



# INVITATION FOR BID ("IFB")

## TO BE EXECUTED IN DUPLICATE

The Chicago Housing Authority (hereinafter "the CHA" or "the Authority"), on behalf of Chicago Housing Administration LLC, invites Contractors to submit sealed bids for the below described specification.

### IFB EVENT No. 3109 (2021)

(Specification Number)

### **SNOW REMOVAL AND LANDSCAPE MAINTENANCE VAANT LOT & NON- RESIDENTIAL PROPERITES**

Tracey Scott  
Chief Executive Officer  
Chicago Housing Authority  
Department of Procurement and Contracts  
60 East Van Buren Street, 8<sup>th</sup> Floor  
Chicago, Illinois 60605  
[www.thecha.org](http://www.thecha.org)

**RELEASE DATE: Thursday, October 28, 2021**

**BID DUE DATE AND TIME: Thursday, December 9, 2021 at 1:00 PM CST**

General Contractor: <u>Wiley's Lawn Care LLC</u>
Contact Name: <u>Libra Wiley</u>
Address: <u>716 E. 47<sup>th</sup> Street</u>
City/State/Zip: <u>Chicago IL 60653</u>
Phone Number: <u>773-317-4416</u>
Fax Number: <u>773-337-0740</u>
<b>LUMP SUM BASE BID TOTAL</b> \$ <u>18,396,670</u> .00
Lump Sum Base Bid in whole dollars only
<b><u>REFER TO THE IMPORTANT MESSAGE BELOW REGARDING ELECTRONIC SUBMISSIONS</u></b>

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

Libra Wiley  
(Signature)

Libra Wiley  
(Print Name)

Wiley's Lawn Care LLC  
(Contractor's Name)

Director of operations  
(Title)

11-26-21  
(Date)

**CHICAGO HOUSING AUTHORITY**

**KEY INFORMATION**

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

Nena Snow, Procurement Specialist  
Chicago Housing Authority  
60 East Van Buren Street, 8<sup>th</sup> Floor  
Chicago, Illinois 60609  
Telephone: (312) 913-7372  
Email: nesnow@thecha.org

2. **Questions may be submitted through CHA's Supplier Portal or in writing to the Procurement Specialist as shown below by no later than 10:00AM (CST) on Thursday, November 25, 2021.** 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.
3. **ELECTRONIC FILES :** The Bid Solicitation, is available on the CHA's Supplier Portal Website at <https://supplier.thecha.org>.
4. **PRE-BID MEETING:** Thursday, November 18, 2021 at 1:00PM, CHA strongly encourages all interested firms to attend the pre-bid Meeting. Real-Time online viewing is available. To view the Pre-Bid Meeting online visit Microsoft Teams:

<https://bit.ly/IFBEvent3109SnowRemovalandLandscapeMaintenanceServicesforVacantLotsandNon-ResidentialProperties>

5. **SITE VISIT:** CHA strongly encourages all interested firms to attend the project site visit.
6. **BID OPENING:** Thursday, December 9, 2021 at 1:00PM CST.
7. **ELECTRONIC SUBMISSION:** Sealed bids must 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 Contractors. **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. For questions or assistance with the Supplier Portal, please contact Harriet Herron-King, Procurement Coordinator, at 312-913-7356.

**IMPORTANT NOTE REGARDING ELECTRONIC SUBMISSIONS:**

**FOR ELECTRONIC BIDS BEING SUBMITTED THROUGH THE CHA SUPPLIER PORTAL, CONTRACTORS SHALL COMPLETE SUBMITTAL BY ENTERING THEIR BID PRICES THROUGH CHA'S SUPPLIER PORTAL.**

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- 8. **MANUAL SUBMISSION** The CHA is currently not accepting manual submissions. Until further notice, electronic submissions will be the only form of submissions accepted by the CHA.
  
- 9. **ADDENDA:** Any interpretations, corrections, or changes to the solicitation will be made by addenda issued by the CHA. Any addenda that are issued will be provided to prospective Contractors and posted on the CHA's website at: [www.thecha.org](http://www.thecha.org). It is the responsibility of the Contractor to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the Invitation for Bid document. If the CHA determines this solicitation should be modified, it will inform all prospective Contractors 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. Contractors shall acknowledge receipt of all Addenda below.

**CONTRACTOR ACKNOWLEDGES RECEIPT OF ADDENDA:**

Number   1     2   \_\_\_\_\_  
Dated  11-3-21   11-23-21  \_\_\_\_\_

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Respondents may select one (1) or as many as all five (5) of the following Packages to signify their interest in serving as a Landscaping & Snow Removal firm for the CHA.

INDICATE BELOW WHICH PROPOSAL PACKAGE(S) BEING PROPOSED

- Landscaping & Snow Removal Region 1
- Landscaping & Snow Removal Region 2
- Landscaping & Snow Removal Region 3
- Landscaping & Snow Removal Region 4
- Landscaping & Snow Removal Non-Residential

**AUTHORIZED SIGNATURE AND DATE**

Libra Wiley  
Signature

11-26-21  
Date

Libra Wiley  
Print Name

Director of operations  
Title

Wiley's Lawn Care LLC  
Name of Company

## CHICAGO HOUSING AUTHORITY

### I. SCOPE OF WORK

#### GENERAL DESCRIPTION OF SCOPE OF WORK

The Chicago Housing Authority (CHA) is seeking bids from qualified vendors to provide snow removal services and lawn mowing/maintenance of CHA vacant lots, and non-residential properties (*See Attachment K*). The awarded contract will be in place for a three (3) year base term with two (2) additional one-year options.

The Selected Contractor(s) must have a minimum of two years' experience of similar scope and size. Contractors must have adequate staffing and equipment to support the requirements outlined in the scope.

The Selected Contractor is responsible for snow removal, lawn mowing/maintenance and fly dumping/ debris cleanup of the listed properties (*See Attachment K*).

Proposed Contractors can bid on as few as one or all the service locations. The Contractor must be able to fulfill the scope and perform service simultaneously on all awarded locations during snow accumulation and during the season for landscaping services.

**Bidders must have the ability to provide both services.** Proposed Bidders are expected to perform both snow removal and landscaping services for the location they submit bid on.

CHA acquires and disposes of property from time to time and reserves the right to add and/or remove properties from each package at its sole discretion.

#### SNOW REMOVAL SPECIFICATIONS

##### 1. CLEARING OF SIDEWALKS/DE-ICING

The Selected Contractor shall remove snow of two (2) inches or more of snow accumulation from the identified sidewalks and pathways of the vacant lots. Photos are provided for the scattered site locations Region 1, 2, 3 and 4. The areas lined in yellow reflect the sidewalk near the vacant land. The areas lined in red reflect the sidewalk near the scattered site vacant land.

The Selected Contractor is responsible for adhering to the City of Chicago sidewalk snow removal guidance and related ordinances which requires a five-foot wide path to be cleared. In addition, any ramps that are attached to the sidewalk must be cleared. The Selected Contractor shall be responsible for removal of snow from the sidewalk (edge-to-edge) and from the width of vacant lot sidewalk identified. Diligent care shall be observed not to negatively impact neighbors' properties with snow. Pushing snow into the street, bike lanes, crosswalks, bus stops, train stations, alleyway entrances, or bike stations is not permitted.

Remove snow with snow blowers, smaller machines and/or equipment/tools in areas that are too small for regular machinery. Create curb-cuts every 25-40 feet from the sidewalk to the street to allow access.

The Selected Contractor must be available and prepared to provide full snow removal and de-icing Services twenty-four (24) hours a day, seven (7) days a week, including holidays. The Selected Contractor shall remove overnight snowfalls by 7:00 a.m. to ensure safe passage. Snow removal must be completed within a reasonable amount of time, but not more than two (2) hours after the snow has stopped.

In the event subsequent snow removals are required due to poor initial servicing it shall be completed at the sole cost of the Selected Contractor and not at the cost of CHA. The Selected Contractor is responsible for completing call backs for poor servicing within two (2) hours of being notified.

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De-icing services will be required EVERY TIME snow removal service is performed.

The bid pricing for snow removal services is a flat rate, however the Selected Contractor must include the costs for de-icing services, fly dumping/debris removal and all related supplies and materials to meet all service requirements.

The Selected Contractor is responsible for providing all tools, materials and supplies to fulfill the services outlined in the scope.

### 2. SALT AND DE-ICING APPLICATIONS

Applications on sidewalks should be made with rock salt or calcium- chloride. The application used should be determined by the temperature, for lower temperatures the option that will melt ice faster is recommended. The Selected Contractor must note site conditions on the Snow Removal Service Ticket. The Selected Contractor will make reasonable attempts to monitor the effectiveness of the salt applications.

In the event CHA requires de-icing services without snow removal services, the Selected Contractor will invoice in accordance with the unit price for de-icing services only, this also applies to other services outlined i.e., fly dumping and debris removal. The Selected Contractor should only invoice for the service being rendered as indicated in the subsequent contract from this solicitation.

The Selected Contractor should perform all actions in a safe manner with respect to the community and neighborhood near the CHA vacant lots.

### 3. SITE VISIT

Prospective Contractors should make a field investigation of each location for which a bid is submitted to become completely familiar with the facility characteristics, problems and other information which would be pertinent to specifying the equipment and level of manpower effort which will be required. Maps are provided of the service locations to reference (*See Attachment K*). The Selected Contractor can conduct an impromptu drive by or visit of the site(s) of interest. The Selected Contractor shall verify all conditions and dimensions and be responsible for their work conforming to existing conditions. It is the sole responsibility of the Contractor to view all site(s) of interest and verify locations prior to the submission of their bid.

It is the Selected Contractor's responsibility to become familiar with the area of each property's layout and dimensions as well as accessibility prior to submitting a bid. By submitting a bid for these services, the Selected Contractor is deemed to have appropriately assessed each property. No allowances will be granted for conditions which should have been reasonably anticipated by thoroughly examining the site prior to bidding. After the contract award, the Selected Contractor will be required to meet with a Non-Residential Land and Space Management Designee to review the site areas designated for service.

### 4. SNOW PLOWING AND REMOVAL

The Selected Contractor shall be responsible for snow removal operations on all specified sidewalks and pathways surrounding the designated vacant lots. The Selected Contractor shall remove snow from accessible walkways. The Selected Contractor shall push snow away from parked cars to ensure there is no obstruction to vehicles or parking lot entrances, service lanes or fire lanes.

Blizzard conditions or where accumulation rates are more than ten (10) inches within a twenty-four (24) hour period shall be considered extreme. The Selected Contractor will use any available equipment to safely complete snow removal operations.

The Selected Contractor will recommend when snow should be relocated on-site or removed off-site. If relocation is necessary due to contractor's inability to appropriately place the Snow, it will be removed at the Selected Contractor's expense.

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The Selected Contractor is responsible for placing Snow stakes where necessary to protect curbing and is responsible for damages including, but not limited to, fuel tank filter caps, manholes, storm drains, curbing, stop block, landscaping, light poles, signs, and paving which is a result of the plowing operation.

The Selected Contractor must provide their inventory of equipment at the time of bid submission and the last maintenance record of receipt for the listed equipment.

The Selected Contractor will be required to submit Snow Removal Service Tickets within 48 hours of rendering services to the Non-Residential Land and Space Management Designee.

### 5. FLY DUMPING AND TRASH DEBRIS REMOVAL

Fly dumping service may be required throughout the year at sites; however, fly dumping should be reported to the Non-Residential Land and Space Management Designee prior to removal for immediate approval or denial. Regular trash debris should not be reported as fly dumping e.g., loose papers, food containers, rubbish, bottles, small broken branches, household garbage bags with waste and etc.

Fly dumping items can include but are not limited to the following:

- Furniture
- Large Amounts of Construction Material
  - Bricks
  - Siding
  - Concrete
  - Drywall
- Appliances
  - Stove
  - Refrigerators
  - Washers
  - Dryers
  - Water Tanks
  - Furnace
  - Air Conditioners (not window or room)

Maintaining the appearance of CHA vacant lots is critical throughout the year. The grounds must be maintained, and trash debris is required to be removed by the Selected Contractor. Items that are accessible for removal during the winter months is also required. End of the season cleanup is required immediately once the snow melts from the winter season which begins the initial landscape maintenance i.e., cleanup for the Spring season. During routine maintenance visits the Selected Contractor is responsible for removing trash and debris from the property. Curbs, sidewalks, etc., are to be cleaned and maintained in a neat appearance.

### 6. VEHICLE AND EQUIPMENT REQUIREMENTS

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

Proposed Contractors must provide their inventory of equipment, which include ownership documentation at the time of bid submission along with the last maintenance record of receipt for the listed equipment.

Prior to contract award, the Contractor must permit inspection of all vehicles and related equipment identified, to assure vehicles and equipment are in good operating condition. The CHA reserves the right to reject any vehicle or equipment that is in poor operating condition.

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The Selected Contractor, upon CHA request, must provide a sufficient implementation plan describing how the number of vehicles and pieces of equipment will be deployed to provide sufficient *simultaneous* coverage for all snow removal and de-icing locations and landscaping services.

The Selected Contractor will be required to supply, maintain, and operate equipment necessary (i.e., snow blowers, throwers, shovels, Bobcat-like front loading equipment, 4-Wheel drive vehicles, ¾ to 1-ton capacity with hydraulically powered angle reversible controlled snowplow assemblies with attached or detached salt spreaders, lawn mowers (manual or riding), leaf blowers, rakes, tree trimmers, etc.) to keep designated areas free of ice snow and leaves.

### 7. STANDARDS OF PERFORMANCE

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

The Selected Contractor shall pay particular attention to sewer covers, fire hydrants, drains, signs, light posts, fences, gates, and other obstructions prior to commencement of its operations.

### 8. PROTECTION OF WORK, DAMAGES, AND REPAIRS

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

### 9. OTHER REQUIREMENT

Snow accumulation will be determined through reports received from the National Weather Service by the CHA at the time service was performed by the Selected Contractor.

### 10. FREQUENCY OF SERVICES

Snow removal sidewalk clearing of the vacant land sites is required 7 days a week when 2 inches or more of accumulation is present. The Selected Contractor shall provide removal of debris, litter and fly dumping as needed.

### 11. COORDINATION OF SERVICES

The Selected Contractor is hereby notified that they are required to comply with all applicable regulations for safety, including those of the Occupations Safety and Health Administration (OSHA) for fire extinguisher use and all other safety requirements.

**Note: No Reimbursable Expenses are permitted and will not be approved by CHA, the Selected Contractor shall include all applicable fee expenses in the total bid amount.**

#### **ADDITIONAL REQUIREMENTS**

**Before and after photos:** It is the responsibility of the Selected Contractor to take photos before servicing the vacant lots and immediately following the provided service. Photos should include the date/time stamp.

**Snow Removal Service Ticket:** A Snow Removal Service Ticket must be provided; the ticket is signed by your company and confirmed by the CHA Non-Residential Designee assigned to the region.



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**Flat Fee:** The Selected Contractor should provide pricing based on a flat fee for snow removal services. The average snowfall should be considered, and the Selected Contractor will be required to visit the site multiple times during a snowstorm to service the locations.

### 12. CITY VIOLATIONS, CITATIONS & FINES

The Selected Contractor shall be responsible for any City of Chicago code violations, citations, fines, court cost or related fees issued for failure to comply with the Municipal Code of Chicago and any ordinances due to negligence and/or failure to adhere with requirements related to snow removal and landscape maintenance. The Selected Contractor must ensure the lawn is mowed, maintained, and does not exceed the inch requirements outlined in addition to the removal of trash debris/fly dumping from vacant lots. Once the Selected Contractor is awarded and issued Notice to Proceed, any violations, citations and/or fines issued on the day following are the responsibility of the Selected Contractor throughout the base and any exercised term periods.

In any circumstance whereas a violation is noted, immediate compliance with any/all outstanding code violations is required.

## LAWN MOWING/MAINTENANCE SPECIFICATIONS

### 13. FREQUENCY

Weekly landscaping services and maintenance is required, *unless otherwise noted*. The Selected Contractor shall provide weekly mowing, edging, pruning, trimming, removal of leaves, debris, litter, and fly dumping.

### 14. LANDSCAPING SERVICE/MAINTENANCE

The Selected Contractor is responsible for the removal of trash from each site, it must be properly disposed of, and clippings must be collected and removed from the property at the end of each visit. When applying pesticides, safety of the public and environment shall be considered at all times.

The Selected Contractor is responsible for providing all landscape materials, tools, products and equipment required to perform the duties outlined. Work performed must align in accordance with applicable City of Chicago ordinances.

- Turf Mowing - Lawns shall be mowed to maintain a uniform height not to exceed two (2) inches to keep a neat appearance. Considering the topography, the Selected Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain. Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required. Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be always taken when operating around fixtures to prevent damage to them.
- As the grass is maintained regularly, weekly mowing may no longer be necessary, bi-weekly or mowing as needed will go into effect.
- Turf Edging - Edging and trimming along curbs, walks, bed edges and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged once per month during the growing season. Mow strips shall be treated with a non-selective herbicide as needed. Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade. Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the Non-Residential Land and Space Management Designee to achieve a solution.
- Trash and Debris Removal - During routine maintenance visits the Selected Contractor is responsible for removing trash and debris from the property. Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or

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brooms to maintain a neat appearance. Heavy accumulations of sand, gravel, leaves etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

- Turf Fertilization & Weed Control - Well balanced fertilizer shall be used to maintain a healthy green color. All lawns shall be treated with crabgrass prevention and broadleaf weed control products as necessary. All grounds shall be kept weed free.

### 15. TREE AND SHRUBS MAINTENANCE:

All plant and tree material are to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the Selected Contractor. Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units. All formal hedges shall be sheared to maintain desired shape and height. Contractors shall:

- Trees and scrubs shall be trimmed 3 times per season or as needed to keep uniform appearance. All dead and hanging tree branches and limbs are to be removed. All hazard hanging extended tree limbs and branches will be removed. Trees will be trimmed back and pruned in accordance with local, state, and federal building code guidelines. All debris and trimmed branches are to be removed from site on date of cutting.
- Remove and legally dispose of all dead or dying branches and twigs up to eight (8) feet from ground level from all trees on the property.
- Remove and legally dispose of all suckers growing at or near the base of any and all trees on the property.
- Remove and legally dispose of all branches in pedestrian areas that are less than eight (8) feet in height from ground level.
- Prior to and after each mowing and service visit, pick up and legally dispose of offsite all trash, litter and debris around all tree areas.
- Prior to and after each mowing and service visit, pick up and legally dispose of offsite all trash, litter and debris in and around shrub areas.
- please include an assessment of the condition of trees and your recommendation to remove any severely damaged/dead trees.

### 16. FLY DUMPING AND TRASH DEBRIS REMOVAL

Fly dumping service may be required throughout the year at some sites; however, fly dumping should be reported to the Non-Residential Land and Space Management Designee prior to removal for immediate approval or denial. Regular trash debris should not be reported as fly dumping e.g., loose papers, food containers, rubbish, bottles, small broken branches, household garbage bags with waste and etc.

Fly dumping items can include but are not limited to the following:

- Furniture
- Large Amounts of Construction Material
  - Bricks
  - Siding
  - Concrete
  - Drywall
- Appliances
  - Stove
  - Refrigerators
  - Washers
  - Dryers
  - Water Tanks
  - Furnace
  - Air Conditioners (commercial units)

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End of the season cleanup is required immediately once the snow melts from the winter season which begins the initial landscape maintenance i.e., cleanup for the Spring season. During routine maintenance visits the Selected Contractor is responsible for removing trash and debris from the property. Curbs, sidewalks, etc., are to be cleaned and maintain a neat appearance.

### 17. GROUND COVER AND BEDS

- Open ground between plants shall be kept weed-free using mechanical methods.
- Litter and debris shall be removed during maintenance visits to ensure a neat appearance.
- Soil surfaces shall be raked smooth and cultivated regularly. Vines shall be trimmed neatly against supporting structures and kept within bounds.
- Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings. Sign faces and windows shall be kept clear of encroaching growth.

### 18. OTHER SERVICES

Spring and Fall clean-up shall consist of one site visit in April and one site visit in December. Spring Clean-Up shall entail the removal and disposal of all debris that has accumulated in the bed areas, but not be limited to, leaf removal from all beds, turning flower beds as appropriate, removing winter wrapping and removing any sand and gravel from beds and lawns.

Fall Clean-Up shall be performed as follows and should be included in the pricing. Fall clean up shall be in late December after all leaves have fallen from the trees in the area. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annuals, appropriate cut back of perennial plantings, wrapping of trees to prevent sunscald, covering of beds as necessary to protect plants, etc. The Selected Contractor shall establish and maintain an effective communication system with Non-Residential Land and Space Management Designee.

**Note: No Reimbursable Expenses are permitted and will not be approved by CHA, the Selected Contractor shall include all applicable fee expenses in the total bid amount.**

### ADDITIONAL REQUIREMENTS

**Site Visit:** A site visit is strongly encouraged prior to submitting quotes. The Selected Contractor shall verify all conditions and dimensions and be responsible for their work conforming to existing conditions.

**Project Commencement:** Once the contract is awarded, and the Notice to Proceed is provided to the Selected Contractors, work is expected to begin as indicated.

**Before and after pictures:** It is the responsibility of the Selected Contractor to take pictures before servicing the vacant lots and immediately following the provided service. Images should include the date/time stamp.

**Landscape Service Ticket:** A Landscape Service Ticket must be provided; the ticket is signed by your company and confirmed by the CHA Non-Residential designee assigned to the region. It is important that you notify Non-Residential Land and Space Management Designee when arriving at one of our properties.

### 19. CITY VIOLATIONS, CITATIONS & FINES:

The Selected Contractor is responsible for payment of any City of Chicago code violations, citations, fines, court cost or related fees issued for to comply with the Municipal Code of Chicago and any ordinances due to negligence and/or failure to adhere with requirements related to snow removal and landscape maintenance. The Selected Contractor must ensure the lawn is mowed, maintained, and does not exceed the inch requirements outlined in addition to the removal of trash debris/fly

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dumping from vacant lots. Once the Selected Contractor is awarded and issued Notice to Proceed, any violations, citations and/or fines issued on the day following are the responsibility of the Selected Contractor throughout the base and any exercised term periods.

In any circumstance whereas a violation is noted, immediate compliance with any/all outstanding code violations is required.

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### INSTRUCTIONS FOR CONTRACTORS

#### II. BID SUBMITTAL REQUIREMENTS: The Bid Submittal must include the following documents:

- A. These BF Pages and other documents in the following form:
- i. Enter his/her firm's name in the space provided on Page BF/1 of this Specification; and
  - ii. Submit **ONE (1) original copy**, of the "Bid Submittal" form comprising all BF pages (including the Contractor's completed BF pages for Sections VII and VIII). PLEASE NOTE: Each BF Page shall bear an original (not photocopied) signature; and
  - iii. Submit **ONE (1) ORIGINAL** of all required M/W/DBE and Section 3; and
  - iv. Submit **ONE (1) ORIGINAL** of all other required bid documents; and
  - v. Acknowledge on Page BF/3 receipt of any Addenda issued and
  - vi. Acknowledge on Page BF/4 Package selection.

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

#### B. BUSINESS LICENSE and PERMIT: Not Required

The successful Contractor(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:** 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 Contractors will be returned as soon as practicable after the opening of bids.

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

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

1. Accountant's Report
2. Balance Sheet (last 2 years)
3. Income Statement (last 2 years)
4. Cash Flow Statement (last 2 years)
5. Financial Statement Footnotes (if applicable)

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

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

1. Accountant's Report
2. Balance Sheet (last 2 years)
3. Income Statement (last 2 years)
4. Cash Flow Statement (last 2 years)
5. Financial Statement Footnotes

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

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

1. Auditor's Report
2. Balance Sheet (last 2 years)
3. Income Statement (last 2 years)
4. Cash Flow Statement (last 2 years)
5. Financial Statement Footnotes

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

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

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

1. Financial statements must be from a legal business entity (i.e., corporation, partnership, LLC, etc.).
2. 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.
3. Internally prepared business entity financial reports generated by the respondent will not be accepted.
4. Personal financial statements or tax returns will not be accepted.
5. The CHA reserves the right to request additional information to complete the financial evaluation and review of any respondents.

### III. BID PREPARATION AND WITHDRAWAL OF BIDS BEFORE BID OPENING

Respondents must complete the current versions of all forms which are required for a solicitation. Copies of these forms have either been provided therein or may be accessed and downloaded through the CHA's website, [www.thecha.org](http://www.thecha.org) in the "Forms and Documents" tab located under "Doing Business-Contractor and Developer Resources." Failure to submit completed copies of all of the current required forms may result in a solicitation response being deemed non-responsive.

#### A. PREPARATION OF BIDS –

- i. 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.
- ii. **CHA FORMS and DOWNLOAD:** Bids must be submitted on the forms furnished by the CHA or on copies of those forms and **must be signed electronically**. The person signing a bid must initial each erasure or change appearing on any bid form. To facilitate the solicitation process, many of the standard CHA documents are

## CHICAGO HOUSING AUTHORITY

now available for download at: <http://www.thecha.org/doing-business/forms-and-documents/>.

The bid forms may require Contractors to submit bid prices for one (1) or more items on various bases, including lump sum bid, alternate prices, unit prices, change order pricing of construction, or any combination thereof.

- 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, Contractors 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
  - v. Product substitutions will not be considered unless this solicitation authorizes the submission. Contractors are responsible for providing bids for products that fully meet the required specifications. Contractors may bid the referenced manufacturers OR EQUAL. Nevertheless, Contractors MUST bid what the specifications require. The Architect of Record will only consider substitution requests after the award from the selected General Contractor.
- b. **WITHDRAWAL OF BIDS:** No bid shall be withdrawn for a period of **one hundred eighty (180) calendar days** after the opening of bids without the consent of the CHA.
  - c. **TAX:** This bid shall **not** include charges for the Illinois Retailers' Occupational Tax (so called "Sales Tax") on direct sales to the CHA or on any material incorporated into or becoming part of the work; federal excise taxes; or federal transportation taxes. The CHA will provide all contract awardees with a Tax Exemption Certificate.
  - d. **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.
  - e. **FALSE STATEMENTS IN BIDS:** Contractors must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.
  - f. **REQUESTS FOR INFORMATION:** Contractors shall only communicate with the CHA's Department of Procurement and Contracts regarding this IFB and the bid to be submitted in response to this IFB. These questions will be answered individually or, if applicable, to all potential Contractors, in the form of an addendum to the IFB, if the CHA determines that a revision to the IFB is warranted. All technical questions and Requests for Information (RFIs) regarding this IFB must be submitted through the CHA Supplier Portal or in writing by e-mail. Telephonic, oral, or any other means of communication of relaying questions shall not be answered. If an answer is inadvertently or otherwise provided to a question other than as specified in this section, it is expressly understood that the answer is not binding in any way on the Authority.

### IV. BID OPENING AND REVIEW OF BIDS

- A. **BID OPENING:** No bids will be accepted after the fixed date and time for the opening of bids, at which time all bids received will be publicly opened and read aloud. Failure to submit bid documents in the required quantity and properly executed may result in the bid being deemed non-responsive and rejected by the CHA from further consideration.
- B. **PRE-AWARD MEETING/VALUE ENGINEERING MEETING:** The CHA reserves the right to conduct a Pre-Award Meeting with the Contractor(s) prior to making an award to determine if the Contractor(s) is(are) a responsible party(ies) as described and required by applicable law. This Pre-Award Meeting may include, but shall not be limited to:
  - i. a review of the Contractor's capacity to perform the terms and conditions of the contract;
  - ii. a review of the Contractor's understanding of the Scope of Work, and confirmation of inclusion of the entire Scope of Work in its bid;

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- iii. a discussion (and demonstration, if requested) of the Contractor's expertise in reading and interpreting the specifications included with this solicitation;
- iv. past performance on other CHA and State/local government agencies' contracts;
- v. current employee depth and capabilities;
- vi. financial records and resources/capabilities;
- vii. a visit to examine the Contractor's facilities and on-hand equipment; and
- viii. any other area or aspect of the Contractor's integrity, operations and/or capability that will assist the CHA in making a determination of responsibility.

### V. **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 Contractor whose bid, responsive and conforming to the solicitation, will be most advantageous to the CHA, considering the Lump Sum Base Bid Total, financial resources, capacity and the factors specified elsewhere in the solicitation. To be considered eligible for contract award the Contractor must meet the following minimum requirements:
    - i. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract.
  - B. The CHA may waive informalities or minor irregularities in bids received.
  - C. The CHA may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
  - D. The CHA may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, 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.
  - G. The Contractor to whom the award is made will be notified as soon as practicable after the Authority approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
  - H. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Chicago Housing Authority with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
  - I. Upon award of Contract, the Authority will process the Contract for final execution.
- VI. **NOTICE TO PROCEED:** Following execution of the Contract and the Contractor's delivery of all information and documents required by the Contract Documents and otherwise reasonably required by the CHA's Department of Procurement and Contracts, the CHA will issue a Notice to Proceed (NTP) to the Contractor, which will set forth the date(s) for the official commencement of the Work described in this IFB and in the Contract Documents. Upon issuance of the NTP, the CHA will make the Project location(s) available to the Contractor for the start of the required Work.



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## VII. TYPE OF CONTRACT(S) AND CONTRACT REQUIREMENTS

- A. TYPE OF CONTRACT(S):** In selecting the lowest responsive and responsible Contractor(s), the CHA will examine which Contractor(s) offers the lowest responsive and responsible Lump Sum Base Bid Total among other criteria. 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.
- 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 (3) three years with 2 (1) one-year options.
- C. PRE-AWARD MEETING:** The CHA reserves the right to conduct a Pre-Award Meeting with the Contractors, to determine if the Contractor is a responsible party as described and required by Federal Law. This meeting may include a visit to the Contractor's facilities, and examination of the following: the Contractor'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 Contractors integrity, operations and/or capability that will assist the CHA in making a determination of responsibility.
- D. CERTIFICATE OF INSURANCE REQUIREMENTS:** 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. **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 must be on an occurrence basis and shall include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury. Policy must include CHA and other entities listed below as Additional Insureds on a primary and non-contributory basis.
  - ii. **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 Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence CSL, for Bodily Injury and Property Damage. Policy must include CHA and other entities listed below as Additional Insureds on a primary and non-contributory basis.
  - iii. **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

Certificate Holder: Chicago Housing Authority  
60 E Van Buren St.  
Chicago, IL 60605

Additional Insureds: Collectively referred to as the "Additional Insureds" shall include Chicago Housing Authority, Chicago Housing Administration, LLC; and/or other Limited Liability Company as established by CHA; its respective commissioners, board members, officers, directors, agents, and Property Management firms.

Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be the primary policy. The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the Additional Insureds shall apply in excess of and shall not contribute with insurance provided by the Contractor.

## E. RELATED REQUIREMENTS

The Contractor shall furnish the CHA, Department of Procurement and Contracts, 60 E. Van Buren, 8<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. Copies of the endorsement(s) adding the CHA to Contractor's policy as an

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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 [certificates@thecha.org](mailto:certificates@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.**

The Contractor shall maintain coverage for the duration of the Agreement. The Contractor shall agree to provide to the CHA, annually, a certified copy of the insurance policies obtained pursuant hereto upon request. 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.

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

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

**G. Section 3 – COMPLIANCE REQUIREMENTS:**

The CHA has determined that the contract awarded under this solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, (Section 3), and Title 24 of Subchapter B, Part 75 – Economic Opportunities for Low- and Very Low-Income Persons, 24 CFR 75.1 et seq. Section 3 Compliance requires that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low-income persons. The purpose of Section 3 is to ensure that economic opportunities, most importantly

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employment, generated by certain HUD financial assistance is directed to low- and very low-income persons, in particular those receiving housing assistance or residents of the community in which the Federal assistance is spent.

Contractors and their subcontractors may demonstrate compliance by committing to meet or exceed Section 3 benchmarks for the total number of labor hours worked by Section 3 Workers and Targeted Section 3 Workers of 25% of labor hours performed by Section 3 Workers and 5% of labor hours performed by Targeted Section 3 Workers in accordance with 24 CFR Part 75.

**A Section 3 Worker under HUD's Section 3 Regulations is any worker who currently or within the past five years fits at least one of the following categories:**

- (a) the worker's income for the previous or annualized calendar year is below the income limit established by HUD;
- (b) the worker is employed by a Section 3 Business Concern; or
- (c) the worker is a YouthBuild participant.

**A Targeted Section 3 Worker under HUD's Section 3 Regulations is a worker who:**

- (a) a worker employed by a Section 3 Business Concern; or
- (b) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - (i) A resident of public housing or Section 8-assisted housing;
  - (ii) A resident of other public housing projects or Section 8 assisted housing managed by CHA;
  - (iii) Youthbuild participants

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

- (a) 51 percent or more owned and controlled by low- or very low-income persons; or
- (b) Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or
- (c) A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

### Documenting and Reporting

1. Contractor agrees to report the labor hours performed by Section 3 Workers in compliance with the above Section 3 benchmarks and Contractor's Section 3 Utilization Plan, which shall be prepared by the Contractor and agreed to by CHA. CHA shall not be required to agree to the Contractor's Utilization Plan until the Contractor meets its burden to establish that it will comply with CHA's Section 3 Policy ([www.thecha.org](http://www.thecha.org) or the copy included in the solicitation) as may be required. Contract Compliance Certification attached to this IFB is incorporated into the contract by this reference herein.
2. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's Section 3 requirements to the CHA via CHA's electronic system available at <https://cha.diversitycompliance.com/>. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.
3. A Prime Contractor must utilize CHA's hiring system in order to identify Section 3 Workers and Targeted Section 3 Workers. The hiring system will automatically filter applicants to the Prime Contractor in order of preference, per HUD and this policy. The Prime Contractor, and any Subcontractors must complete their job posting through CHA's online hiring system when seeking Section 3 Workers. All new hires will be tracked through CHA's online hiring system and all new hires must be secured using this online system, which is used to assist the CHA to connect qualified applicants with Prime Contractors and Subcontractors.

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

### COMPLIANCE REPORTING SYSTEMS

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

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

#### KEY FEATURES:

- Automated communication with Contractors via email regarding compliance issues.
- Submission of Contractors' utilization reports online with automated tracking of contract goals and participation, as well as verification of subcontractor payments and labor hours through the B2Gnow System.
- Certified Payroll Reporting online through LCPtracker eliminates paper reporting and streamlines the process for vendors and CHA staff.
- Section 3 Job Opportunities website automates the hiring/identification process and is a required tool for Prime Contractors and Subcontractors.

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

1. **Vendor Technical Assistance and Support**

- Technical and/or training questions, please send an email to <https://cha.diversitycompliance.com/>.

2. **Online, downloadable training aids**

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

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

City of Chicago	State of Illinois Central Management Services (CMS)
Cook County	Small Business Administration (SBA)
Pace	Chicago Minority Business Development Council (CMBDC)
Metra	Illinois Department of Transportation (IDOT)
Chicago Transit Authority (CTA)	Women's Business Development Center (WBDC)

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

- I. **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.

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- J. 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 Contractor. The Sister Agency(ies) or Property Manager(s) issue purchase orders/delivery orders, process invoices and make payments under separate contracts with the Selected Contractor, 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.
- K. CONTRACT DOCUMENTS:** The Contract Documents, which forms the Contract between parties (the "Contract"), include the terms and conditions contained herein; all written modifications, amendments to this Contract; all Bid Form pages (pages BF/1 through BF/12 and Attachment A) when accepted by the CHA; "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 Contractors (form HUD-5369)" or "Instructions to Offerors Non-Construction (form HUD-5369-B)" (as applicable); 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 Contractor are a part of the contract unless expressly stated therein.
- L. Project Tax Benefits Treatment; CHA Reservations and Procedures**  
The CHA fully reserves to itself all rights to seek, pursue and obtain various tax benefits (the "Project Tax Benefits") for which the Project, Services or Work may be eligible (such as federal, state or local income, sales and use tax credits, deductions, exemptions or exclusions, as well other related structured transfers or transactions to realize or effect such benefits), including, without limitation, the allocation of tax deduction benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").

**M. Disclosure Certification**

The Contractor shall be required to make the following certification, which is included in the Contractor's Affidavit, a required submittal document 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.

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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.

### N. 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 their 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.

## VIII. AGREEMENT AND CHANGE ORDERS SUBMITTAL

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

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

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

Required documents to be fully executed and submitted with Bid	Required Notarized documents	Contract Documents
√		Invitation for Bid all BF pages
√		Insurance Requirement
√		Fee Proposal Forms
√		Instructions to Contractors for Contracts" (Form HUD-5369-C)*
√		Instructions to Offerors Non-Construction (Form HUD-5369B)
√	√	Contractor's Affidavit*
√	√	Economic Disclosure Statement and Affidavit*
√	√	(Schedule A) MBE/WBE/DBE Utilization Plan *
√		Contract Compliance Certification
√		(Schedule C) MWDBE and Section 3 Subs*
√		Statement of Bidder's Qualifications*
√		Sub Contractor Information Submittal*
√		Contractor's Financial/Income Tax Statement
√		Equal Employment Opportunity Compliance Certificate*

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

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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. Failure to submit this Bid Execution and Acceptance page shall result in the entire Bid Package being deemed non-responsive.

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.

Wiley's Lawn Care LLC

(Business/Contractor's Name)

By: [Signature] DATE: 11-26-21

(Signature)

Libra Wiley

(Printed or Typed Name)

Title: Director of operation

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

Address: 710 E. 47th Street

City, State, Zip: Chicago, IL 60653 Taxpayer ID. No:

Telephone No: (773) 347-4414 Fax No: (773) 337-0140

Email: wileyslawncares@aol.com

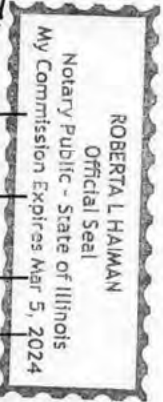
Subscribed and sworn to before me

this 26 day of November, 2021 My Commission Expires:

March 5, 2024

[Signature]

(Notary Public)



113489

(Vendor Code)

12795

(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 Five Million Five Hundred Thirty Thousand Eight Hundred Ninety Dollars and 00/100 (\$ 5,530,890.00) 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 insure that the scope of work is completed within this firm-fixed contract price.

The Term of this Contract is 3 years Base term - June 1, 2022 - May 31, 2025 The "Notice to Proceed" will be issued as a separate document upon submission of all required documents.

CHICAGO HOUSING AUTHORITY

DocuSigned by:

Sheila Johnson

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By: Sheila Johnson

Title: Contracting Officer CHICAGO HOUSING AUTHORITY 60 East Van Buren St, 8TH Floor Chicago, IL 60609

Date Signed: 6/3/2022



**CHICAGO HOUSING AUTHORITY**

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