

# **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. 2476 (2018) HP TONERS AND SUPPLIES

RELEASE DATE: Thursday, June 7, 2018 at 11:00 AM CST BID OPEN DATE AND TIME: Monday, July 9, 2018 at 11:00 AM CST

BID SUMMARY
Bidder's Name: Warehouse, Dreet
Contact Name: Marty Heller
Address: 2001 S. M.Y. Wraspert Fel
City/State/Zip: Us Plaines Il UN118
Phone Number: 847 (3) -7153
Fax Number: 847 956 5815
Bid in whole dollars only
Bidder must bid on all items or the Bid may be deemed non-responsive.
Bidder shall complete all BF Pages and submit ONE (1) Original and ONE (1) Copy. EACH SUBMITTED BF PAGE/1 and the BID EXECUTION AND ACCEPTANCE MUST BEAR AN ORIGINAL SIGNAL RE. Failure to sign shall result in the entire Bid Package being deemed non-responsive.
Illett WWW Wallbourse Dilan
(Signature) (Contractor's Name)
Marty Heller Mary Eller 6/27/18 (Print Name) (Title) (Date)

Eugene Jones Chief Executive Officer Dionna Brookens Chief Procurement Officer

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#### **KEY INFORMATION**

### ARTICLE I - 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:

Jovan Johnson, Procurement Associate Chicago Housing Authority 60 East Van Buren Street, 13<sup>th</sup> Floor Chicago, Illinois 60609 Phone (312) 786-3672 Email: jojohnson@thecha.org

- 2. PRE-BID DATE AND TIME: Wednesday, June 13, 2018 at 11:00 AM CST- 60 E. Van Buren 13th Floor, Bid Bond Room, Chicago, IL 60605
- 3. QUESTIONS: Must be submitted in writing to the supplier portal <a href="https://supplier.thecha.org">https://supplier.thecha.org</a> by/no later than 11:00 AM (CST) on Wednesday, June 20, 2018. Questions received with regards to this solicitation after the deadline shown above will likely be unanswered The Authority reserves the right, at its sole discretion, to respond to questions received after the deadline.
- 4. BID DUE DATE AND TIME: Monday, July 9, 2018 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.

5. 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 that 50 characters.

- 6. MANUAL SUBMISSION: Must be submitted by paper in a sealed envelope or package and delivered by certified mail or hand-delivered. Manual Submissions must be received and time stamped no later than the date and time listed in the solicitation. The outside of the envelope must clearly indicate the Bidder name and address, name of the project, the time and date specified for receipt. When manually submitting a sealed envelope or package, bidder shall:
  - (a) Submit two (2) copies: One (1) original and one (1) photocopy of the bid in its entirety
  - (b) Submit Fee Proposal Forms
  - (c) Submit financial statements (see Financial Statement Information below); and
  - (d) Submit one (1) original of all required M/W/DBE documents; and
  - (e) Submit one (1) original of all other required bid documents (see BF/7 enclosed Acknowledgement of Bid Documents and Instructions); and
  - (f) Acknowledge any Addenda issued

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.

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## ARTICLE II- SCOPE OF SERVICES

The Chicago Housing Authority (CHA) is seeking bids from qualified vendors to provide genuine HP toner cartridges and supplies for the Hewlett Packard printers used in various departments throughout CHA. The awarded contract will be in place for a three (3) year base term with two (2) additional one-year options. Requested items are listed below. Substitutes will **not** be accepted.

ltem No.	Product Description		Estimated Quantities
1	Toner - Laserjet HP452 (Magenta) CF413A	HP	90
2	Toner - Laserjet HP452 (Cyan ) CF411A	HP	90
3	Toner - Laserjet HP452 (Yellow) CF412A	HP	90
4	Toner - Laserjet HP452 (Black) CF410A		81
5	Toner - Laserjet HP1005/HP1006 (Black) CB435A		15
6	Toner - Laserjet 4015 - CC364A	HP	54
7	Toner - Laserjet 3525 (Black) CE250A	HP	30
8	Toner - Laserjet 3525 (Magenta) CE253A	HP	30
9	Toner - Laserjet 3525 (Cyan) CE251A	HP	30
10	Toner - Laserjet 3525 (Yellow) CE252A	HP	30
11	Toner - Laserjet 4250 - Q5942A	HP	54
12	Transfer Kit - HP452 - CE5942A	HP	24
13	Toner - Laserjet C4700 Black - Q5950A	HP	12
14	Toner - Laserjet C4700 Magenta - Q5953A	HP	12
15	Toner - Laserjet C4700 Cyan - Q5951A	HP	12
16	Toner - Laserjet C4700 Yellow - Q5952A	HP	12
17	Toner - Designjet T2300 (Black) C9370A	HP	12
18	Toner - Designjet T2300 (Cyan) C9371A	HP	12
19	Toner - Designjet T2300 (Magenta) C9372A	HP	12
20	Toner - Designjet T2300 (Matte Black) C9403A	HP	12
21	Toner - Designjet T2300 (Yellow) C9373A	HP	24
22	Toner - Designjet T2300 (Grey) C9374A	HP	24
23	Toner - Designjet T120 (Black) CZ129A	HP	15
24	Toner - Designjet T120 (Cyan) CZ130A	HP	15
25	Toner - Designjet T120 (Magenta) CZ131A	HP	15
26	Toner - Designjet T120 (Yellow) CZ132A	HP	15
27	Toner - Laserjet Pro 400 Color M451 dn (Black) CE410A	HP	48
28	Toner - Laserjet Pro 400 Color M451 dn (Magenta) CE413A	HP	48
29	Toner - Laserjet Pro 400 Color M451 dn (Yellow) CE412A	HP	48
30	Toner - Laserjet Pro 400 Color M451 dn (Cyan) CE411A	НР	48
31	Toner - 500 Color M551n Black - CE400YC	HP	12
32	Toner - 500 Color M551n Yellow - CE402YC	НР	12
33	Toner - 500 Color M551n Cyan - CE401YC	HP	12
34	Toner - 500 Color M551n Magenta - CE401YC	HP	12

35	Toner - Laserjet HP600 M602n - CE390A	HP	30
36	Toner - Laserjet P2035n - CE505A/X	HP	42
37	Toner - Laserjet HP9000 - C8543X	HP	15
38	Toner - Laserjet HP401 - CF280A	HP	18
39	Toner - Laserjet C4680 - CC641WN#140 HP		15
40	Toner - Laserjet C4680 (Tri-color) CC643WN#140		9
41	Printheads Designjet T2300 - (Grey/Photo Black) C9380A	НР	18
42	Printheads Designjet T2300 - (Magenta/Cyan) C9383A	HP	18
43	Printheads Designjet T2300 (Yellow/Black) C9384A	HP	18
44	Waste Toner Bottle - C3525 - CE254A	HP	9
45	Toner - Laserjet HP552 - CF361X (Cyan)	HP	24
46	Toner - Laserjet HP552 - CF362X (Yellow)	HP	24
47	Toner - Laserjet HP552 - CF363X (Magenta)	HP	24
48	Toner - Laserjet HP552 - CF360X (Black)	HP	24
49	Toner - Laserjet HP4600 - C9723A (Magenta)	HP	9
50	Toner - Laserjet HP4600 - C9720A (Black)	HP	9
51	Toner - Laserjet HP4600 - C9721A (Cyan)	HP	9
52	Toner - Laserjet HP4600 - C9722A (Yellow)	НР	9
53	Toner - Laserjet HP402 - CF226X (Black)	HP	24

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### ARTICLE III-INSTRUCTIONS FOR BIDDERS

#### 1. BID SUBMITTAL REQUIREMENTS:

The Bid Submittal must include the following documents:

- Fee Proposal Form
- Insurance
- Contractor's Affidavit
- Schedule A M/W/DBE Utilization Plan
- Schedule C Letter of Intent M/W/DBE and/or Section 3
- Certifications and Representations of Offerors Non-Construction HUD 5369-C
- A. These Pages and other documents in the following form (quantities indicated are required for manual submissions):
  - i. Enter his/her firm's name in the space provided on Page 1 of this IFB; and
  - ii. Submit ONE (1) original and ONE (1) copy, of the "Bid Submittal" form comprising all pages (including the Bidder's completed BF pages for Sections VII and VIII). PLEASE NOTE: Each Page within both copies shall bear an original (not photocopied) signature; and
  - iii. Submit ONE (1) ORIGINAL of all required M/W/DBE and Section 3 documents; and
  - iv. Submit ONE (1) ORIGINAL of all other required bid documents; and
  - v. Acknowledge receipt of any Addenda issued.

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

## B. BUSINESS LICENSE and PERMIT: [X] Not Required

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

#### C. BID SECURITY: [X] Not Required

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.

# D. FINANCIAL STATEMENT: Financial Information (If submitted manually, provide in a separate sealed envelope)

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

The Bidder must provide Financial Statements, which are compiled, reviewed and/or audited as defined below (which may be subject 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 bids or contract awards valued at less than \$2,500,000.00, the Bidder must provide compiled financial statements. Compiled financial statements represent the most basic level of financial statements prepared by a licensed certified public accountant. In a compilation, the certified public accountant assists management in presenting financial information in the form of financial statements and does not provide any assurance that there are no material

modifications that should be made to the financial statements. The certified public accountant does not perform inquiry, analytical procedures or other procedures that would be performed in a review, or obtain the understanding of the entity's internal control, assess fraud risk or test accounting records as would be performed in an audit.

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

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

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

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

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

## 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 manually 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. DISCLOSURE CERTIFICATION: The Contractor shall be required to make the following certification, which is included in the Contractors' Affidavit, a required submittal to be executed and notarized. The Contractor certifies to the best of its knowledge and belief that its principles and any subcontractors used in the performance of this contract meet the Agency requirements and have not violated any City or sister agency policy, codes, State, Federal, or local laws, rules or regulations. In addition, the contractor has not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Agency.

## ARTICLE IV. TYPE OF CONTRACT AND CONTRACT REQUIRMENTS

- 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 to Proceed to be issued by the CHA subsequent to contract execution and will be for a base period of three (3) years with 2 (1) one-year option.
  - c. TERM OF CONTRACT: The term of the contract(s) to be awarded shall be for a three (3) year base period with two (2) one year options. 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' ineligible 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 one (1) year.
- (b) The CHA may waive informalities or minor irregularities in bids received.
- (c) The CHA may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
- (d) The CHA may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some items and prices which are significantly overstated in relation to cost for other items, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the CHA even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment.
- (e) The CHA reserves the right to reject any and all bids, or to reissue or withdraw this Invitation for Bid in the event that competition is deemed inadequate or that it is otherwise deemed to be in the best interest of the CHA. In such instances, the CHA reserves the right to seek procurement by means of non-competitive negotiation.
- (f) No Awards may be made to a contractor or firm that is on the list of contractors' ineligible to receive awards from the Authority or the United States, as furnished by HUD.

### 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: [X] Not Required

Upon award of the contract, the Contractor 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 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/12 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 available at <a href="https://cha.diversitycompliance.com/">https://cha.diversitycompliance.com/</a>. The Contractor acknowledges that it and its subcontractors are responsible for responding by any noted response dates or due dates to any instructions or requests for information, and check the electronic system on a regular basis to manage contact information and Contract records. The Contractor also acknowledges that it is responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current. The Contractor shall flow down this provision to subcontractors at every tier.

- 11. **INSURANCE**: The Contractor shall furnish the Chicago Housing Authority (CHA) with satisfactory evidence (subject to approval from the CHA) that it has the following insurance coverage:
  - i. Workers' Compensation. Statutory Limits (Coverage A) and Employer's Liability (Coverage B) in an amount of not less than \$500,000/\$500,000/\$500,000.
  - ii. Commercial General Liability Insurance. In the amount of not less than \$1,000,000 per occurrence with an Aggregate of not less than \$2,000,000. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Vendors agents, subcontractors, invitees and guests and their personal property. The CHA is to be endorsed as an additional insured on the Vendor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.
  - iii. Automobile Liability Insurance. When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Vendor shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence CSL, for Bodily Injury and Property Damage. The CHA is to be endorsed as an additional insured on the Vendor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

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 Contractor shall furnish the CHA, Department of Procurement and Contracts, 60 E. Van Buren, 13<sup>th</sup> Floor., Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of the Contract via an email to the CHA Procurement Specialist, preferably in a Readable PDF format. Copies of the endorsement(s) adding the CHA to Contractor's policy as an additional insured are required upon request. The required documentation must be received prior to the Contractor commencing work under this Agreement. Renewal Certificate of Insurance, or such similar evidence, is to be emailed to riskmanagement@thecha.org prior to expiration or renewal date occurring during the term of this Agreement or extensions thereof. The Contract number and/or Project Name must be indicated on the Certificate of Insurance. At the CHA's option, non-compliance will result in (1) all payments due the Contractor being withheld until the Contractor has complied with the Agreement; or (2) the Contractor will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) the Contractor will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

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

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

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

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

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

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## ARTICLE V. ACKNOWLEDGMENT OF BID DOCUMENTS AND INSTRUCTIONS

The Bidder acknowledges, by signing page BF/12, 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
1		Invitation for Bid
1		Fee Proposal Forms
1		Insurance Requirements
4		Certifications and Representations of Offerors Non-Construction Contract (HUD 5369-C) *
1	1	Contractor's Affidavit*
1	1	Schedule A - MBE/WBE Utilization Plan*
1	1	Schedule B – Section 3 Utilization Plan*
1	1	Schedule C - MBE/WBE - Letter of Intent*
1		Statement of Bidder's Qualifications*
<b>√</b>		Subcontractor Information Submittal*
<b>V</b>		Contractor's Financial/Income Tax Statement
<b>√</b>		Equal Employment Opportunity Compliance Certificate*

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

(Organization Name)

### **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 <u>must</u> be included with your bid. Fallure 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.  (Bodsiness/Contractor Name)  By:  (Signature)  (Printed or Typed Name)  Title:	(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.  Subscribed and sworn to before me this 25day of, 20 8  My Commission Expires:
(If a Corporation, Project, Vice President, Partnership, Partner or other Officer should sign, evidence of authority must be submitted.)  Address:  City, State, Zip:  Telephone No: (817 / 53)  Email:  Tomschlold   Subschlose   Subschlose	Notary Public)  (Notary
	276 ontract No.)
The Chicago Housing Authority does hereby accept the Contractor's offer, bid and proposal as set two hundred eighty-seven thousand and four forms. (\$\frac{287,451.00}{}\$) subject to the terms, conditions and requirements contractor agrees not to perform and waives any and all claims of payment for work which a prior written amendment to the Contract authorizing said additional work. The Contract performance and billings to insure that the scope of work is completed within this firm-fixed contract authorizing.	ained in the "Contract Documents".  would result in billings beyond this amount without tor recognizes an affirmative duty to monitor its
The Term of this Contract is separate document upon submission of all required documents.	The "Notice to Proceed" will be issued as a
Dionna Brookens Chicago 60 East	rocurement Officer b Housing Authority Van Buren St, 13 <sup>th</sup> Floor b, IL 60605