANCE REQUIREMENTS

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

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

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

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

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

- a) 51 percent or more owned by section 3 residents; or
 - b) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the Business Concern were section 3 residents; or
 - c) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to Business Concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 Business Concern."
2. Contractor and sub-contractors may demonstrate compliance with the requirements for contracting with Section 3 Business Concerns by committing to award to Section 3 Business Concerns at least 10 percent of the total dollar amount of the contract awarded to the contractor for building trades work for maintenance, repair modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction and at least 3 percent of the total dollar amount of all other Section 3 covered contracts.
 3. In evaluating compliance with 24 CFR Part 135, contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to section 3 residents and section 3 Business Concerns.
 4. Contractors and their subcontractors are also encouraged to provide other economic opportunities to train and employ section 3 residents including, but not limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies, and hiring section 3 residents in part-time positions (24 CFR 135.40).

Documenting and Reporting

- a) Contractor agrees to comply with the above Section 3 requirements in accordance with the Contractor's Section 3 Utilization Plan, which shall be prepared by the Contractor and agreed to by CHA. CHA shall not be required to agree to the Contractor's Utilization Plan until the Contractor meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA's Section 3 Policy www.thecha.org or the copy included in the solicitation) as may be required. Contractor's Section 3 Utilization Plan as attached to this IFB is incorporated into the contract by this reference herein.

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- b) The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's Section 3 requirements to the CHA via CHA's electronic system available at <https://cha.diversitycompliance.com/>. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.
- c) A Prime Contractor must utilize CHA's hiring system in order to fill any open Section 3 positions. The hiring system will automatically filter applicants to the Prime Contractor in order of preference, per HUD and this policy. The Prime Contractor, and any Subcontractors with a Section 3 hiring commitment, must complete their job posting through CHA's online hiring system. All new hires will be tracked through CHA's online hiring system and all new hires must be secured using this online system, which is used to assist the CHA to connect qualified applicants with Prime Contractors and Subcontractors.

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

SECTION 3 REQUIREMENTS (Clarification)

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

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

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

COMPLIANCE REPORTING SYSTEMS

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

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

KEY FEATURES:

- Automated communication with contractors via email regarding compliance issues.

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

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

1. **Vendor Technical Assistance and Support**

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

2. **Online, downloadable training aids**

- On Line manual
- Webinars
- CHA's website provides multiple guides and manuals

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

City of Chicago

Cook County

Pace

Metra

Chicago Transit Authority (CTA)

State of Illinois Central Management Services (CMS)

Small Business Administration (SBA)

Chicago Minority Business Development Council (CMBDC)

Illinois Department of Transportation (IDOT)

Women's Business Development Center (WBDC)

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

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

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

J. **EQUAL EMPLOYMENT OPPORTUNITY**

- (a) In addition to the requirements contained in the HUD General Conditions for Non-Construction Contracts (HUD Form 5370C, the Contract or shall comply with Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and the regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, 111. Admin. Code Tit. 44 section 750 Appendix A as follows:

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ILLINOIS EQUAL OPPORTUNITY CLAUSE**

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

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

SECTION 750. APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the

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Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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7. CONTRACT DOCUMENTS AND CONTRACTOR'S AGREEMENT

I. CONTRACT DOCUMENTS

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

B. CONTRACTOR'S AGREEMENT AND CHANGE ORDERS SUBMITTAL

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

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

C. INVOICE INSTRUCTIONS SUBMITTAL:

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

II. PROJECT SCHEDULE SUBMITTAL

- A.** After award of the Contract and prior to commencement of Work, the Contractor will be required to prepare and submit a detailed (Work Schedule) in hard copy, The Contractor shall maintain the scheduled start and completion dates, as set forth in the Work Schedule, for the required Work, and will provide the CHA and its designated representative, as directed, a status update of the Work Schedule **FINAL COMPLETION DATE:** The Contractor agrees to complete and deliver the Project, as such term is defined in the Contract Documents, and the Work described in this IFB in conformance with the Project Schedule and Final Completion Date set forth in the Contract Documents. The Contractor also agrees to provide sufficient manpower, equipment and any overtime required to complete all required Work in or at the

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building(s). In additions, The Contractor agrees to comply with the completion date for the building(s) as set forth on the Project Schedule and to complete 100% of all Work within the Project boundary as set forth in the Contract Documents by the Final Completion Date, at no additional cost to the CHA or PPM. The Contractor agrees that for delivery of all Work under this contract, *time is of the essence*.

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

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

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

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

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

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PART V - DOCUMENT SUBMITTAL CHECKLIST

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

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

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

PART VI - BID EXECUTION AND ACCEPTANCE FORM

ALL BIDDERS MUST COMPLETE THE TOP SECTION OF THIS PAGE

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

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

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

(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.

By: S Medina and Son Landscaping Inc
(Contractor's Name)
Adan Medina
(Signature)
(Printed or Typed Name)

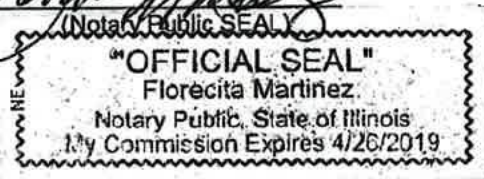
Subscribed and sworn to before me
this 12th day
of November, 20 17

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

My Commission Expires:

Address: 4244 N Albany
City, State, Zip: Chicago, IL 60618
Telephone No.: (773) 583-3242
Taxpayer ID. No.: [REDACTED]

4-26-2019
[Signature]
(Notary Public SEAL)



Date Signed By Contractor: 11/12/17

AWARD

113760
(Vendor Code)

12180
(Contract No.)

The Chicago Housing Authority does hereby accept the offer, bid and proposal of the Bidder herein, in an amount not to exceed Seventy Two Thousand Twenty Five 00/100 Dollars
(\$ 72,025.00) subject to all conditions and requirements as contained in the "Contract Documents".

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

The Term of this Contract is January 5, 2018 - April 30, 2018
The "Notice to Proceed" will be issued as a separate document upon submission of all required documents.

CHICAGO HOUSING AUTHORITY

By: Dionna Brookens
Dionna Brookens

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

Date Signed: 07/15/18

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

(COMPLETE THE FOLLOWING FEE FORM FOR MANUAL SUBMISSIONS ONLY)

IMPORTANT NOTES:

- (1) ALL BID SUBMISSIONS ARE SUBJECT TO REVIEW FOR COMPLETENESS, ACCURACY, AND COMPLIANCE WITH ALL TERMS AND CONDITIONS PROVIDED IN THE IFB SPECIFICATION. PRICING MUST BE SUBMITTED ON THE FEE FORM WITHOUT CONDITIONS. ANY CHANGES, MODIFICATIONS, ADDITIONAL TERMS AND CONDITIONS, EXCEPTIONS OR OTHER REVISIONS TO THIS IFB, INCLUDING THE FEE FORM, OR FAILURE TO COMPLETE ALL REQUIRED INFORMATION, MAY CAUSE THE IFB TO BE DEEMED NON-RESPONSIVE.
- (2) IF THE BIDDER'S UNIT PRICE PER UNIT OF MEASURE AND THE TOTAL BID PRICE PER UNIT OF MEASURE EXPRESSED BY THE BIDDER FOR ANY PRODUCT ARE NOT IN AGREEMENT, THE BIDDER'S UNIT PRICE PER UNIT OF MEASURE ALONE WILL BE CONSIDERED AS REPRESENTING THE BIDDER'S INTENTION. THE CHA WILL CORRECT THE TOTAL BID PRICE AND AGGREGATE TOTAL.

A. INSTRUCTIONS FOR COMPLETING THE FEE FORM

1. Submission Information:

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

2. Completion of open cells in Fee Form:

Bidder must complete all open cells in the following fields:

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

3. Signature:

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

B. EXPLANATION OF COLUMNS:

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

Quantity	Unit of Measure
5000	EACH

- **Column D (Product Name and Model #):** The Manufacturer Name and Model Number of the requested product.
- **Column E (Bidder's Unit Price):** Bidder shall list the Bidder's Unit Price for the Term of the Contract. Bidder's Unit Price shall be F.O.B. destination and shall include all shipping and insurance charges.
- **Column F (Quantity):** The quantity provides an estimate of the number of items that CHA may be purchasing during the Term of the Contract. However, the quantity provided is informational only and does not obligate the CHA to purchase any minimum amounts. The Bid Prices in the Fee Form must be provided to the CHA for all quantities purchased, regardless of the quantity listed.
- **Column G (Total Bid Price):** The Total Bid Price equals the Bidder's Unit Price multiplied by the Quantity.
- **Aggregate Total:** The Aggregate Total equals the sum of the Total Bid.

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

6 Month Term

A	B	C	D	E	F
Unit No.	Specification/ Service Description	Unit of Measure	Estimated Quantities	Lump Sum Base Bid Total	Priority (List Your Order of Priority)
1	Group 1 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	\$ 19,419 ⁰⁰	3
2	Group 2 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	\$ 17,998 ⁰⁰	2
3	Group 3 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	\$ 15,533 ⁰⁰	4
4	Group 4 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	\$ 22,825 ⁰⁰	1
5	Group 5 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	/	
6	Group 6 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	/	
7	Group 7 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	/	
8	Group 8 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	/	
9	Group 9 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	/	
10	Group 9 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	/	
11	Group 10 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	/	
12	Group 11 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	/	

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

13	Group 12 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	\$	/
14	Group 13 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	\$	/
15	Group 14 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	\$	/
16	Group 15 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	\$	/
17	Group 16 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	\$	/
18	Group 17 Snow & De-Icing (See Excel Spreadsheet for locations)	EA	1	\$	12,556 82
Aggregate Total				\$	88,331 82

Adan Medina

Signature of Authorized Company Representative

Adan Medina

Print Name of Authorized Representative

S Medina and Son Landscaping Inc.

Name of Company

773 410-1070

Telephone Number

Vice President

Title

mlandscaping@sbcglobal.net

E-mail Address

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

Group 1 Properties

		Group 1		SNOW FALL AMOUNT					
				SNOW PLOWING / SALTING / DEICING PRICE PER EVENT					
Region	Agency	Building Address	Management Firm Contact	2-4 Inches	4.1 - 6 Inches	6.1 - 8 Inches	8.1 - 10 Inches	10.1 Inches or <	
1	057-Judge Fisher	5821 N BROADWAY AVE	HABITAT 773-271-7690	\$ 260.00	\$ 338.00	\$ 439.00	\$ 571.00	\$ 742.00	
1	059-Harry Schneider	1750 W PETERSON AVE	HABITAT 773-338-7557	\$ 550.00	\$ 715.00	\$ 929.00	\$ 1,208.00	\$ 1,570.00	
1	075-Daniel Hudson Burnham	1930 W LOYOLA AVE	HABITAT 773-338-7881	\$ 550.00	\$ 715.00	\$ 929.00	\$ 1,208.00	\$ 1,570.00	
1	076-Caroline Hedger	6400 N SHERIDAN RD	HABITAT 773-743-7273	\$ 550.00	\$ 715.00	\$ 929.00	\$ 1,208.00	\$ 1,570.00	
1	152-The Pomeroy	5650 N KENMORE AVE	HABITAT 773-275-7820	\$ 100.00	\$ 130.00	\$ 169.00	\$ 219.00	\$ 285.00	
GROUP 1 SUB-TOTAL PER SNOW EVENT				\$2,010.00	\$2,613.00	\$3,395.00	\$4,414.00	\$5,737.00	
OFF-SITE SNOW RELOCATION EQUIPMENT HOURLY RATE				\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	
OFF-SITE SNOW RELOCATION LABOR HOURLY RATE				\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	
TOTAL AMOUNT				\$2,260.00	\$2,863.00	\$3,645.00	\$4,664.00	\$5,987.00	

AMOUNT TO ENTER ON FEE FORM \$19,419.00
(E14+F14+G14+H14+I14)

Please note: Your Per Event Price can be added directly to this spreadsheet. The spreadsheet will automatically calculate the totals. Please transfer the amount that appears in the "AMOUNT TO BE ENTERED ON THE FEE FORM" directly to the Fee Form in the appropriate category.

S Medina and Son Landscaping
COMPANY NAME

Adon Medina
NAME OF AUTHORIZED REPRESENTATIVE

773 410-1070
TELEPHONE NUMBER

Group 2 Properties

		Group 2		SNOW PLOWING / SALTING / DEICING PRICE PER EVENT					
		Management Firm		SNOW FALL AMOUNT					
Region	Agency	Building Address	Contact	2-4 Inches	4.1 - 6 Inches	6.1 - 8 Inches	8.1 - 10 Inches	10.1 Inches or <	
1	048-Hattie Callner	855 W ALDINE AVE	HABITAT 773-281-8008	\$ 375.00	\$ 487.00	\$ 633.00	\$ 823.00	\$ 1,069.00	
1	055-Mary H Catherwood	3930 N CLARK ST	HABITAT 773-281-9700	\$ 280.00	\$ 364.00	\$ 473.00	\$ 615.00	\$ 800.00	
1	055-Mary H Catherwood	3920 N CLARK ST	HABITAT 773-281-9700	\$ 280.00	\$ 364.00	\$ 473.00	\$ 615.00	\$ 800.00	
1	055-Mary H Catherwood	3940 N CLARK ST	HABITAT 773-281-9700	\$ 250.00	\$ 325.00	\$ 420.00	\$ 550.00	\$ 710.00	
1	060-William Castleman	4945 N SHERIDAN RD	HABITAT 773-728-7635	\$ 300.00	\$ 390.00	\$ 507.00	\$ 660.00	\$ 750.00	
1	060-Ella Flagg Young	4645 N SHERIDAN RD	HABITAT 773-784-6724	\$ 100.00	\$ 130.00	\$ 169.00	\$ 219.00	\$ 285.00	
1	151-The Kenmore	5040 N KENMORE	HABITAT 773-769-3006	\$ 1,865.00	\$ 2,424.00	\$ 3,148.00	\$ 4,097.00	\$ 5,214.00	
GROUP 2 SUB-TOTAL PER SNOW EVENT				\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	
OFF-SITE SNOW RELOCATION EQUIPMENT HOURLY RATE				\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	
OFF-SITE SNOW RELOCATION LABOR HOURLY RATE				\$ 2,115.00	\$ 2,674.00	\$ 3,398.00	\$ 4,347.00	\$ 5,464.00	
TOTAL AMOUNT									

AMOUNT TO ENTER ON FEE FORM

\$17,998.00

(E16+F16+G16+H16+I16)

Please note: Your Per Event Price can be added directly to this spreadsheet. The spreadsheet will automatically calculate the totals. Please transfer the amount that appears in the "AMOUNT TO BE ENTERED ON THE FEE FORM" directly to the Fee Form in the appropriate category.

S Medina and Son Landsc

COMPANY NAME

Adan Medina

NAME OF AUTHORIZED REPRESENTATIVE

773 410-1070

TELEPHONE NUMBER

Group 3 Properties

Region	Agency	Building Address	Management Firm Contact	Group 3 SNOW FALL AMOUNT									
				SNOW PLOWING / SALTING /DEICING PRICE PER EVENT									
				2-4 Inches	4.1 - 6 Inches	6.1 - 8 Inches	8.1 - 10 Inches	10.1 Inches or <					
1	072-Maria Martinez	2111 N HALSTED ST	HABITAT 312-951-1138	\$	260.00	\$	338.00	\$	439.00	\$	571.00	\$	\$742.00
1	072-Margaret Day Blake	2140 N CLARK ST	HABITAT 773-857-6888	\$	260.00	\$	338.00	\$	439.00	\$	571.00	\$	\$742.00
1	072-Elizabeth Woods	1845 N LARRABEE ST	HABITAT 773-251-0654	\$	260.00	\$	338.00	\$	439.00	\$	571.00	\$	\$742.00
1	074-Edith Spurlock Sampson	2640 N SHEFFIELD AV	HABITAT 773-978-3198	\$	350.00	\$	455.00	\$	591.00	\$	769.00	\$	\$1,000.00
1	074-Edith Spurlock Sampson	2720 N SHEFFIELD AV	HABITAT 773-978-3198	\$	350.00	\$	455.00	\$	591.00	\$	769.00	\$	\$1,000.00
1A	144-Britton Budd	501 W SURF ST	HABITAT 773-388-8101		\$100.00		\$130.00		\$169.00		\$219.00		\$285.00
GROUP 3 SUB-TOTAL PER SNOW EVENT				\$1,580.00	\$2,054.00	\$2,668.00	\$3,470.00	\$4,511.00					
OFF-SITE SNOW RELOCATION EQUIPMENT HOURLY RATE				\$175.00	\$175.00	\$175.00	\$175.00	\$175.00					
OFF-SITE SNOW RELOCATION LABOR HOURLY RATE				\$75.00	\$75.00	\$75.00	\$75.00	\$75.00					
				\$1,830.00	\$2,304.00	\$2,918.00	\$3,720.00	\$4,761.00					

AMOUNT TO ENTER ON FEE FORM

\$15,533.00

(E14+F14+G14+H14+I14)

Please note: Your Per Event Price can be added directly to this spreadsheet. The spreadsheet will automatically calculate the totals. Please transfer the amount that appears in the "AMOUNT TO BE ENTERED ON THE FEE FORM" directly to the Fee Form in the appropriate category.

S Medina and son Landscaping

COMPANY NAME

Adan Medina

NAME OF AUTHORIZED REPRESENTATIVE

777 410-1070

TELEPHONE NUMBER

Group 4 Properties

		Group 4		SNOW FALL AMOUNT					
		Management Firm		SNOW PLOWING / SALTING / DEICING PRICE PER EVENT					
		Contact							
Region	Agency	Building Address		2-4 Inches	4.1 - 6 Inches	6.1 - 8 Inches	8.1 - 10 Inches	10.1 Inches or <	
1	032-SS Region 1	925 N CALIFORNIA	HABITAT 773-276-3393	\$200.00	\$275.00	\$357.00	\$464.00	\$600.00	
1	043-Lidia Pucinska	838 N NOBLE ST	HABITAT 312-241-2435	\$350.00	\$455.00	\$591.00	\$769.00	\$1,000.00	
1	043-Lidia Pucinska	847 N GREENVIEW AVE	HABITAT 312-241-2435	\$350.00	\$455.00	\$591.00	\$769.00	\$1,000.00	
1	068-Wicker Park	1414 N DAMEN AV	HABITAT 773-782-4351	\$420.00	\$546.00	\$709.00	\$922.00	\$1,199.00	
1	068-Wicker Park Annex	2020 W SCHILLER ST	HABITAT 773-782-4351	\$420.00	\$546.00	\$709.00	\$922.00	\$1,199.00	
4	044-Flannery	1507 N CLYBOURN AVE	EASTLAKE 312-654-8740	\$775.00	\$1,007.00	\$1,310.00	\$1,702.00	\$2,213.00	
4	044-Flannery	1531 N CLYBOURN AVE	EASTLAKE 312-654-8740	\$775.00	\$1,007.00	\$1,310.00	\$1,702.00	\$2,213.00	
4	049-Zelda Ormes	116 W ELM ST	EASTLAKE 312-573-3450	\$550.00	\$715.00	\$929.00	\$1,200.00	\$1,500.00	
GROUP 4 SUB-TOTAL PER SNOW EVENT				\$2,515.00	\$3,284.00	\$4,267.00	\$5,548.00	\$7,211.00	
OFF-SITE SNOW RELOCATION EQUIPMENT HOURLY RATE									
OFF-SITE SNOW RELOCATION LABOR HOURLY RATE									
TOTAL AMOUNT				\$2,515.00	\$3,284.00	\$4,267.00	\$5,548.00	\$7,211.00	

AMOUNT TO ENTER ON FEE FORM

\$22,825.00

(E17+F17+G17+H17+I17)

Please note: Your Per Event Price can be added directly to this spreadsheet. The spreadsheet will automatically calculate the totals. Please transfer the amount that appears in the "AMOUNT TO BE ENTERED ON THE FEE FORM" directly to the Fee Form in the appropriate category.

S Medina and Son Landscaping

COMPANY NAME

Adan Medina

NAME OF AUTHORIZED REPRESENTATIVE

773 410-1070

TELEPHONE NUMBER

Attachment A
SNOW/SALT LOG

IFB 2378 - Parking Lot Snow Removal
Snow Removal/Salt Application Log

Development Name:

Week ending date:

	Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Date:														
Staff on Duty:														
Weather Condition:														
Activity	Plowed Lots	Salted Lots	Plowed Lots	Salted Lots	Plowed Lots	Salted Lots	Plowed Lots	Salted Lots	Plowed Lots	Salted Lots	Plowed Lots	Salted Lots	Plowed Lots	Salted Lots
12:00 - 2:00 AM														
2:00 - 4:00 AM														
4:00 - 6:00 AM														
6:00 - 8:00 AM														
8:00 - 10:00 AM														
10:00 AM - Noon														
Noon - 2:00 PM														
2:00 - 4:00 PM														
4:00 - 6:00 PM														
6:00 - 8:00 PM														
8:00 - 10:00 PM														
10:00 - Midnight														

Notes/Special Instructions:

Name of Outside Contractor / Contact Name & Phone:

Attachment BB

General Conditions for Purchase Orders

GENERAL CONDITIONS FOR PURCHASE ORDERS

1. **NON-DISCRIMINATION**: In connection with the performance of the work, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin.
2. **WAGE RATES, SALARIES, CERTIFICATION**: The Contractor and each sub-Contractor shall pay all laborers and mechanics employed in the performance of the contract on or about the site of the housing development not less than the wages prevailing in the locality as determined by the Secretary of Labor pursuant to the Davis-Bacon Act (Title 40, U.S.C., Sec. 276a-5) or not less than the wages prevailing in the locality of said housing development as determined pursuant to applicable state laws, whichever are higher.
3. **NON-REBATE OF WAGES**: The Contractor agrees to comply with the regulations, ruling, and interpretations of the Secretary of Labor of the United States pursuant to the Anti-Kickback Act (Title 18, U.S.C., Sec. 874 and Title 40, U.S.C., Sec. 276c) which makes it unlawful to induct any person employed in the construction or repair of public buildings or public works to give up any part of compensation to which he is entitled under his contract of employment; and the Contractor agrees to insert a like provision in all subcontractors hereunder.
4. **INSURANCE**: Insurance is applicable to All Contracts/Purchase Orders with the exception of Supply and Delivery contracts and purchase orders when approved by Risk Management.

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

- (a) * **Workers' Compensation** – Statutory Limits (Coverage A) and Employer's Liability (Coverage B) in an amount of not less than \$500,000/\$500,000/\$500,000.
- (b) * **Commercial General Liability Insurance** – in the amount of \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Consultants agents, subcontractors, invitees and guests and their personal property. The CHA and PPM must be endorsed as additional insureds on the Vendor's policies and such insurance will be endorsed on a primary and non-contributory basis.
- (c) * **Automobile Liability Insurance** – when any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the vendor shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence CSL, for Bodily Injury and Property Damage. The CHA and PPM must be endorsed as additional insureds on the Vendor's policies and such insurance will be endorsed on a primary and non-contributory basis.
- (d) **Technology E & O / Cyber Liability** – when any technology related service, including programming, storage of data, licensing of software, other professional consultant

performed work in connection with the Contract, Technology Errors & Omissions or Cyber Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

- (e) **Professional Liability Insurance** – covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
- (f) **Sexual Abuse and Molestation** – When vendors will provide services or activities to minors on (or off) the Premises, Sexual Abuse and Molestation Insurance coverage shall be maintained with a limit of \$1,000,000 per occurrence (or an endorsement of the commercial general liability policy with a separate sublimit in this amount). The CHA and PPM must be endorsed as additional insureds on the Vendor's policies and such insurance will be endorsed on a primary and non-contributory basis.
- (g) **Contractor's Pollution Liability** – shall be provided when the Scope of Work of the Contract covers working with or around hazardous materials. The Contractor's Pollution Liability policy shall be written on an occurrence basis (claims made is not acceptable), covering any bodily injury, liability, and property damage liability, arising out of pollutants including, without limitation, hazardous materials such as asbestos, lead, PCBs for activities of the Contractor under or incidental to the Contract, including without limitation, transit of hazardous materials to a permanent disposal facility, activities by itself or by any of its subcontractors or by anyone directly or indirectly employed or otherwise contracted by any of them. This policy shall be maintained with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. The CHA and PPM must be endorsed as additional insureds on the Vendor's policies and such insurance will be endorsed on a primary and non-contributory basis.
- (h) **Mold Remediation Liability** – is required when any mold remediation work is performed in connection with the Contract. Mold Remediation Liability Insurance shall be provided with limits of not less than Three Million Dollars (\$3,000,000) per occurrence insuring bodily injury, property damage and Environmental clean-up. The CHA and PPM must be endorsed as additional insureds on the Vendor's policies and such insurance will be endorsed on a primary and non-contributory basis. When claims made policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Work under this Contract. A Claims-made policy which is not renewed or replaced must have extended reporting period of two (2) years.
- (i) **Railroad Protective Liability Insurance** – when, in connection with any work that is to be done adjacent to or on property owned by a railroad or public transit entity, the Contractor shall procure and maintain, or cause to be procured and maintained, with respect to the operations the Contractor or any subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limits, and Five Million Dollars (\$5,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

Upon award, a Certificate of Insurance, naming PPM as the certificate holder, is to be emailed (preferably in a Readable PDF format) to the attention of the Procurement Specialist identified in the solicitation as the contact. Reference the Solicitation Number or Purchase Order Number, Procurement Specialist and Project Title. The Chicago Housing Authority and PPM must be endorsed as additional insureds on the Vendor's general/auto liability policies and such insurance will be endorsed on a primary and non-contributory basis.

5. **BID SECURITY, PERFORMANCE AND PAYMENT BOND:** Not required
6. **MBE/WBE/DBE PARTICIPATION:** All Service Contracts/Purchase orders including any modifications to the Contract or Purchase Order in excess of \$25,000.00 requires 20% MBE/WBE/DBE participation.

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

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

MBE/WBE/DBE NON-COMPLIANCE SANCTIONS AND LIQUIDATED DAMAGES

- A. THE CHA SHALL HAVE THE DISCRETION TO APPLY SUITABLE SANCTIONS TO THE BIDDER/PROPOSER IF THE BIDDER/PROPOSER IS FOUND TO BE IN NON-COMPLIANCE WITH THE MBE/WBE/DBE REQUIREMENTS. FAILURE TO COMPLY WITH THE MBE/WBE/DBE TERMS OF COMMITMENT GOALS AS APPLICABLE TO AND IN THE CONTRACT OR FAILURE TO USE MBE/WBE/DBEs AS STATED IN THE BIDDER/PROPOSER'S SUBMITTED SCHEDULES, CONSTITUTES A MATERIAL BREACH OF THE CONTRACT AND MAY LEAD TO THE SUSPENSION AND/OR TERMINATION OF THE CONTRACT IN WHOLE OR IN PART. FURTHERMORE, CONTINUED ELIGIBILITY TO ENTER INTO FUTURE CONTRACTING ARRANGEMENTS WITH THE CHA MAY BE JEOPARDIZED AS A RESULT OF NON-COMPLIANCE. IN APPROPRIATE CASES, PAYMENTS MAY BE WITHHELD UNTIL CORRECTIVE ACTION IS TAKEN.
- B. WHEN WORK IS COMPLETED, IN THE EVENT THAT THE CHA HAS DETERMINED THAT THE BIDDER/PROPOSER WAS NOT COMPLIANT IN THE FULFILLMENT OF THE REQUIRED MBE/WBE/DBE COMMITMENT GOAL AND A WAIVER WAS NOT OBTAINED, THE CHA WILL THEREBY BE DAMAGED IN THE FAILURE TO PROVIDE THE BENEFIT OF PARTICIPATION TO THE MBE/WBE/DBE TO THE DEGREE SET FORTH IN THIS MBE/WBE/DBE UTILIZATION PLAN.
- C. THEREFORE, IN THE EVENT OF SUCH NON-COMPLIANCE, THE BIDDER/PROPOSER AND CONTRACTOR AGREES THAT THE CHA WILL DEDUCT AS LIQUIDATED DAMAGES CUMULATIVE AMOUNTS COMPUTED AS FOLLOWS:
- FOR EACH ONE PERCENT (1%), OR FRACTION THEREOF, OF SHORTFALL TOWARD THE MBE/WBE/DBE GOAL, ONE PERCENT (1%) OF THE BASE BID FOR THIS CONTRACT SHALL BE SURRENDERED BY THE BIDDER/PROPOSER TO THE CHA IN PAYMENT AS LIQUIDATED DAMAGES, IF SUCH DAMAGES ARE ASSESSED.
7. **SECTION 3 REQUIREMENT:** All Contract/Purchase Orders are Section 3 applicable with the exception of Supply and Delivery contracts and purchase orders.

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

- A. Section 3 - Clause
1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

B. Section 3 Compliance Goals

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

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

- (1) 51 percent or more owned by section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or

- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
 2. Contractor and sub-contractors may demonstrate compliance with the requirements for contracting with Section 3 Business Concerns by committing to award to Section 3 Business Concerns at least 10 percent of the total dollar amount of the contract awarded to the contractor for building trades work for maintenance, repair modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction and at least 3 percent of the total dollar amount of all other Section 3 covered contracts.
 3. In evaluating compliance with 24 CFR Part 135, contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to section 3 residents and section 3 business concerns.
 4. Contractors and their subcontractors are also encouraged to provide other economic opportunities to train and employ section 3 residents including, but not limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies, and hiring section 3 residents in part-time positions (24 CFR 135.40).
- C. Documenting and Reporting
1. Contractor agrees to comply with the above Section 3 requirements in accordance with the Contractor's Section 3 Utilization Plan, which shall be prepared by the Contractor and agreed to by CHA. CHA shall not be required to agree to the Contractor's Utilization Plan until the Contractor meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA's Section 3 Policy (see http://www.thecha.org/pages/section_3/65.php or the copy included in the solicitation) as may be required. [Contractor's Section 3 Utilization Plan as attached to the contract as Exhibit is incorporated into the contract by this reference herein.
 2. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's Section 3 requirements to the CHA via CHA's electronic system available at <https://cha.diversitycompliance.com/>. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

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

8. **WARRANTY:** The Contractor shall warrant all installed materials for a period of not less than one (1) year. If manufacturer's warranty is longer than one (1) year said warranty shall prevail.
9. **WARRANTY OF WORKMANSHIP:** The Contractor shall guarantee all labor for one (1) full year from the date of completion of all work.

10. **EQUAL EMPLOYMENT OPPORTUNITY:** Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) *(all construction contracts in excess of \$10,000.)*

11. **ILLINOIS EQUAL OPPORTUNITY CLAUSE**

TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY MANAGEMENT
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES - CHAPTER X: DEPARTMENT OF
HUMAN RIGHTS - PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES – SECTION
750. APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY

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

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

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

12. **A 10% RETENTION:** Will be held pending inspection and approval of completed work.
13. **TAXES:** The CHA, a municipal Corporation is exempt from payment of Federal Excise Taxes, Federal Transportation Tax and State of Illinois Retailer's Occupation Tax. A certificate of exemption will be furnished upon request.
14. **OWNERSHIP OF DOCUMENTS:** All documents and information generated, prepared, assembled or encountered by or provided under this agreement is the property of the CHA.
15. **INCORPORATE HUD FORM:** HUD Table 5.1 Mandatory Contract Clauses for Small Purchases other than Construction as supplemented by simplified acquisition threshold (41 U.S.C. 403(11)). *(non-construction contracts in excess of \$2000, but less than \$100,000)*
16. **THE SUCCESSFUL CONTRACTOR MUST COMPLETE ALL APPLICABLE DOCUMENTS FOR THIS PROCUREMENT IN ACCORDANCE WITH THE CHA'S POLICIES AND PROCEDURES AS SET FORTH BY THE DEPARTMENT OF PROCUREMENT AND CONTRACTS.**

Attachment C
Insurance Requirements

INSURANCE REQUIREMENTS

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

A. Required Insurance Coverage

1. Workers' Compensation and Occupational Disease Insurance

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

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

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

3. Automobile Liability Insurance

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

4. Excess Liability coverage, when necessary to meet primary insurance requirement limits, is to follow form of the Primary Insurance requirements outlined above.

MUST BE INCLUDED ON ALL CERTIFICATES:

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

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

B. Related Requirements

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

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

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

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

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

Attachment D

Housing and Urban Development (HUD) Table 5.1

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

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

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

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

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

Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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

- (a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- (b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

Attachment E

Contractor's Affidavit

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

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

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

IFB/RFP NUMBER: 2378

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 and 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: ☒ Corporation ☐ Sole Proprietor
(Check One) ☐ Partnership ☐ Not-for-Profit Corporation
☐ Joint Venture ☐ Other

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Average Annual Sales – Last 3 years: \$367,375

Current Net Worth: \$420,000.00 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>Adan Medina</u>	<u>Vice President</u>	<u></u>	<u></u>
<u>Salvador Medina</u>	<u>President</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></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>Adan Medina</u>	<u>3807 N Spaulding</u>	<u>50</u> %
<u>Salvador Medina</u>	<u>4244 N Albany</u>	<u>50</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

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

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

NOTE: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with its bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

SECTION 2. PARTNERSHIP

If the bidder/proposer is a partnership, indicate the name of each partner (or attach list) and the percentage of interest of each therein.

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

SECTION 3. SOLE PROPRIETORSHIPS

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary: YES [] NO ☒
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee (s), indicate the principal(s) for whom the agent or nominee holds such interest.

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

CONTRACTOR'S AFFIDAVIT

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

- 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:

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.

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CONTRACTOR'S AFFIDAVIT

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR'S ANTI-COLLUSIVE AFFIDAVIT

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

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

B. SUBCONTRACTOR'S ANTI-COLLUSION AFFIDAVIT

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

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

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

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

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

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

III. STATE TAX DELINQUENCIES

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

1. 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.

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- C. Bidder/Proposer/Contractor shall immediately notify HUD which has awarded funds for this project if a facility it intends to use in the performance of this Contract is on the EPA's List of Violating Facilities or knows that it has been recommended to be placed on the List of Violating Facilities.
- D. Furthermore, Bidder/Proposer/Contractor shall, in the performance of this Contract, comply with all requirements of the Clean Air Act ("CAA"), 42 U.S.C. §7401-7642 and the Clean Water Act ("CWA"), 33 U.S.C. §1251-1387, including the requirements of Section 114 of the CAA and Section 308 of the CWA, and all other applicable clean air standards and clean water standards.

VII. CERTIFICATION OF RESTRICTION ON LOBBYING

THE CONTRACTOR CERTIFIES THAT:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan 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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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. 2378 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 12th day of November, 20 17
by

Adan Medina (Name) as Vice President

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

Notary Public Signature



Attachment F

Quick Guide Contract Compliance Requirements



Quick Guide Contract Compliance Requirements

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

What Compliance Requirements apply to the different types of contracts?

Type of Contract	M/W/DBE	Section 3	Davis-Bacon
Professional Service	Yes	Yes	No
Construction	Yes	Yes	Yes

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

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

Type of Contract	Contract Amount	MBE/WBE/DBE Participation
Construction	\$25,000 - \$200,000	25%
	\$200,001 - \$500,000	30%
	\$500,001 - \$1,000,000	35%
	\$1,000,001 +	40%
Service and Supply & Delivery	\$25,000 +	20%

Required M/W/DBE Documents:

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

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



Quick Guide Contract Compliance Requirements

Section 3

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

- **Hiring –30%** of all of new hires must be Section 3 employees. This includes CHA and low-income Chicago area residents. The Prime will be required to complete the Schedule B and outline all of the employees who are needed to complete this scope of work. Through the hiring chart on Schedule B- Section 3 Utilization Plan, Compliance is able to determine how many Section 3 employees are needed for the contract. The 30% of all new hires covers new hires for the Prime Contractor and the Subcontractors. Contractors will be required to utilize CHA's Section 3 Job Opportunities website, which allows Section 3 individuals to apply for open positions on CHA contracts. The Section 3 Opportunities system is replacing the Job Order Form process and will require Applicants to actively apply for jobs and Employers to interview and hire for their Section 3 positions based on a streamlined process in accordance with HUD's Code of Federal Regulations (CFR). Section 3 Hiring Specialists will be responsible for initiating the job postings and approving the job profiles prior to the new jobs posting to the website available to the public.
- **Subcontracting** – Prime Contractors are required to subcontract **10%** of the total contract value for construction contracts and **3%** of the total contract value for all other contracts to Section 3 Business Concerns. CHA's Section 3 Business Concern Registry is a great place to start when looking for Section 3 Businesses to contract with. HUD does perform random audits of the businesses in this registry.

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

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

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

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

Required Section 3 Documents:

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



Quick Guide Contract Compliance Requirements

Section 3 Clause:

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

“The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.”

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

CERTIFIED PAYROLL SUBMITTAL & REPORTING

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

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

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



Quick Guide Contract Compliance Requirements

Compliance Utilization Plans

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

Schedule A- M/W/DBE Utilization Plan

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

Schedule B- Section 3 Utilization Plan

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

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

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

Attachment G

Schedule A: M/W/DBE Utilization Plan

Attachment H

Schedule B: Section 3 Utilization Plan

Attachment I

Schedule C: Letter of Intent M/W/DBE and/or Section 3 Business Concern

Attachment J

Certifications and Representations of Offerors, Non-Construction Contracts HUD 5369-C

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

(1) ☐ has, ☒ has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

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

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

(c) ☒ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|--|---|
| <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 |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) 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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

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

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

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

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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



11/12/17

Signature & Date:

Adan Medina

Typed or Printed Name:

Vice President

Title:

Attachment K
General Conditions for Non-Construction Contracts HUD 5370-C

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

~~Section I - Clauses for All Non-Construction Contracts greater than \$100,000~~

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the *highest percentage of recovered materials* practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.



Attachment L

HUD Form 5369

Instructions to Bidders for Contracts Public and Indian Housing Programs

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and on the continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

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

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment L

HUD Form 5369

Instructions to Bidders for Contracts

Public and Indian Housing Programs



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

NOV 24 2017

Salvador Medina
Adan Medina
S. Medina & Son Landscaping, Inc.
4244 North Albany
Chicago, IL 60618

Dear Salvador and Adan Medina:

We are pleased to inform you that **S. Medina & Son Landscaping, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **11/1/2022**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **11/1/2018, 11/1/2019, 11/1/2020, and 11/1/2021**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/1/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **09/1/2022**.

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

[Handwritten signature]

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 CHA Citywide Snowplowing and De-icing Services		SPECIFICATION OR RFP NO. 2378
COMPANY NAME S Medina and Son Landscaping Inc.	DUN & BRADSTREET NUMBER	
PARENT COMPANY (IF APPLICABLE)	PREVIOUS COMPANY NAME	

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 Chase	ADDRESS 3201 W Irving Park	
CITY, STATE, ZIP CODE Chicago, IL 60618	CONTACT PERSON Edwin Urbieto	TELEPHONE NO. 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	ACTIVITY	DOLLAR AMOUNT
Habitat Company	Snow Removal and De-icing	\$14,240.00
DATE COMPLETED 3/31/17	P.O./CONTRACT NO. HCSN16	CONTACT PERSON Jacqueline Stout
PHONE NO. 312-595-3241	FAX NO.	
AGENCY/COMPANY NAME Realty and Mortgage Cabrini Rowhouses/Lots	ACTIVITY Snow Removal and De-icing	DOLLAR AMOUNT \$5,110.00
DATE COMPLETED 3/31/17	P.O./CONTRACT NO. RMSN16	CONTACT PERSON Adreane Bodden
PHONE NO. 312-274-1780	FAX NO.	
AGENCY/COMPANY NAME Hispanic Housing Development	ACTIVITY Snow Removal and De-icing	DOLLAR AMOUNT \$21,000
DATE COMPLETED 3/31/16	P.O./CONTRACT NO. HHSN15	CONTACT PERSON Andrew Rodriguez
PHONE NO. 708-837-0089	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 	PRINTED NAME OF PRINCIPAL Adan Medina	DATE SIGNED 1/5/18
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SUBCONTRACTOR INFORMATION SUBMITTAL

IFB/RPF/P.O. TITLE	IFB/RPF/P.O. NO.	PAGE /
44 Citywide Snow Plowing and Salting / deicing Services	2378	OF 1
<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	
CONTRACTOR'S NAME	TITLE	
S Medina and Son Landscaping Inc	Vice President	
If a joint venture, a principle from EACH joint venture business must sign below.		
BY (SIGNATURE OF PRINCIPLE)		
		
APPROVED BY CONTRACT COMPLIANCE		RECEIVED BY OCAM
NAME	TITLE	DATE

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

~~220000~~ CHA Citywide Snow Plowing and Salting/de-icing 2378
(IFB or RFP Title or P.O. Commodity Description) (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 CLASSIFICATION	TOTAL EMPLOYEES	WHITE		BLACK		HISPANIC		OTHER	
		Male	Female	Male	Female	Male	Female	Male	Female
OFFICIALS	2					2			
CRAFT (SKILLED)	5					5			
LABORERS (UNSKILLED)	10	1		1		8			
CLERICAL	1					1			
OTHER SPECIFY									
OTHER SPECIFY									
OTHER SPECIFY									

EXECUTED THIS 12th DAY OF November 20 17

BY 
 (SIGNATURE)

Adan Medina
 (PRINTED OR TYPED NAME)

TITLE Vice President
 (PRINCIPAL)

FIRM NAME	STREET ADDRESS
<u>S Medina and Son Landscaping</u>	<u>4244 N Albany Chicago, IL</u>
CITY, STATE, ZIP CODE	TELEPHONE NUMBER
<u>Chicago, IL 60618</u>	<u>773-410-1070</u>

List of Equipment

2001 GMC Sierra 2500 8ft w/ V Plow and salter
1997 Chevrolet Silverado 2500 w/6.5ft plow and salter
1996 GMC Sierra 2500 6.5ft w/Plow
1996 Dodge Ram 2500 6.5ft w/plow and salter
1995 Chevrolet 2500 6.5ft w/plow
1992 GMC Sierra 1500 6.5ft w/plow and salter
2004 Honda Rancher ATV w/48" plow
2001 Case skid steer
2005 Freightliner M201 w 12ft bed
1992 Isuzu NPR 10ft bed
1997 Isuzu NPR 11ft. bed
20 21" Toro Snow blowers
12 Lesco/ Earthway walk behind Salt spreaders
Snow-ex salt spreader 150lb hopper
2 Ariens 36" snow blowers Self-Propelled
1 Ariens 40" Snow blower self-propelled



THE HABITAT COMPANY
Management Makes The Difference®

SERVICES AGREEMENT

Per Occurrence and As-Needed Snow Removal Services – Senior Sites

THIS SERVICES AGREEMENT (this “Agreement”) is executed as of the 15th Day of November, 2016, between THE HABITAT COMPANY LLC, an Illinois limited liability company (“THC”), and S. MEDINA & SON LANDSCAPING, an Illinois Company (“Service Provider”), with respect to the properties located at 4945 N Sheridan, 4645 N Sheridan, 5821 N Broadway, 855 W Aldine, 1845 N Larrabee, 2140 N Clark, 2111 N Halsted, 2640 & 2720 N Sheffield, 1750 W Peterson, 6400 N Sheridan, 1930 W Loyola, 847 N Greenview, 838 N Noble, 1414 N Damen, 2020 W Schiller, 3940 & 3930 & 3920 N Clark, and 2000 W Diversey (the “Properties”), which are managed by THC and owned by The Chicago Housing Authority (“Owner”). (THC and Service Provider may be individually referred to hereinafter as a “Party” or collectively as the “Parties”). A description of the Properties is attached hereto as Schedule 1 and made a part hereof. This Agreement has been assigned the contract identification number of “Contract Number 2016-3000” (the “Contract Number”).

1. Term and Termination. The term of this Agreement (the “Term”), commences on November 18, 2016 (the “Commencement Date”), and continues for Thirty (30) days through and including December 18, 2016 (the “Initial Expiration Date”), subject to early termination or extension as provided below or as otherwise agreed by the parties in writing. In THC’s sole discretion, this Agreement may be extended for up to three (3) additional one (1) month periods by notifying Contractor in writing no more than thirty (30) days prior to expiration of the preceding term. Any such increase, reduction or extension shall be made subject to the same terms and conditions set forth herein. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THC SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AT ANY TIME DURING THE TERM FOR ANY REASON OR NO REASON EFFECTIVE THIRTY (30) DAYS FOLLOWING THE DELIVERY TO SERVICE PROVIDER OF WRITTEN NOTICE THEREOF.

2. Services. The services to be performed by Service Provider under this Agreement (the “Services”) are described in Schedule 2 attached to this Agreement, including, without limitation, the supplying of any labor, materials and/or equipment in connection with such services or work. Service Provider agrees to perform and completely furnish the Services to THC’s satisfaction, in a first-class and workmanlike manner, using the highest level of professional skill, care and diligence. Service Provider shall perform the Services in accordance with THC’s scheduling requirements. In THC’s sole discretion, the scope and extent of Services with respect to any Property may be increased or reduced from time to time by notifying Service Provider in writing no less than thirty (30) days prior to such effective date. Specified completion dates and schedules are of the essence in this Agreement. Service Provider shall keep the work site and the Property free from accumulation of waste materials or rubbish caused by its operations, and shall promptly notify THC of the occurrence of any damage to the Property or any personal property of tenants or occupants of the Property caused by Service Provider or its agents, Service Provider Employees (as defined in Section 5 below), consultants, subcontractors or materialmen (collectively, “Service Provider Parties”) or its or their equipment or supplies and, at THC’s option, Service Provider shall promptly pay for or repair such damage. Storage of equipment or supplies at the work site shall be subject to THC’s prior written consent, but in all events subject to the other provisions of this Agreement (including without limitation those relating to safety and hazardous materials), and any such storage shall be at Service Provider’s sole risk.

3. Compensation. Service Provider shall use this Contract Number when referring to this Agreement. THC shall compensate Service Provider for the Services in accordance with Schedule 3 attached to this Agreement, which shall be Service Provider’s total, per request and per property compensation for the Services. Contractor shall not receive compensation unless services are requested by THC, and charges shall only be levied toward the individual property for which services were requested. Price is firm as provided in Schedule 3 and not subject to escalation and includes all applicable federal, state and local taxes (including without limitation sales and use taxes) and all tools, equipment, supplies, insurance and other materials or items necessary for performance of the Services. Service Provider shall be responsible for completing and submitting Schedule B – Section 3 Utilization forms as required by the Chicago Housing Authority for each service completed as part of this contract. Service Provider shall submit completed Schedule B forms with each invoice. Invoices submitted without completed Schedule B forms will be considered non-compliant and shall not be processed. Invoices will be submitted upon completion of the Services, unless otherwise specified in Schedule 3 of this Agreement, and amounts not in dispute shall be payable by THC, in THC’s discretion, either by check or electronic transfer of funds, within forty-five (45) days following receipt of the invoice therefor, subject to receipt by THC of required funds from CHA and compliance with the other terms of this Agreement, including the terms set forth below. All invoices and other communications relating to this Agreement shall refer to the Contract Number. Service Provider shall comply with THC’s and CHA’s payment and procurement processing requirements, which may be amended and modified from time to time, including, but not limited to, the requirements that all service providers (i) comply with all applicable MBE/WBE/DBE participation requirements, (ii) comply with

all Davis-Bacon Act requirements, (iii) comply with all Section 3 requirements, (iv) deliver appropriate W-9s, insurance certificates and other required documentation, (v) participate in vendor compliance and/or electronic payment services, which may require the payment of participation fees, (vi) participate in the CHA vendor websites, and (vii) comply with THC's Vendor Code of Conduct, a copy of which is attached hereto as Schedule 4 and made a part hereof.

4. Hiring, Firing, Training and Direction of Employees. Service Provider is and shall at all times remain an independent service provider with respect to the Services. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the Parties, including between THC, CHA, Owner and their respective officers, directors, agents and employees (each, an "Owner Party" and, collectively, the "Owner Parties"), and "Service Provider Employees", defined to include, without limitation, "any person or entity providing services by, to, through, as directed by, or on behalf of Service Provider, or any such person or entity, related in any way, directly or indirectly, to the Services or the Property, for which or whom Service Provider is responsible under applicable law with respect to its obligations as set forth in this Section and otherwise in this Agreement or any Service Provider Parties." Service Provider shall be solely responsible for all decisions related to the terms and conditions of employment of Service Provider Employees, including, but not limited to, the hiring, training, evaluation, discipline, assignment, promotion and termination of all Service Provider Employees necessary to be employed or engaged in order to properly perform the Services in accordance with Service Provider's obligations under this Agreement; provided, however, that Service Provider shall be obligated to remove from the Property any employee who is objectionable to THC. Service Provider Employees shall in every instance be deemed employees of Service Provider and not of any Owner Party. Service Provider shall exclusively control the activities of Service Provider Employees, including the time and manner of the performance of the Services, and shall take such other steps as are reasonable to ensure that none of Service Provider Employees become joint employees of itself and any Owner Party. Service Provider shall establish procedures and policies to promote and maintain a "Drug- and Alcohol-Free Workplace".

5. Labor Harmony. Service Provider shall at all times employ only Service Provider Employees (whether at the Property or otherwise in connection with the Services) capable of working harmoniously with all contractors, subcontractors, trades, crafts and individuals associated with any activities at the Property. Service Provider shall ensure that Service Provider Employees who perform the Services under this Agreement possess sufficient qualifications, skills and experience to provide the services to Owner Parties in a professional and timely manner. Service Provider shall exercise best efforts to minimize the likelihood of any strike, work stoppage, lockout, boycott or picketing, whether directed against Service Provider, any Owner Party or otherwise. The costs occasioned by any labor unrest resulting from Service Provider's failure to abide by the terms of this Section (including costs incurred by any Owner Party in connection with operations at or away from the Property) shall be borne solely by Service Provider. Service Provider further agrees not to participate in or encourage any cessation of work, which may occur as a result of any such labor dispute. Should there be a work stoppage which involves the participation of Service Provider Employees such as, but not limited to, strikes against Service Provider, third-party actions involving informational, organizational, primary or secondary picketing, Service Provider agrees to take appropriate and prompt action to minimize delay including, to the fullest extent permitted under applicable law, by employing qualified personnel to work during the work stoppage, fully cooperating in obtaining injunctions, presenting facts, furnishing witnesses and assisting in every reasonable way to resolve or eliminate the work stoppage.

6. Permits, Fees, Notices and Compliance with Laws, Rules and Regulations. In performance of the Services, Service Provider shall, at its expense, comply strictly with, and cause all Service Provider Parties to comply strictly with, all laws, orders, rules and regulations of governmental authorities and all policies, procedures, rules and regulations of THC and CHA (as the same may be amended and modified from time to time). If Service Provider receives notice of any violation by Service Provider of any laws relating to Service Provider's Services provided hereunder, Service Provider shall promptly notify THC thereof. **Service Provider shall conform to the highest standards of safety practice and shall comply with all applicable laws relating to safety, including without limitation, the Occupational Safety and Health Act of 1970, as it may be amended, and all regulations and standards issued pursuant thereto. Service Provider will establish, update and enforce an effective Injury & Illness Prevention Program as may be required by applicable law. Service Provider affirms that it is an equal opportunity employer or subcontractor. Service Provider shall, as applicable, abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) which: (i) prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin and (ii) require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Service Provider also agrees that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.** Service Provider shall coordinate the performance of its Services with THC's rules and regulations so as not to disrupt or adversely impact any of the residents, guests, or employees of the Property.

7. Indemnity and Waiver. To the greatest extent allowed by law, Service Provider shall indemnify, defend and hold harmless the Owner Parties and the officers, directors, Board of Commissioners, managers, members, agents, employees, clients, successors

and assigns and authorized representatives of the Owner Parties (collectively, the "Indemnified Parties"), from and against any and all claims, actions, demands, damages, liabilities, or losses, including, without limitation, attorney's fees and expenses (the "Claim" or "Claims"), whether arising before, during, or after the Term of this Agreement, which actually or allegedly arise from, are related to or incidental to (a) the Services, including, without limitation, those Claims directly or indirectly caused or contributed to in whole or in part by any act or omission of Service Provider Parties, or (b) any breach or default by Service Provider; provided, however, that the foregoing shall not apply to the extent of Claims caused by the gross negligence or willful misconduct of any of the Owner Parties. Service Provider hereby waives, to the fullest extent permitted by applicable law, all Claims against the Owner Parties and the other Indemnified Parties for any loss, injury or other damage to person or property in or about the Property from any cause whatsoever, including without limitation, gas, fire, explosion, falling materials, steam, electricity, or any malfunction on or about the Property, or acts of any tenants, other service providers or other third parties engaged in any activities on or about the Property. The obligation of Service Provider to indemnify the Indemnified Parties is to be measured by the allegations of the Claim and not the merits thereof, and shall arise from the time of the events on which the Claim is based. Service Provider shall, accordingly, indemnify the Indemnified Parties for expenses incurred by or on behalf of the Indemnified Parties prior to the tender of the Claim, including, without limitation, the expenses of investigating occurrences out of which Claims later arise. THC covenants to give notice that it intends to assert a Claim for indemnification under this Section and to tender the defense of the Claim to Service Provider when it is reasonable to believe that a Claim covered by this Section will be asserted, but no delay in the giving of notice or the making of a formal tender will defeat, qualify, limit or diminish the right of the Indemnified Parties to indemnification for all of the expenses and liabilities covered by this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.

8. Continuing Performance during the Pendency of Disputes. In the event of a dispute between the Parties relating to this Agreement, the Parties shall attempt to negotiate a mutually-acceptable resolution. Unless the parties hereto expressly agree otherwise in writing, in the event that a dispute shall arise in connection with payments to be made, or otherwise, Service Provider shall continue during the pendency of such bona fide dispute to perform its duties and responsibilities hereunder and to cause the Services to continue to be performed in accordance with this Agreement and THC's directives as though no dispute shall have arisen. During the pendency of any such dispute, and except as otherwise expressly provided in this Agreement, Service Provider shall be entitled to receive payments from THC only on account of non-disputed items (and on account of the portion of any disputed items that are not in dispute) and payments on account of disputed items shall be deferred until the final resolution of the dispute. The provisions of this Section shall survive the expiration or termination of this Agreement.

9. No Release of Hazardous Materials. Service Provider shall not release, permit the release, or permit to occur a threat of a release into the environment of any hazardous substance (as defined in all applicable environmental laws), any pollutant or contaminant, any hazardous, toxic, or dangerous waste, substance, constituent or material, or any materials derived from petroleum. All such materials generated by Service Provider's operations shall be handled and disposed of by Service Provider in strict compliance with all applicable environmental laws.

10. Types of Insurance Coverage Required. At all times during the performance of the Services, Service Provider shall maintain in force, at its sole cost, and cause all Service Provider Parties of any tier to maintain in force, from companies reasonably acceptable to THC, insurance in the types and limits of liability as set forth in Schedule 5 attached hereto and made a part hereof.

11. Additional Insured Parties. All insurance policies other than Workers' Compensation and Employer's Liability shall name THC, CHA and the other Additional Insured Parties set forth in Schedule 5 attached hereto, as well as any other party specified by THC from time to time, as additional insureds with respect to the Services under this Agreement.

12. Primary Insurance. General Liability, Automobile Liability and Umbrella (if applicable) policies shall provide that such insurance is primary and non-contributory to any liability insurance carried by THC or CHA and provide a severability of interests clause.

13. Occurrence Basis of Coverage. All insurance policies carried by Service Provider under this Agreement or otherwise affording coverage with respect to Service Provider's operations under this Agreement, shall provide coverage on an "occurrence" rather than a "claims made" basis.

14. Certificates of Insurance and Endorsements. Prior to commencing any Services at the Property, Service Provider shall furnish to THC insurance certificates and additional insured endorsements completed by a duly authorized representative of their insurer certifying that at least the minimum insurance coverages required are in effect and that THC will be given not less than thirty (30) days' written notice prior to any cancellation or material change.

15. Waiver of Subrogation, Etc. Service Provider shall cause each of its insurance policies to provide that the insurance company waives all rights of recovery by way of subrogation against THC, CHA and the other Indemnified Parties in connection

with any matter covered by such policy. Service Provider hereby waives any right of recovery against THC, CHA and the other Indemnified Parties for any Claims for personal injury or property damage arising out of, related to or in connection with the Services or this Agreement and for any Claims that are caused or result from risks insured against (or required to be insured against) by Service Provider pursuant to the foregoing provisions.

16. **Default.** Upon any default by Service Provider hereunder (including, without limitation, if delivery or completion of any portion of the Services cannot be accomplished within the time specified), or in the event of proceedings by or against Service Provider in bankruptcy or for the appointment of a receiver or trustee or an assignment for the benefit of creditors, THC may, at its option, terminate this Agreement without penalty or liability (except for payment for Services completed and accepted by THC or CHA, if any). Service Provider shall be liable to THC for all expenses incurred by THC or CHA in furnishing the Services and any damage incurred through any default, which at the option of THC, may be charged against any amounts due from THC to Service Provider hereunder, but Service Provider's liability hereunder shall not be limited thereby and such liability shall survive the expiration or termination of this Agreement. Any remedies of THC and CHA provided for in this Agreement are cumulative and shall be in addition to, and not in limitation of, any other rights and remedies that may be available in law or in equity. Service Provider may, at its option, terminate this Agreement in the event that THC fails to pay any undisputed amount hereunder within sixty (60) days following the delivery of written notice thereof.

17. **Notices.** Notices, requests, demands, and other communications hereunder shall be in writing and delivered personally, sent by reputable overnight courier or mailed by United States certified mail, return receipt requested, with postage prepaid, to The Habitat Company LLC, 350 West Hubbard, 5th Floor, Chicago, IL 60654, Attention: Property Supervisor/CHA Managed Portfolio, with a copy to The Habitat Company LLC, 350 West Hubbard, 5th Floor, Chicago, IL 60654, Attention: Legal Department, and to Service Provider at the address specified in this Agreement or at any other address that may be given by either party to the other in the manner provided above. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, "receipt" shall mean the earlier of any of the following: (a) the date of delivery of the notice or other document to the address specified above, (b) the date of actual receipt of the notice or other document by the person or entity specified above, or (c) in the case of refusal to accept delivery, the date of the refusal to accept delivery.

18. **Assignment.** THC has entered into this Agreement with Service Provider in reliance upon Service Provider's established reputation, and Service Provider shall not assign this Agreement, subcontract for any part of the services required by this Agreement, or delegate any of its obligations under this Agreement without THC's prior written consent, which may be withheld in its sole discretion. Any purported assignment of this Agreement, delegation of duties or award of a subcontract by Service Provider hereunder may be treated by THC as an event of default, and THC may terminate this Agreement in such event forthwith and without further notice. At the option of THC or CHA. This Agreement may be assigned to a successor property manager of the Property upon the termination of THC's management of the Property in which event THC's obligations under this Agreement shall cease. Further, at the option of THC, this Agreement may be assigned to an affiliate or subsidiary of THC, in which event THC's obligations under this Agreement shall cease.

19. **Attorneys' Fees.** In the event of any litigation or arbitration between THC (and/or CHA) and Service Provider regarding their respective rights and obligations under this Agreement, the prevailing party shall be entitled to recover, in addition to damages, injunctive or other relief, reasonable attorneys' fees and court costs. As used herein, the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement or judgment. If the party which shall have instituted or initiated suit shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

20. **Severability.** A determination that any provision of this Agreement (or any document incorporated by reference) is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

21. **No Oral Modification.** This Agreement may not be modified or discharged orally, but only by a formal written agreement subscribed by the party sought to be charged with the modification or discharge.

22. **Choice of Law.** This Agreement shall be construed in accordance with and governed by the internal laws of the State of Illinois where the Property is located.

23. **Warranty of Authority.** Each party hereto represents and warrants to the other party hereto that this Agreement has been duly authorized, executed and delivered by it, and does not require the consent of any party, other than such consents as have already been obtained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

THC:

THE HABITAT COMPANY LLC,
an Illinois limited liability company

By: 

Name: Vice President - Public Works

Title: _____

Address: 350 W. Hubbard St., Ste. 500
Chicago, IL 60654

SERVICE PROVIDER:

S Medina & Son Landscaping, an Illinois
Corporation

By: 

Name: Adam Medina

Title: Vice President

Address: 4244 N Albany
Chicago, IL 60618

S. MEDINA & SON LANDSCAPING INC.



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

Snow Removal/ De-icing Proposal

Realty Mortgage and Company
930 N Cambridge
Chicago, IL 60610

RE: Cabrini Row Houses

11-17-2015

Proposal: RMSN-1

We hereby propose to furnish the materials and perform the labor necessary for the completion of Snow removal & De-icing for the following properties **Cabrini Row Houses and Vacant Land/Lot** for Realty Mortgage and Co. through the months of December 1, 2015-March 30, 2016. Work shall be performed as described in Scope of work provided below.

Scope of Work

The following scope describes each service below. A "Snow event" is to be considered after stated accumulation and provides de-icing after snow clearing is complete. A 5 hour cycle waiting period is to pass before commencing a new "snow event" clearing. After 2" snow accumulation and verification from 3rd party weather report properties to be shoveled and plowed as indicated per property cleaning sidewalks, stairs, entrances, parking lots, decks, and dumpster enclosures. Properties to be provided with De-icing agent after completion of snow clearing to finalize a "Snow event". Non-snow clearing events are handled as De-icing only. Ice control to comply with materials to be used on surfaces according to scope (Calcium Chloride/Potassium Chloride Blend) on sidewalks, Rock Salt/CMA blend to be used in designated parking lot areas).

CABRINI ROW HOUSES

(Hudson between Chicago and Oak. Hudson west side of street only)

(Cambridge between Chicago and Oak. Both sides of Cambridge Street to be done)

(Locust between Hudson and Cambridge. Southside of street cleared only)

(Oak between Hudson and Cambridge. Southside of street only)

Total Pricing Snow Removal & De-icing Cabrini Rowhouses: \$ 3,200.00

Total Pricing De-icing only: \$1,900.00

CABRINI VACANT LAND/LOT

862 N Sedgewick

911 N Hudson

929-939 N Hudson

911-923 N Hudson

1340 N Larabee

714 N Division

1425 N Clybourn

1317-23 N Clybourn

1342 N Clybourn

534 W Division

500-502 W Oak

364 W Oak

365 W Oak

Total Pricing Snow Removal & De-icing Vacant Land/Lot: \$ 1,910.41

Total Pricing De-icing only: \$943.11

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: _____

Date: _____

Signature: _____

Date: _____

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:
03/14/2017

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

LICENSE NO.: 1517731

CODE:1010

FEE\$****250.00

LICENSE: Limited Business License

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 THEREFOR, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF
THIS 13 DAY OF MARCH, 2017

EXPIRATION DATE: December 15, 2018

ATTEST:



Rahn Emanuel

ACCOUNT NO. 280534

SITE: MAYOR
2

TRANS NO.

Anna M. Valencia

CITY CLERK



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



CERTIFICATE OF LIABILITY

APPROVED

MEDIN-2

OP ID: KC

By Jennifer Maul at 12:53 pm, Jan 05, 2018 2017

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

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

PRODUCER DI TARDI & ASSOCIATES INS AGY 5621 N. MILWAUKEE AVE. CHICAGO, IL 60646		CONTACT NAME: Joseph Bianco PHONE (A/C, No, Ext): 773-631-8144 FAX (A/C, No): 773-792-3832 E-MAIL ADDRESS:		
INSURED Medina & Son Landscaping Inc 4244 N. Albany Ave Chicago, IL 60618		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Foremost Insurance Company		11185
		INSURER B: The Travelers		25666
		INSURER C: Hartford Insurance Co		22357
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	Y		SCP 12475077	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
C	<input type="checkbox"/> AUTOMOBILE LIABILITY	Y		83UECZH3639	05/13/2017	05/13/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						<input type="checkbox"/>	PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$	
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$	
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	N/A	IAUB-8G11129-5-17	04/26/2017	04/26/2018	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER	
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000	
	<input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Chicago Housing Authority is endorsed as additional insured on the general and auto liability policies on a primary and non-contributory basis.

CERTIFICATE HOLDER**CANCELLATION**

Chicago Housing Authority
60 East Van Buren
Chicago, IL 60605

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

AUTHORIZED REPRESENTATIVE