



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. 3289 (2025) Generator Inspections and Maintenance

RELEASE DATE: Wednesday, June 25, 2025

BID OPEN DATE AND TIME: Tuesday, July, 15, 2025, at 11AM (CST)

BID SUMMARY

Bidder’s Name: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Fax Number: _____

Bid in whole dollars only

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

Proposals must be received electronically no later than the date and time listed in the solicitation.

(Signature)

(Contractor’s Name)

(Print Name)

(Title)

(Date)

Angela Hurlock
Interim Chief Executive Officer

Sheila Johnson
Deputy Chief Procurement

www.thecha.org

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KEY INFORMATION

BIDDER'S GENERAL INFORMATION

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

Robert Thompson Procurement Specialist
Chicago Housing Authority
60 East Van Buren Street, 8th Floor
Chicago, Illinois 60609
Phone (312) 913-7322
Email: rtompson@thecha.org

2. **PRE-BID MEETING:** An in-person pre-bid conference is scheduled for **Monday, June 30, 2025 at 12 PM (CST)** to discuss the scope of work and the CHA Contract Requirements. The meeting address is 60 E. Van Buren Conference Rooms 736-A. To participate onsite, **you must RSVP by Friday, June 27, 2025, by 11:00 AM** by emailing **Robert Thompson**. Please submit your Company Name, Name, and email address as confirmation of your firm's attendance.

3. **SITE VISITS: Monday, June 30, 2025.** The site visit will begin at **9 AM** at the following locations:

North Group: Caroline Hedger Apartments 6400 N Sheridan Rd, Chicago IL. 60626

South Group: Elizabeth Davis Apartments 440 N Drake Ave., Chicago IL. 60624

Please refer to Exhibit B for a complete list of all properties scheduled for visits. CHA strongly encourages all interested firms to participate in the project site visits.

4. **QUESTIONS:** Must be submitted in writing to the supplier portal <https://supplier.thecha.org> by/no later than **11:00 AM (CST) on Wednesday, July 2, 2025**, Questions received with regards to this solicitation after the deadline shown above will likely be unanswered. The Authority reserves the right, at its sole discretion, to respond to questions received after the deadline.

5. **BID DUE DATE AND TIME: Tuesday, July 15, 2025, at 11:00 AM (CST).** No bids will be accepted after the date and time indicated above, at which time all bids received will be publicly opened and read aloud. Failure to submit bid documents in the required quantity and properly executed shall result in the bid being deemed non-responsive and rejected by the CHA for further consideration.

BID OPENING: Tuesday, July 15, 2025, at 11:00 AM (CST). Bidders may access the bid opening via this link: [Event 3289 Bid Opening](#)

6. **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.

7. **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. Bidders 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.

Scope of Service

A. Introduction

The Chicago Housing Authority (CHA) seeks proposals from qualified firms to perform inspection, testing, routine maintenance, and minor repairs for **69 emergency backup generators** located at CHA properties with elevators. Two regions within the CHA public housing portfolio also have central plants. The objective is to ensure the continuous operational readiness and regulatory compliance of these critical systems in accordance with manufacturer specifications and applicable codes. There are three components to this scope of service: **annual routine maintenance and testing, inspection and minor repairs, and emergency repairs (call-out).**

B. General Scope of Services

1. Annual Routine Maintenance and Testing:

Contractor shall perform the following services in accordance with the Chicago Building Code and industry standards:

- **Annual Load Test:**
Conduct a minimum one-hour full-load test per generator, witnessed by the City of Chicago Electrical Bureau Inspector (per Section 18-27-701.35 of the Chicago Building Code).
- **Preventive Maintenance:**
Perform inspection, testing, lubrication, and general upkeep per manufacturer guidelines.
- **Minor Repairs:**
Address deficiencies identified during inspection to maintain system performance and reliability.

2. Inspection & Minor Repairs:

Minor Repairs: In order to maintain continuous operability, providers will be expected to perform minor repairs to correct deficiencies that are identified during the inspection. Contractor shall perform and document repairs as necessary, including but not limited to:

- **Battery Replacement** - Ensure that the generator's battery is functioning properly, replacing any batteries that are weak or dead.
- **Fuel System Checks** - Inspect and clean fuel filters, replace fuel lines if they are cracked or leaking, and top off fuel to avoid running dry during an emergency.
- **Coolant Level Check** - Ensure that the coolant levels are within the proper range and top off, if necessary, to prevent overheating.
- **Air Filter Replacement** - Check and replace the air filters if they are dirty or clogged, as they can restrict airflow and reduce engine efficiency.
- **Exhaust System Inspection** - Inspect exhaust pipes and mufflers for any leaks or corrosion and replace any damaged components.
- **Oil Change** - Regularly change the engine oil to ensure proper lubrication, especially if the generator has been running for an extended period.
- **Spark Plug Inspection** - Check the spark plugs for wear and replace them if necessary, to maintain a smooth engine start-up.
- **Wiring and Connections Check** - Inspect wiring and electrical connections for any signs of wear, fraying, or corrosion, and repair or replace as needed.

- **Load Bank Test Adjustment** - Perform minor adjustments to ensure the generator can handle load during a test or in real-time operation.
- **Vibration Dampers Inspection** - Ensure that any vibration dampers are intact and functioning, replacing them if they are worn or damaged.
- **Starter Motor and Alternator Inspection** - Ensure the starter motor and alternator are functioning properly, as these are crucial for starting and generating power.
- **Panel Switch or Circuit Breaker Checks** - Ensure the main panel and breakers are in good condition and replace any faulty switches.
- **Inspect for Leaks** - Look for any fluid or oil leaks from the engine or fuel system and repair or replace seals as necessary.
- **Rubber Hoses and Belts** - Check for wear or cracking of rubber hoses and belts, replacing any that appear worn to avoid failure during operation.
- **Annual Inspection Fee** – City of Chicago witnessing performed by city of Chicago city inspector

If there are additional commonly encountered causes for testing failure, respondents shall list those items so they may be included in the final agreement.

3. Emergency Repair (call-out) & Replacement of Faulty Components:

- **Engine Repairs:** Address issues such as misfiring, abnormal noise, overheating, or low oil pressure. This may include replacing parts like spark plugs, fuel injectors, or filters.
- **Fuel System:** Inspect and repair the fuel pump, fuel lines, and fuel filters. Ensure proper fuel delivery to the engine.
- **Alternator/Generator Unit:** Repair or replace the alternator or generator unit if there are issues with voltage regulation, output, or mechanical malfunction.
- **Electrical System:** Repair or replace any damaged wiring, connections, or breakers within the generator's electrical system. Inspect control panels and ensure the proper functioning of switches, relays, and fuses.
- **Exhaust System:** Repair or replace components of the exhaust system (e.g., mufflers, pipes) that may be clogged or damaged, causing safety concerns or inefficient operation.
- **Cooling System:** Inspect and repair the cooling system (radiators, fans, coolant levels) to ensure the generator does not overheat during operation.
- **Disposal of Parts and Materials:** The Contractor shall be responsible for the proper disposal of all parts, components, and materials removed or replaced in the performance of this contract.

Faulty components, whether from generators or other devices, must be disposed of correctly to ensure safety, protect the environment, and adhere to regulations.

If there are additional commonly encountered emergency repairs, respondents shall list those items along with the pricing, in a narrative format, so they may be included in the final agreement.

Response Time

- **Response Time:** The contractor shall be available for emergency call-outs and guarantee a response within a 24-hour period or sooner.
- **24/7 Availability:** Provide emergency repair services on a 24/7 basis, ensuring minimal downtime of the standby power system. Provide repairs related to deferred maintenance and other issues identified during inspections.

- **Workforce:**
All work must be performed by licensed, bonded, and skilled technicians directly employed and supervised by the contractor.
- **Authorization and Billing:**
Emergency repairs must be pre-authorized in writing by CHA and billed on a time-and-material basis, including subcontractor fees (not to exceed 11% for overhead and profit).
- **Escalation Protocols:**
If emergency work cannot be completed within the defined response time noted above, the contractor must immediately contact CHA to implement escalation procedures in line with the capital program.

Compliance Requirements:

Contractor must ensure full compliance with the following:

- **Applicable Standards:**
Work must conform to the Chicago Building Code, HUD's Uniform Physical Condition Standards (UPCS), and relevant ASHRAE, ASME, and NFPA guidelines.
- **City and State Regulations:**
All work must comply with applicable local laws and be reported to CHA project management. All work performed must meet the requirements set forth the City of Chicago, and other relevant regulatory bodies, ensuring full compliance during City inspections and adherence to safety standards.
- **Licensing:**
Services must be performed by skilled, bonded, and licensed technicians.
- **Contractor Responsibility:**
The contractor is liable for any fines resulting from non-compliant work.

Specific Services:

The following services are required: All work shall be performed by Illinois State licensed and certified Engine Mechanics, Illinois licensed Electricians, and Illinois State licensed and certified Transfer Switch Technicians.

- **Annual Load Test and Maintenance:**
 - The generator must be tested annually for at least one hour under full load. The test will be witnessed by an inspector from the City of Chicago Electrical Bureau, and the necessary inspection fee must be paid by the contractor (see fee form).
- **Annual Routine Maintenance:** The following inspections and actions must be performed during the annual maintenance:
 - Inspection of security devices, radiator caps, seals, water connections, pulleys, belts, oil heaters, and exhaust systems.
 - Check primary fuel and oil filters, battery connections, governor linkages, and other mechanical systems.
 - Lubrication of generator bearings, fan drives, and other moving parts as per manufacturer's guidelines.
 - Inspection of control panels, air filters, rotor and stator, and coupling systems.
 - Report any deficiencies and recommendations for repairs.
- **Preventive Maintenance Checks and Adjustments:**
 - Record the generator's operational data (e.g., hour meter reading, fuel levels, battery readings).

- Perform fluid checks (oil, coolant) and adjustments as necessary (e.g., torque hose clamps, check belt tension).
- Conduct fuel system checks, battery tests, and cleaning of components.
- Perform an operational test of all safety features, transfer switches, and automatic systems.
- After completing the checks and adjustments, submit a detailed inspection report within **10 days** with recommendations for any further work required.
- **Semi-Annual Preventive Maintenance:**
 - Change engine lubricating oil, filters, and clean the air filter element.
 - Test the fuel sample for microbial growth and perform treatments for diesel fuel stabilization, if necessary.
 - Submit a report with findings and any corrective actions or recommendations within in **10 days**.

Additional Requirements

- **Material and Labor Costs:**
 - The contractor is responsible for providing all required materials and supplies for maintenance and repairs at time-and-material cost, plus allowable subcontractor management fees (overhead and profit, not exceeding 11%).
 - If Issues arise Outside the Scope of Work, they must promptly notify the Property Manager in writing, refrain from proceeding without written authorization, and assist in escalating the matter to the Chicago Housing Authority (CHA).
 - All labor rates will adhere to Illinois Prevailing Wage Rates for Cook County.
- **Documentation and Reporting:**
 - Detailed reports must be submitted after each service, including maintenance logs, test results, and any recommendations for repairs or future actions.
 - Reports must be submitted within 10 days after completion of the semi-annual service.
- **Timeline and Service Locations**
 - The work described in this scope of services will be performed at various CHA properties. A detailed list of properties, including their addresses and generator sizes, is provided in Exhibit A (Fee Form) of this IFB. Each property will require both annual and semi-annual maintenance services, as well as potential minor repairs based on the inspections.

INSTRUCTIONS FOR BIDDERS

1. BID SUBMITTAL REQUIREMENTS:

The Bid Submittal must include the following documents:

- Fee Proposal Form
- Certificate of Insurance
- Contractor's Affidavit
- Contract Compliance Certification
- Utilization Plan
- Letter of Intent M/W/DBE and/or Section 3 Subs
- Certifications and Representations of Offerors Non-Construction HUD 5369-A
- General Conditions for Non-Construction Contracts HUD 5370-C
- Economic Disclosure Statement

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 of the "Bid Submittal" form comprising all pages (including the Bidder's completed BF pages). PLEASE NOTE: Each Page 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.
- vi. **A detailed proposal outlining the firm's experience, approach to providing the required services, and qualifications.**
- vii. A cost proposal including labor rates, material costs, and estimated time for each service.
- viii. Proof of compliance with Illinois Prevailing Wage Rates and relevant certifications

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.

A. 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.

B. BID SECURITY:

Each individual bid must be accompanied by a bid bond in the amount of N/A of the total amount of bid submitted or a certified check in the same amount, payable to the "Chicago Housing Authority", hereinafter called the "CHA". If the bid and bid security have not been received by the CHA prior to the time of the bid opening, the bid will not be considered. Checks from unsuccessful bidders will be returned as soon as practicable after the opening of bids.

C. FINANCIAL STATEMENT:

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

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

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

For proposals or contracts awards valued at less than \$500,000, the Respondent must provide the IRS tax transcript.

For proposals or contract awards valued at less than \$1,000,000 the Respondent must provide complied financial statements.

For proposals or contract awards valued at less than \$2,500,000.00, the Respondent must provide reviewed financial statements.

For proposals or contract awards valued in excess of \$2,500,000.00, the Respondent must provide audited financial statements.

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.

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.). The entity name and address listed on the Financial Report should match the address on file with Dun & Bradstreet report in order for CHA to perform financial review.
- If respondent is not able to provide the Financials 6 months after their fiscal year end, respondents should provide the reason for delay or non-completion.
- 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.
- CHA reserves the right to request Dun & Bradstreet reports in order to make an award determination. Vendors 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 respondents.

2. BID PREPARATION AND WITHDRAWAL OF BIDS BEFORE BID OPENING

A. 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; and
- iv. Alternate bids will not be considered unless this solicitation authorizes the submission.

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

C. 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.

D. TAX: This bid shall not include charges for the Illinois Retailers' Occupational Tax (so called "Sales Tax") on direct sales to CHA or on any material incorporated into or becoming part of the work; federal excise taxes; or federal transportation taxes or federal transportation taxes. The CHA will provide all contract awardees with a tax Exemption Certificate.

E. MINIMUM WAGE REQUIREMENT: Any award under this solicitation shall be subject to the current local Minimum Wage Requirement. The Minimum Wage Requirements shall be specifically incorporated as a contractual requirement in any award and agreement resulting from this solicitation for any of the Selected Respondent's covered employees. The Respondent must take the Minimum

Wage Requirement into consideration in determining its fees for services to be performed or provided by Respondent under its fee proposal and other submittals.

- F. DISCLOSURE CERTIFICATION:** The Contractor shall be required to make the following certification, which is included in the Contractor's Affidavit, a required submittal to be executed and notarized.

The Contractor certifies to be best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated and City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have 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.

The recommended firm will be required to provide the following information at the appropriate time during the solicitation process:

Vendors' other business relationships including but not limited to: Board affiliations, positions or board memberships with all other non-profit, government and other Chicago businesses.

- G. ECONOMIC DISCLOSURE STATEMENT:** Proposers must complete the attached economic disclosure statement and affidavit as referenced in the Appendices. The economic disclosure forms must be completed by the Prime contractor and all subcontractors in its entirety and notarized. Privately held firms and not-for-profit organizations must disclose the board of directors/corporate officers. All firms must disclose the percentage of ownership. Failure to provide complete ownership information may cause your response to be deemed Non-Responsive.

TYPE OF CONTRACT AND CONTRACT REQUIREMENTS

1. Type of Contract(s) and Contract Requirements

- a. **TYPE OF CONTRACT:** The CHA contemplates award of a firm fixed rate contract resulting from this solicitation.
- b. **TIME FOR PERFORMANCE:** Services to be rendered under this Contract shall start from the date set forth in the Notice of Award to be issued by the CHA subsequent to contract execution and will be for a base term three (3) years base term and two (2) one (1) year option terms.
- c. **TERM OF CONTRACT:** The term of the contract(s) to be awarded shall be for three (3) years base term and two (2) one (1) year option terms. The award may be subject to HUD approval or CHA Board approval. No award may be made to a contractor or firm that is on the list of contractors' ineligibles to receive awards from CHA or the United States, as furnished by HUD.

2. PRE-AWARD MEETING:

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

3. AWARD: Contract Award-Sealed Bidding

- (a) The CHA will evaluate bids in response to this solicitation without discussions, and will award a contract to the responsible Bidder whose bid, responsive and conforming to the solicitation, will be most advantageous to the CHA, considering the lowest total price per category and the price-related factors specified elsewhere in the solicitation for the base period of three (3) year and two one year option.
- (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 is materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some items and prices which are significantly overstated in relation to cost for other items, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the CHA even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment.
- (e) The CHA reserves the right to reject any and all bids, or to reissue or withdraw this Invitation for Bid in the event that competition is deemed inadequate or that it is otherwise deemed to be in the best interest of the CHA. In such instances, the CHA reserves the right to seek procurement by means of non-competitive negotiation.
- (f) No Awards may be made to a contractor or firm that is on the list of contractors' ineligible to receive awards from the Authority or the United States, as furnished by HUD.

4. SINGLE OR MULTIPLE AWARDS:

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

5. COOPERATIVE PURCHASING:

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

6. PERFORMANCE AND PAYMENT BOND:

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

- 7. W-9 SUBMITTAL:** Upon award of the contract by the CHA, the Contractor shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the CHA.

- 8. 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.

9. CONTRACT DOCUMENTS: The Contract Documents, which forms the Contract between parties (the "Contract"), include the terms and conditions contained within each task order; all written modifications, amendments and change orders to this Contract; all Specification Bid Form pages (pages BF/1 through BF/14 and Attachment A) when accepted by the CHA: "Special Conditions"; "HUD General Conditions for Construction (Form 5370)" or "HUD General Contract Conditions for Non-Construction (Form 5370-C)" (as applicable); the "Work Schedule" as defined in paragraph 6 of HUD General Conditions for Construction and as amended from time to time pursuant to paragraph 6 (if applicable); the "Instructions to Bidders (form HUD-5369)" or "Instructions to Offerors Non-Construction (form HUD-5369-B)" (as applicable); applicable wage rate determinations from either the U.S. Department of Labor or HUD; the Bid Bond, the Performance and Payment Bond or Bonds or other assurances of completion (if applicable); "Technical Specifications"; drawings, if any; Contractor's Affidavit or any other affidavits, certifications or representations Contractor is required to execute under the Contract with the CHA; MBE/WBE/DBE and 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 CHA or Bidder are a part of the contract unless expressly stated therein.

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

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

11. INSURANCE 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

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.

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.

Professional Liability: Coverage is required when services are performed by licensed professionals and/or Scope involves performing any financial, auditing, consulting, 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.

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

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

12. Related 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 will not contribute with insurance provided by the Vendor and/or any of its subcontractors.

ACKNOWLEDGMENT OF BID DOCUMENTS AND INSTRUCTIONS

The Bidder acknowledges, by signing page BF/14, that it has read, understands, has filled out where applicable, and accepts the terms of any documents listed below which are included in this solicitation. The Bidder shall execute and submit with its bid, and/or notarize documents, as indicated below:

Execute and submit with Bid	Notarize	Document
✓		Fee Proposal Form
✓		Certificate of Insurance which meets Insurance Requirements
✓		Certifications and Representations of Offerors Non-Construction Contract (HUD 5369-A) *
✓		General Conditions for Non-Construction Contracts HUD 5370-C*
✓	✓	Contractor's Affidavit*
✓	✓	Economic Disclosure Statement and Affidavit*
✓	✓	Utilization Plan
✓	✓	Letter of Intent-MWDBE and Section 3 Subs*
✓	✓	Contract Compliance Certification*
✓		Statement of Bidder's Qualifications*
✓		Contractor's Financial/Income Tax Statement
✓	✓	Bid Execution And Acceptance Form

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

(Signature)

(Organization Name)

(Print Name)

(Title)

(Date)

CHICAGO HOUSING AUTHORITY

BID EXECUTION AND ACCEPTANCE

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 shall 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.

By signing this Bid Execution and Acceptance page and submitting this bid, the Contractor acknowledges and agrees to the following: (1) that it has reviewed the Contract 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 Contract; and (4) that the Contractor shall perform the Work for the total amount of compensation within the time frame specified below 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 Contract Document is executed by the CHA's Contracting Officer.

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
shall be considered Non-
Responsive and rejected.**

(Business/Contractor's Name)

By: _____ DATE: _____
(Signature)

(Printed or Typed Name)

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

Address: _____

City, State, Zip: _____

Telephone No: () _____

Email: _____

Subscribed and sworn to before me
this ____ day of _____, 20____
My Commission Expires: _____

(Notary Public)

(Vendor Code)

Contract No.)

The Chicago Housing Authority does hereby accept the Contractor's offer, bid and proposal as set forth in these Specifications for Bid pages, in the Lump Sum Base Bid amount of

(\$_____) subject to the terms, conditions and requirements 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 the Contract 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 firm-fixed contract price.

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

CHICAGO HOUSING AUTHORITY

By: _____
Sheila Johnson

Title: **Deputy Chief Procurement**
Chicago Housing Authority
60 East Van Buren St, 8th Floor
Chicago, IL 60605

Date Signed: _____