

INVITATION FOR BID ("IFB")

The Chicago Housing Authority (hereinafter "the CHA" or "the Authority") invites qualified firms/organizations ("Bidder") to submit sealed bids for the below described IFB.

IFB EVENT NO. 3312 (2025) Healthy Homes Scattered Sites

RELEASE DATE: Wednesday, October 29, 2025 BID OPEN DATE AND TIME Monday, November 24, 2025, at 11:00 AM CT

BID	SUMMARY
Bidder's Organization Name:	
Contact Name:	
Address:	
Phone Number:	
Fax Number:	
Bid in wh	hole dollars only.
Bidder must bid on all items as require	ed, or the Bid may be deemed non-responsive.
Proposals must be received electronically no	o later than the date and time listed in the solicitation.
(Bid	dder's Name)
	Signature)
(Date)	(Title)

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KEY INFORMATION

BIDDER'S GENERAL INFORMATION

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

> Teresa Lipsey, Senior Procurement Specialist Chicago Housing Authority 60 East Van Buren Street, 8th Floor Chicago, Illinois 60605 Phone (312) 913-7322 Email: tlipsey@thecha.org

- 1. PRE-BID MEETING: Wednesday, November 5, 2025, at 12:00 PM CST, CHA strongly encourages all interested firms to attend the Pre-Bid Meeting at 60. E. Van Buren St., Chicago, IL 60605, Conference 736C & 736B. To participate onsite, you must RSVP by Monday, November 3, 2025, at 11:00 AM (CST) with Teresa Lipsey via email at tlipsey@thecha.org. Please submit your Company Name, Your Name, and email address confirming.
- 2. QUESTIONS: Must be submitted in writing to the Supplier Portal https://supplier.thecha.org no later than 11:00 AM CST on Monday, November 10, 2025. Questions received about this solicitation after the deadline above may not be answered. The Authority reserves the right, at its sole discretion, to respond to questions received after the deadline.
- 3. BID DUE DATE AND TIME: Monday, November 24, 2025, at 11:00 AM CST.

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

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

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

- 5. BID OPENING: Friday, November 24, 2025, at 11:00 AM CST. Bidders may access the bid opening via this link https://rb.gy/3l14m5
- 6. ADDENDA: Any interpretations, corrections, or changes to the solicitation will be made by addenda issued by the CHA. Any addenda issued will be provided to all 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. If the CHA determines this solicitation should be modified, it will inform all prospective Bidders by distributing addenda to this solicitation before the date 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 in the Invitation for Bid.

SCOPE OF SERVICES

The Healthy Homes Division of CHA's Property and Asset Management (PAM) team is dedicated to proactively addressing environmental health issues by eliminating hazards and promoting healthy living conditions for CHA residents and communities. The Healthy Homes Division works to ensure CHA homes are safe, preserved, and sustainable for future generations by removing environmental hazards, promoting energy-efficiency, and conducting community outreach on environmental health and wellbeing. The Healthy Homes Division is currently seeking to secure a qualified and experienced contractor to conduct testing of environmental health hazards at properties within CHA's portfolio.

The selected firm(s) will conduct Lead-Based Paint Inspections, Lead Inspections/Risk Assessments, Lead Re-Evaluations, Lead-Based Paint Clearance Examinations, Asbestos Inspections, and Asbestos Clearance Examinations with associated Air Sampling/Clearance Exams at assigned CHA properties. The services are as outlined below and are collectively referred to as Lead Services or Asbestos Services throughout this IFB.

Selected firms shall perform Asbestos and Lead Services as outlined below for 35-scattered site buildings which are occupied and unoccupied, with varying combinations of units and Lead and/or Asbestos needs. See Fee Form for specific combinations. All activities must be coordinated, in advance, with appropriate CHA and non-CHA parties. Proper signage must be utilized throughout the duration of the project.

The selected firm shall be prepared to commence services on the 35 scattered sites buildings within 30 calendar days of being awarded a contract. The CHA desires services to be completed within an 12-week period from the date of commencement.

The CHA may elect to request additional services at its sole discretion, on an as needed basis.

Description of Services:

Asbestos Containing Material:

The selected firm(s) will conduct asbestos surveys at assigned housing units or buildings to identify the presence of all accessible suspect asbestos containing material (ACM) in accordance with state and federal regulations. A state licensed asbestos building inspector will visually inspect accessible areas during the survey, touching suspect material to determine condition and friability. Friable means that material, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. Inspections may include interior units, exteriors (including roofs), common areas, accessible basements, and crawl spaces. CHA will provide keyed access, but ladders and other safety equipment shall be provided by the inspector.

The selected Bidder will be required to:

- Collect samples according to applicable Environmental Protection Agency (EPA) asbestos regulations (Per 40 CFR Part 763).
- Transmit all samples to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory under strict chain of custody.
- Analyze all samples by Polarized Light Microscopy (PLM), as PLM is the EPA and IDPH recognized method for determining bulk asbestos content.
- If floor tiles and associated mastic screen negative for ACM by PLM, floor tile and associated mastic should be analyzed using the Transmission Electron Microscopy (TEM) method. TEM is the recommended analytical method by EPA for non-friable flooring material that tested negative by PLM.

The surveys shall adhere to the methodology in ASTM E 2356-18 for Comprehensive Asbestos Building Surveys, and shall incorporate the scope of either a Baseline Survey, or a Pre-Construction Survey, as dictated Chapter 9 of HUD's Multifamily Accelerated Process (MAP) Guide Environmental Review Requirements for Asbestos. The selected Bidder will provide a summary report including the following:

- Summary of survey activities and survey methodology.
- Location of samples collected.
- Quantity, location, and condition of positive and presumed positive ACM present in the building, using the regulatory threshold of 1% asbestos.
- Photographs of suspected and confirmed ACM, particularly damaged locations.
- Interpretation of results, recommendation for management-in-place and/or abatement of identified ACM, and conclusions of re-occupancy.
- Certificate(s) of survey team member(s).
- Certificate of laboratory credentials.

After abatement work, the selected Bidder will conduct asbestos clearance and air sampling in accordance with all applicable state and federal regulations. A licensed Illinois asbestos air sampling professional will take samples to determine airborne concentrations of asbestos and interpret the results to ensure the area is safe for re-occupancy.

The clearance exam and report shall adhere to Chapter 9 of HUD's MAP Guide Environmental Review Requirements for Asbestos. The selected Bidder will provide a report including the following:

- Summary of clearance activities and containment, including visual inspection of remaining ACM for condition, if not removed, containment, and residual dust or adhesive.
- Methodology and details of air samples collected, including location, date, start and end times, flow rate, and volume of sample, including:
 - Collect air sample abatement work, in accordance with NIOSH method 7400.
 - Transmit all samples to a NVLAP certified laboratory under strict chain of custody.
 - Analyze samples by TEM or PCM, as appropriate.
- Quantity, location, and condition of positive and presumed positive ACM present in the building, using the regulatory threshold of 1% asbestos.
- Interpretation of results and conclusion about safety of re-occupancy.
- Certificate(s) of clearance team member(s).
- Certificate of laboratory credentials.

Lead-Based Paint:

The selected firm will conduct lead-based paint combined inspection and risk assessment (LIRA) for assigned housing units. As defined by HUD, a LIRA is a detailed evaluation of a property to identify and manage potential lead hazards. This includes inspection of deteriorated lead-based paint, surface dust, and leadcontaminated soil. LIRAs may also include a risk profile of occupants, including past lead exposures, and recommendations for either abatement or interim controls.

The LIRA will determine whether lead-based paint is present in the building, including in-unit, exterior, and common area (if applicable) surfaces:

- Common area includes spaces like entrances, rear porches, enclosed rear porches, commonly accessible stairways, commonly accessible basements and wells, and laundry areas, among others.
- Exteriors include but is not limited to exterior windows and window components, doors and door components, awnings, overhangs, stairs leading to roof, painted exterior walls, painted conduit or gutter components, transoms, and entrance components.
- If multi-family rules apply, the LIRA report will include unit selection process

The inspection and report will adhere to Chapters 5 and 7 of HUD's Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, Second Edition, July 2012. LIRAs and associated reports shall include the following:

- Date of inspection, inspector/risk assessor name and contact information, license number, and copy of license.
- Portable XRF instrument type, Performance Characteristic Sheet, and serial number (if the XRF has a radioactive source, outline radiation safety procedures).
- Inspection methodology and sampling identification including floor plans with labeled identifiers per room equivalent and testing combination(s), including clear description of identifier protocol.
- General description of building condition.
- Pictures of positive results and deteriorating paint locations.
- Condition of tested painted surface (intact or deteriorated).
- Raw XRF readings (including readings between 0 and 1.0 mg/cm³) and sufficient calibration checks (include raw calibration readings). Report paint results from XRF in mg/cm³.
- Summary table of positive results pursuant to current regulatory thresholds. Format results into separate tables: in-unit, common areas (if applicable), and exterior.
- Dust sampling and analysis protocol, including personal protective equipment, precautions, dust-wipe type, and analysis method.
- Interpretation of dust-wipe sample results, based on current regulatory thresholds.
- Location of bare soil areas, including indicated use (i.e., child's play spot, gardening, dripline, pet area, sandbox).
- Soil sampling protocol, per Appendix 13 of the HUD Guidelines or EPA's Residential Soil Sampling Protocols.
- Laboratory information, including accreditation number, and chain of custody.
- Occupant questionnaire/interview, according to Chapter 5 of the HUD Guidelines.
- Recommendations for maintenance, monitoring, hazard control, interim controls, or abatement, as applicable.

The selected Bidder will conduct lead-based paint inspections. As defined by HUD, lead inspections are surface-by-surface investigations to determine the presence of lead-based paint and the issuance of a report explaining the results of the investigation. The inspection will determine:

- Whether lead-based paint is present in the building, including in-unit, exterior, and common area (if applicable) surfaces.
- Common areas include, but are not limited to, spaces like entrances, rear porches, enclosed rear porches, commonly accessible stairways, commonly accessible basements and wells, and laundry areas.
- Exteriors include, but are not limited to, exterior windows and window components, doors and door components, awnings, overhangs, stairs leading to roof, painted exterior walls, painted conduit or gutter components, transoms, and entrance components. The inspection and report will adhere to Chapter 7 of HUD's Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, Second Edition, July 2012. Inspections and report shall include the following:
- A licensed Illinois lead inspector will perform all work and draft the report.

The report will include the following:

- Date of inspection, inspector name, license number, and copy of the inspector's license.
- Portable XRF instrument type, Performance Characteristic Sheet, and serial number (if the XRF has a radioactive source, outline radiation safety procedures).
- Inspection methodology and sampling identification including floor plans with labeled identifiers per room equivalent and testing combination(s), including clear description of identifier protocol.
- Pictures of positive results and deteriorating paint locations.
- Condition of tested painted surface (intact or deteriorated).
- Raw XRF readings (including readings between 0 and 1.0 mg/cm3) and sufficient calibration checks (include raw calibration readings).
- Summary table of positive results. Format results into separate tables: in-unit, common areas (if applicable), and exterior.
- Report amounts in mg/cm3 and following the federal standard of 1.0 mg/cm3.

The selected Bidder will conduct lead Re-Evaluations for housing units that have partial data or lead histories associated with the unit or building. As defined by HUD, a re-evaluation is a risk assessment to determine whether maintenance and monitoring are keeping a unit free of lead hazards, and if not, what action should be taken. The re-evaluation supplements past inspection or risk assessments, and identifies newly deteriorated lead-based paint, surface dust, and newly bare soil, and may also include a risk profile of occupants, including past lead exposures, and recommendations for either abatement or interim controls.

The Re-evaluation will determine whether lead-based paint is newly deteriorated in the building, including inunit, exterior, and common area (if applicable) surfaces:

- Common area includes spaces like entrances, rear porches, enclosed rear porches, commonly accessible stairways, commonly accessible basements and wells, and laundry areas, among others.
- Exteriors include, but are not limited to, exterior windows and window components, doors and door components, awnings, overhangs, gangways, stairs leading to roof, painted exterior walls, exterior

porches whether covered or uncovered, painted conduit or gutter components, transoms, and entrance components.

The inspection and report will adhere to Chapters 5 of HUD's Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, Second Edition, July 2012. The re-evaluation and report shall include the following:

- A licensed Illinois Lead Risk Assessor will perform all work and draft the report.
- The report may include the following, depending on previous reports and hazard reduction work performed:
 - Date of inspection, Risk Assessor name and contact, license number, and copy of license.
 - Portable XRF instrument type, Performance Characteristic Sheet, and serial number (if the XRF) has a radioactive source, outline radiation safety procedures).
 - Inspection methodology and sampling identification including floor plans with labeled identifiers per room equivalent and testing combination(s), including clear description of identifier protocol.
 - General description of building condition.
 - Pictures of positive results and deteriorating paint locations.
 - Condition of tested painted surface (intact or deteriorated).
 - o Raw XRF readings (including readings between 0 and 1.0 mg/cm2) and sufficient calibration checks (include raw calibration readings). Report paint results from XRF in mg/cm2.
 - Summary table of positive results pursuant to current regulatory thresholds. Format results into separate tables: in-unit, common areas (if applicable), and exterior.
 - o Dust sampling and analysis protocol, including personal protective equipment, precautions, dust-wipe type, and analysis method.
 - Interpretation of dust-wipe sample results, based on current regulatory thresholds
 - Location of bare soil areas, including apparent/indicated use (i.e., child's play spot, gardening, dripline, pet area, sandbox).
 - Soil sampling protocol, per Appendix 13 of the HUD Guidelines or EPA's Residential Soil Sampling Protocols.
 - Laboratory information, including accreditation number, and chain of custody.
 - Occupant questionnaire/interview, according to Chapter 5 of the HUD Guidelines.
 - o Recommendations for maintenance, monitoring, hazard control, interim controls, or abatement, as applicable.
 - o Copies of field worksheets, as available.

CHA shall provide all previous inspections or risk assessments, abatement or lead hazard reduction activity, clearance, or any other documentation to appropriately scope the re-evaluation.

The selected Bidder will conduct lead clearance testing for assigned housing units after abatement work is performed. As defined by HUD, clearance means a combined visual assessment and dust-wipe laboratory analysis to determine that no lead hazards remain in an area after lead-hazard control, abatement, or paintdisturbing work is done. Lead clearance will determine whether residents may safely return to the unit. The inspection and report will adhere to Chapter 15 of HUD's Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, Second Edition, July 2012. Clearances and corresponding reports shall include the following:

- A visual inspection of the unit to identify deteriorated paint, visible dust, paint-related debris, and containment concerns.
- Dust-wipe samples taken at appropriate intervals throughout the unit, with a focus on the scope of work performed (exterior, interior, and common areas).
- All clearance evaluation and reporting conducted by a licensed Illinois lead inspector/risk assessor.
- Preliminary results provided within twenty-four hours during the week or the following Monday if performed on a Friday, with the final report being provided within two (2) weeks.

A clearance report including the following:

- Date of inspection, inspector name, license number, and copy of the inspector's license
- Laboratory information, including accreditation number
- Sampling and analysis protocol, including personal protective equipment, precautions, dust-wipe type, and analysis method
- Interpretation of dust-wipe sample results, based on current regulatory limits
- Full reporting of laboratory results
- Photos of containment, if applicable

The selected Bidder will begin clearance services no sooner than one hour after abatement cleaning ends but before containment has been removed, if applicable.

The selected Bidder shall provide the CHA contact with the anticipated schedule for conducting the work. For all Services, the selected Bidder shall coordinate with the CHA contact before the proposed date of inspection to arrange access to units.

Fee Structure

Pricing for all materials and labor shall be in effect, as agreed upon, throughout the duration of the agreement.

Firms shall provide a lump sum fee to perform lead and asbestos services on 35 scattered site homes as prescribed in the scope

Firms shall also provide a fixed rate fee to perform additional services as requested by the CHA at its sole discretion

CHA intends to enter into an agreement for a 1-year base with a 1-year option term with a not to exceed amount. The not to exceed amount will be inclusive of the fixed rate to provide lead and asbestos services on the 35 scattered site homes. Contractors must agree to submit invoices via email or by electronic means through CHA's system of record.

Contractor must also agree to receive payments via electronic funds transfer.

INSTRUCTIONS AND SUBMITTAL REQUIREMENTS FOR BIDDERS

The Bid Submittal must include the following documents:

- Fee Proposal Form
- Insurance Certificate(s)
- Contractor's Affidavit
- Contract Compliance Certification
- Utilization Plan
- Letter of Intent for MBE/WBE/DBE and/or HUD Section 3 Subcontractors
- Representations Certifications and Other Statements of Bidders, HUD 5369-A Form
- General Conditions for Non-Construction Contracts, HUD 5370-C Form
- Certification of Payments to Influence Federal Transactions, HUD-50071 Form
- Economic Disclosure Statement

DOCUMENT FORMAT: These pages and other documents must be in the following form:

- i. Enter Bidder's name in the space provided on Page 1 of this IFB; and
- ii. Submit ONE (1) ORIGINAL 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 in the original copy shall bear an original (not photocopied) signature; and
- iii. Submit ONE (1) ORIGINAL of all required MBE/WBE/DBE and HUD 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.

BUSINESS LICENSE and PERMIT:

The successful Bidder(s) shall obtain and pay for all required permits (if applicable), certificates, and licenses for the performance of the services specified herein. Bidders shall post all notices required by law, and shall comply with all applicable laws, ordinances, and regulations which may affect their performance.

BID SECURITY: [X] Not Required

Each Bid must be accompanied by a Bid Bond in the amount of N/A of the total amount of the Bid submitted or a certified check in the same amount, payable to the "Chicago Housing Authority", (the "CHA"). If the Bid and Bid Security have not been received by the CHA prior to the time of the Bid opening, the Bid will not be considered. Checks from unsuccessful Bidders will be returned as soon as practicable after the opening of Bids.

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FINANCIAL STATEMENTS

- 1. The Bidder/Financially Responsible Party shall demonstrate its financial capacity by submitting the most recent two (2) years of audited, reviewed or compiled financial statements prepared by a third party licensed Certified Public Accountant (CPA). The Financial Statements may be subject to different levels depending upon the Bidder's proposal and the projected contract value of the award. Listed below are the minimum acceptable required documents based upon the amount of the Bid:
 - Accountant's Report
 - Balance Sheet (prior two (2) years)
 - Income Statement (prior two (2) years)
 - Cash Flow Statement (prior two (2) years)
 - Financial Statement Footnotes (if applicable)
- 2. For bids or contract awards valued at the amounts below, the Bidder must provide the following:
 - Valued less than \$500,000, its IRS tax transcript.
 - Valued less than \$1,000,000 compiled Financial Statements.
 - Valued at less than \$2,500,000.00 reviewed financial statements.
 - Valued more than \$2,500,000.00, audited financial statements.

3. EVALUATION OF FINANCIAL CONDITION:

- i. CHA will also evaluate Bidders based upon analysis of, including, but not limited to, third-party reporting agencies, regulatory agencies, and bureaus, as it deems necessary to determine the financial adequacy of the Bidder and confirm it is in good financial standing with governmental agencies.
- **ii.** Other considerations in the evaluation of the financial condition of Bidders require:
 - Financial Statements from a legal business entity (i.e., corporation, partnership, or Limited Liability Company ("LLC"); and he business entity name and address listed on the Financial Statement should match the address on file with the Dun & Bradstreet report for CHA to perform its financial review.
 - Reason for delay or non-completion if Bidder is not able to provide Financial Statements for six (6) months after its fiscal year end.
 - 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 for newly created entities (e.g., partnerships or LLCs).
 - CHA reserves the right to request Dun & Bradstreet reports to make an award determination. Bidder must provide the address on file with Dun & Bradstreet if it differs from the address listed on the proposal.
 - CHA reserves the right to request additional information to complete the financial evaluation and review of any Bidders.

iii. CHA will not accept:

- Internally prepared business entity financial reports.
- Personal financial statements or tax returns.

BID PREPARATION AND WITHDRAWAL OF BIDS BEFORE BID OPENING

1. PREPARATION OF BIDS:

- i. Bids must be submitted on the forms furnished by the CHA or on copies of those forms and must be electronically signed. The person signing a bid must initial each erasure or change appearing on any Bid form.
- ii. The Bid forms may require Bidders to submit the Bid prices for one or more items on various bases, including lump sum bidding, deductive alternate prices, or any combination thereof.
- iii. 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.
- iv. Alternate bids will not be considered unless this solicitation authorizes the submission.
- 2. WITHDRAWAL OF BIDS: No bid will be withdrawn for a period of one hundred twenty (120) calendar days after the opening of bids unless approved by the CHA.
- **3. 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 subject to False Statements, Concealment, 18 U.S. Code § 1001.

<u>TAX</u>: This bid shall not include charges for the Illinois Retailers' Occupational Tax ("Sales Tax") on direct sales to CHA or on any material incorporated into or that becomes part of the services, federal excise taxes, or federal transportation taxes. The CHA will provide all contract awardees with a Tax Exemption Certificate.

MINIMUM WAGE REQUIREMENT: Any award under this solicitation shall be subject to the current local (i.e., City of Chicago) Minimum Wage Requirement. The Minimum Wage Requirements shall be specifically incorporated as a contractual requirement in any award and agreement that results from this solicitation for any of the Selected Bidder's covered employees. The Bidder must take the Minimum Wage Requirement into consideration in determining its fees for services to be performed or provided by Bidder under its fee proposal and other submissions.

<u>DISCLOSURE CERTIFICATION</u>: The Bidder shall be required to certify the following, which must be signed and notarized:

- 1. The Bidder certifies to the best of its knowledge its principals and any subcontractors used in the performance of services, meet the CHA requirements and have not: (i) violated any City of Chicago or a governmental unit, as defined in 30 ILCS 525/1 ("Sister Agency") policies; codes; state, federal, or local laws; rules or regulations; and (ii) been subject to any debarment, suspension, or other disciplinary action by any government agency. If at any time the Bidder becomes aware of any foregoing information, it must immediately disclose it to the CHA.
- 2. The recommended Bidder will be required to provide, at the appropriate time during the solicitation process, its other business relationships, including but not limited to, board affiliations, positions, or board memberships with any other non-profit, government or other Chicago businesses.

ECONOMIC DISCLOSURE STATEMENT: Bidders must complete the attached economic disclosure statement and affidavit in the Appendices. The economic disclosure forms must be completed by the Prime Bidder and all subcontractors in their entirety and notarized. Privately held companies and not-for-profit organizations must disclose its board of directors and corporate officers. All companies must disclose the percentage of ownership. Failure to provide complete ownership information may cause your Response to be deemed non-responsive.

FIXED FIRM RATE CONTRACT. PERFORMANCE AND TERM

- 1. FIRM FIXED RATE CONTRACT: The contract shall be a firm fixed rate contract.
- **2. TERM OF CONTRACT:** The term of the contract to be awarded for the performance of services shall be for a one (1) year base with a 1-year option term. The award may be subject to Housing and Urban Development ("HUD") approval or CHA Board of Commissioners' approval.

PRE-AWARD MEETING: The CHA reserves the right to conduct a Pre-Award Meeting with the Bidders to determine if a Bidder is a responsible party pursuant to Federal Law. This meeting may include a review of: (i) visit to the Bidder's facilities and a visit to the facilities; (ii) past performance on other CHA and State and Local government agencies' contracts; (iii) capacity to perform under the terms and conditions of the contract; (iv) onhand equipment; (v) current employee depth and capabilities; (vi) financial records (vii) resources/capabilities; and (viii) any other area or aspect of the Bidder's integrity, operations and/or capabilities that will assist the CHA in making a determination of a Bidder's responsibility.

AWARD: CONTRACT AWARD-SEALED BIDDING:

- 1. The CHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible Bidder whose bid: (1) is responsive and conforms to the solicitation; (2) will be most advantageous to the CHA; (3) is the lowest unit price per category; and (4) the price-related factors specified in the solicitation for the base period of three (3) years.
- 2. The CHA may waive minor irregularities in bids received.
- **3.** 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.
- **4.** The CHA may reject a bid as non-responsive if: (1) the bid prices are materially unbalanced between line or sub-line items (2) it is materially unbalanced when it is based on prices significantly less than cost for some items and prices which are significantly overstated with respect to the cost for other items; (3) 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 (4) the bid is so unbalanced as to be tantamount to allowing an advance payment.
- 5. The CHA reserves the right to reject any and all bids or to reissue or withdraw this Invitation for Bid if 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.
- **6.** No awards will be made to a Bidder or firm that is on the list of Bidders' ineligible to receive awards from the CHA or the United States, as furnished by HUD.

SINGLE OR MULTIPLE AWARDS:

The CHA may elect to award a single contract or multiple contracts for the same services or services to two (2) or more Bidders under this solicitation.

COOPERATIVE PURCHASING:

From time to time, the CHA, and another Sister Agency, and CHA's Property Management Companies ("Property Manager") may enter into cooperative purchasing agreements for the procurement or use of common goods and services in which one Sister Agency or Property Manager conducts a competitive procurement and another Sister Agency(ies) or Property Manager(s) enter into separate contracts with the Selected Bidder. The Sister Agency(ies) or Property Manager(s) issue purchase orders/delivery orders, process invoices and make payments under separate contracts with the Selected Bidder, as authorized by the Sister Agency or Property Manager. Sister Agencies or Property Managers intending to utilize a competitively solicited CHA contract must notify the CHA's Contracting Officer of the intended participation and identify the contract. The credit or liability of each Sister Agency or Property Manager shall remain separate and distinct. The following Sister Agencies which may be considered by the CHA are: City of Chicago; Chicago Park District; Chicago Public Schools; Chicago Board of Education; City Colleges of Chicago; Chicago Transit Authority; Chicago Board of Elections; The Metropolitan Pier and Exposition Authority; Municipal Courts of Chicago; and Public Building Commission.

PERFORMANCE AND PAYMENT BOND: [X] Not Required

Upon award of the contract, the Bidder must provide and pay for an acceptable Performance Bond in the amount of <u>0%</u> of the contract price or **separate acceptable Performance and Payment Bonds each in the amount of <u>50</u>% or more of the contract price. The surety must be a guaranty or surety company which appears on the Treasury Department Circular No. 570, published annually in the Federal Register. Assistance in securing the Performance and Payment Bond is available through the Small Business Administration, which encourages Minority Business Enterprises**. The CHA shall not be responsible for the cost of the Performance and Payment Bond.

<u>W-9 SUBMITTAL</u>: Upon award of the contract by the CHA, Bidder shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the CHA.

AVAILABILITY OF FUNDS: The CHA's obligation under the 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 CHA's Contracting Officer for the contract and the Bidder receives notice of such availability, which must be confirmed in writing by the CHA's Contracting Officer.

CONTRACT DOCUMENTS: The Contract between parties (the "Contract"), will include the following, which collectively are "Contract Documents": (i) terms and conditions contained within each task order; (ii) all written modifications, amendments and change orders to the contract; (iii) all Specification Bid Form pages BF/1 - BF/13 and Attachment A, when accepted by the CHA: "Special Conditions"; (iv) General Conditions for Construction, HUD 5370 Form or General Contract Conditions for Non-Construction, HUD 5370-C Form (as applicable); (v) the "Work Schedule" as defined in paragraph 6 of HUD General Conditions for Construction and as amended from time to time pursuant to paragraph 6 (if applicable); (vi) the "Instructions to Bidders (form HUD-5369)" or "Instructions to Offerors Non-Construction (form HUD-5369-B)" (as applicable); (vii) applicable wage rate determinations from either the U.S. Department of Labor or HUD; (viii) the Bid Bond, the Performance and Payment Bond or Bonds or other assurances of completion (if applicable); (ix) "Technical Specifications"; (x) drawings, if any; (xi) Bidder's Affidavit or any other affidavits, certifications or representations Bidder is required to execute under the Contract with the CHA; and (xii) MBE/WBE/DBE and Instructions to Bidders regarding Affirmative Action under Executive Orders 11246 and 11914. In the event any provision in one of the sections of the Contract conflict with any provision of any other section, the provision in the section first enumerated herein shall govern except as otherwise specifically stated. The Contract Documents contain the entire Contract between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by CHA or Bidder are a part of the contract unless expressly stated therein.

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

Accordingly, the Bidder expressly agrees that it, and its subcontractors, shall provide required the compliance data to the CHA via its electronic system available at https://cha.diversitycompliance.com/. The Bidder acknowledges that it and its subcontractors are responsible for responding by any noted response dates or due dates to any instructions or requests for information and check the electronic system on a regular basis to manage contact information and Contract records. The Bidder 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 Bidder shall flow down this provision to subcontractors at every tier.

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

Prior to the commencement of this Agreement, the Vendor shall procure and maintain at all times during the term of this Agreement insurance against claims for bodily injury or property damage which may arise from or in connection with services performed under this Agreement and from the negligent acts, omissions and errors of the Vendor, its officers, agents, representatives, or employees. The insurance carriers used must be authorized to conduct business in the State of Illinois and shall have an A.M. Best rating of not less than A: VII.

Minimum Coverage and Limit Requirements

- 1. **Commercial General Liability**: General Liability Insurance on an occurrence basis with limits not less than \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 covering bodily injury and property damage. This coverage shall also include, but not be limited to, contractual liability, products and completed operations, personal and advertising injury.
- 2. **Auto Liability**: Required when any vehicles (owned, hired and/or non-owned) are used in connection with the Services to be performed, coverage limits of not less than \$1,000,000 each accident combined single limit for Bodily Injury and Property Damage.
- 3. **Workers' Compensation and Employer's Liability:** Coverage must be in accordance with the laws of the State of Illinois and include a waiver of subrogation in favor of Chicago Housing Authority.
 - Coverage A Statutory Limits
 - Coverage B Employers Liability \$500,000 bodily injury or disease each accident; each employee
- 4. **Professional Liability:** Coverage is required when services are performed by licensed professionals and/or Scope involves performing any design, engineering, surveying, testing, or other professional services. Professional Liability insurance appropriate to the Contractor's profession shall provide coverage for the acts, errors, or omissions with a limit of not less than \$1,000,000 per claim or occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years following termination of Agreement.
- 5. Contractor's Pollution Liability: Coverage required when work involves environmental or remedial hazardous material operations such as radon, asbestos, mold, or other hazardous materials, etc. Contractor and/or Subcontractor must carry a Contractor's Pollution Liability policy with limits not less than \$5,000,000 for bodily injury, personal injury, and property damage, including clean-up costs, transportation of hazardous materials to a permanent disposal facility, whether activities are performed by Contractor or by anyone directly or indirectly employed or otherwise contracted by Contractor. Policy shall be written on an occurrence basis and shall include CHA as an additional insured on a primary and non-contributory basis.
- 6. **Excess Liability:** Shall follow the form of all primary coverage requirements as outlined above in the amount of not less than Five Million Dollars (\$5,000,000) in excess of all other coverages required. In no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy

Related Insurance Requirements

The Certificate of Insurance evidencing the minimum coverages required herein shall be in force on the Effective Date of the Contract and continuously throughout the duration. The required documentation must be received prior to the commencement of work under this Agreement.

It is understood and agreed to by the parties hereto that Chicago Housing Authority and others listed below shall be included as Additional Insureds on Vendor's liability policies, with the exception of Professional Liability and Employer's Liability and such insurance is primary to and will not seek contribution from any insurance,

deductibles, self-insured retentions and/or self-insured programs available to Chicago Housing Authority.

Certificate Holder: Chicago Housing Authority

60 E Van Buren Chicago, IL 60605

Additional Insureds: Collectively referred to as the "Additional Insureds" shall include Chicago Housing

Authority, Chicago Housing Administration, LLC; and/or other Partnership, Limited Liability Company as established by CHA; its respective commissioners, board members, officers, directors, agents, property management firms, agents, employees, invitees, and visitors.

Primary Coverage: For any claims related to this Agreement, the Vendor's insurance coverage shall be the

primary policy. The Vendor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and shall not

contribute with insurance provided by the Vendor.

Prior to the issuing of the Notice to Proceed by the CHA, the Vendor shall submit a Certificate of Insurance via PINS Advantage Certificate Tracking System, evidencing compliance with the insurance requirements set forth above. You will receive an email with instructions for the submission of your insurance. Copies of the endorsement(s) adding the CHA to Vendor's policy as an additional insured are required upon request. Updated Certificates of Insurance are required for policies which renew during the term of this Agreement or extensions thereof. Under no circumstances shall the Vendor allow any required coverage to lapse, cancel or non-renew throughout the duration of the 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 Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Authority from liabilities that might arise out of the performance of the work under this Agreement by the Vendor or its Subcontractors. The Vendor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Vendor is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain sufficient insurance.

The Vendor shall require all subcontractors to carry the insurance required 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 <u>will not</u> contribute with insurance provided by the Vendor and/or any of its subcontractors.

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE BIDDER COMMENCING SERVICES 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 Contract and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. The Bidder shall maintain coverage for the duration of the

Contract. Any extended reporting period premium (tail coverage) shall be paid by the Bidder. The Bidder shall provide to the CHA, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Bidder 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 Bidder shall require all subcontractors to carry the insurance required herein or the Bidder 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 Bidder expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and <u>will not</u> contribute with insurance provided by the Bidder under the Contract.

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ACKNOWLEDGMENT OF BID DOCUMENTS AND INSTRUCTIONS

The Bidder acknowledges, by signing page BF/18, that it has read, understands, filled out where applicable, and accepts the terms of all documents listed below which are included in this solicitation. The Bidder shall execute and submit with its bid, and notarize documents, as indicated below.

Execute and Submit with Bid	Notarize	Document	
√		Fee Proposal Form (Attachment A)	
√		Proof of Insurance Requirements	
√		Representations, Certifications and Other Statements of Bidders (HUD-5369-A Form) *	
√		General Conditions for Non-Construction Contracts (HUD-5370 Form) *	
√		Certification of Payments to Influence Federal Transactions (HUD-50071 Form) *	
√	√	Contractor's Affidavit*	
√	√	Economic Disclosure Statement and Affidavit*	
√		Statement of Bidder's Qualifications*	
√		Bidder's Financial/Income Tax Statement	
√	√	Bid Execution and Acceptance	
		Contract Requirements	
√		Utilization Plan (Attachment C)	
√	√	Letter of Intent-MBE/WBE/DBE and HUD Section 3 Subcontractors*	
	$\sqrt{}$	Contract Compliance Certification*	

^{*} These documents are available on the CHA's website, www.thecha.org

	(Bidder's Organization Na	me)
_	(Signature)	-
	(Print Name & Date)	(Title)

CHICAGO HOUSING AUTHORITY

BID EXECUTION AND ACCEPTANCE

If this bid is submitted by a joint venture, each business must provide the information requested below AND a copy of the Joint Venture Agreement <u>must</u> be included with the bid. Failure to provide the Joint Venture Agreement will result in the Entire Bid Package being deemed non-responsive. Two (2) copies of this Invitation for Bid must be submitted and must bear original signature(s).

By signing this Bid Execution and Acceptance document and submitting this bid, the Bidder acknowledges and agrees to the following: (1) it has reviewed the Contract Documents and understands and agrees to the terms and conditions contained therein; (2) 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) the Bidder shall be bound by the terms and conditions of the Contract; and (4) the Bidder shall perform the services: (i) for the total compensation; (ii) in the term specified below; (iii) based upon the Bidder's bid contained herein as executed below by the CHA's Contracting Officer; (iv) provided that the bid is accepted by the CHA; and (v) provided the Contract Documents are executed by the CHA's Contracting Officer.

Under penalties of perjury as provided by of the Code of Civil Procedure, the unders statements set forth in this bid are true and	(Affix Corp. Seal) If a Corporate Seal is not affixed, this document must be notarized. If neal he considered North	
(Bidder's Organization Name)		shall be considered Non- Responsive and rejected.
Ву:	DATE:	Subscribed and sworn to before me
(Signature)		this day of, 20
(Printed or Typed Name)		My Commission Expires:
Title:		
(If a Corporation, President, Vice Prepartner or another Officer should must be submitted.)	resident; or if a Partnership, Sign. Evidence of authority	
Address:		(Notary Public)
City, State, Zip Code:	Taxpayer ID	No:
Telephone No: ()	Fax No: ()
Email:		
(Didder Code)		(Contract No.)
(Bidder Code)		(Contract No.)
The Chicago Housing Authority hereby ac Lump Sum Base Bid amount of	cepts the Bidder's offer, bid and propo	sal as set forth in the Specifications for Bid pages in the
(\$), sub	ject to the terms, conditions and requir	rements contained in the Contract Documents.
amount without a prior written amendment	to the Contract authorizing said additi	services which would result in billings beyond the above onal services. The Bidder recognizes an affirmative duty mpleted within this firm-fixed contract price.
The Term of this Contract is		
A "Notice to Proceed" will be issued as a	separate document upon submission c	f all required documents.
CHICAGO HOUSING AUTHORITY		
Ву:	Title:	Deputy Chief Procurement
Sheila Johnson		Chicago Housing Authority 60 East Van Buren St, 8 th Floor
Date Signed:		Chicago, IL 60605