



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 Bidders to submit sealed bids for the below described specification.

IFB Event No 3235 (2023)


CHA Building Signage Project – New Signage Multiple Locations

Tracey Scott
Chief Executive Officer
Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren Street, 8th Floor
Chicago, Illinois 60605
www.thecha.org

RELEASE DATE: Tuesday, May 30th, 2023
BID OPEN DATE AND TIME: Thursday, June 22, 2023 at 1:00 PM Central

General Contractor: <u>SMB Contracting INC</u>
Contact Name: <u>Huneza Shujauddin</u>
Address: <u>2841 83rd Street</u>
City/State/Zip: <u>Darien, IL, 60561</u>
Phone Number: <u>708 752 1824</u>
Fax Number: _____
LUMP SUM BASE BID TOTAL \$ <u>258,507</u> .00
<i>Lump Sum Base Bid in whole dollars only</i>
<u>REFER TO THE IMPORTANT MESSAGE BELOW REGARDING ELECTRONIC SUBMISSIONS</u>

Bidder 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.


(Signature)
Huneza Shujauddin
(Print Name)

SMB Contracting Inc
(Contractor's Name)
President
(Title) 6/21/23
(Date)

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KEY 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 selection of the successful Bidder. CHA contact information:

Allante Wallace, Procurement Specialist
Chicago Housing Authority
60 East Van Buren Street, 8th Floor
Chicago, Illinois 60605
Telephone: (312) 786-6683
Email: Awallace@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 11:00 AM (Central) on Friday, June 9, 2023.** 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 FOR DRAWINGS AND TECHNICAL SPECIFICATIONS:** Please be advised that the Chicago Housing Authority is NOT distributing printed plans or specifications with this solicitation. The Bid Solicitation, Technical Specifications and Drawings are available on the CHA's Supplier Portal Website at <https://supplier.thecha.org>.
4. **PRE-BID MEETING: Tuesday, June 6, 2023 @ 1:00 PM Central, 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://msteams.link/WK9L>.**
5. **SITE VISIT:** No site visit will be necessary for this solicitation.
6. **BID OPENING:** Thursday, June 22, 2023 at 1:00 PM Central
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 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. For questions or assistance with the Supplier Portal, please contact Harrette Herron-King, Procurement Coordinator, at 312-913-7356.

IMPORTANT NOTE REGARDING ELECTRONIC SUBMISSIONS:

FOR ELECTRONIC BIDS BEING SUBMITTED THROUGH THE CHA SUPPLIER PORTAL, BIDDERS SHALL COMPLETE AND PROVIDE THE DIVISION COST SUBMITTAL BY ENTERING THEIR BID PRICES THROUGH CHA'S SUPPLIER PORTAL.

DO NOT INCLUDE SECTION VII. LUMP SUM SUBMITTAL AS PART OF YOUR UPLOADED DOCUMENTS.

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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 Bidders and posted on the CHA's website at: www.thecha.org. It is the responsibility of the Bidder to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the Invitation for Bid document. If the CHA determines this solicitation should be modified, it will inform all prospective Bidders by distributing addendum/addenda to this solicitation before the date set for receipt of bids. The CHA reserves the right to issue Addenda to correct, modify and amend this Invitation for Bid. Bidders shall acknowledge receipt of all Addenda below.

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA:

Number	<u>ADDENDA 1</u>	<u>ADDENDA 2</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Dated	<u>6/6/23</u>	<u>6/9/23</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

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I. SCOPE OF WORK

GENERAL DESCRIPTION OF SCOPE OF WORK:

The scope of work for the CHA Building Signage Project will occur at 18 building locations with 19 new signs. The Scope of Work is to entail:

1. Verify all Scope Items that will need to be completed of work with CHA Project Manager;
2. Coordinate and secure required City of Chicago Permits needed for signage;
3. Performing all necessary utility locates;
4. Selected respondent to provide sign installation plan/locations to CHA for approval in advance of starting any work;
5. Performing work outlined in scope items;
6. Demolition and haul away of debris;
7. Install sign; and
8. Site restoration.

*Contractors are required to remove all construction debris and material in a safe manner, and have the same taken to a Subtitle D facility to be disposed in accordance with all state, local and federal requirements.

The Fee Form includes "Services Requested" items that shall be included in each unit price (Utility, permit, footings/postings, etc.). Bidders shall submit Lump Sum Pricing in Supplier Portal as well as providing unit pricing as outlined in the attached Fee Form Workbook.

Scope of Work is further described in the detailed Technical Specification, Drawings, and attachments.

The General Contractor is responsible for any cost associated with weather conditions to complete the project within the specified contract length of time.

INSTRUCTIONS FOR BIDDERS

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 Bidder's completed BF pages for Sections VII and VIII). PLEASE NOTE: Each BF 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; and
 - iv. **Submit ONE (1) ORIGINAL** of all other required bid documents; and
 - v. Acknowledge on Page BF/3 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. **GENERAL CONTRACTOR LICENSE:** In addition to all other applicable licenses and certifications, the general contractor is required to submit with its bid a copy of bidder's current valid (Class A) General Contractor License issued by the Department of Buildings of the City of Chicago. The absence of the required license shall cause a bid to be deemed non-responsive and therefore ineligible for award. Any Contractor that does not have a currently valid license from the City of Chicago shall also be deemed non-responsive. Applications for licenses will NOT be accepted.
- C. **BID SECURITY:** Each individual bid must be accompanied by a **Bid Bond** in the amount of **5%** of the total amount of the submitted bid **or a certified check in the same amount, payable to the "Chicago Housing Authority"**. If the bid and bid security have not been received by the CHA prior to the time of

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the bid opening, the bid will not be considered. Checks from unsuccessful Bidders will be returned as soon as practicable after the opening of bids.

- D. BIDDER PROFILE INFORMATION:** Each individual bid must be accompanied by a summary of the Contractor's qualifications to complete the work described in the Bid Package, which summary shall include, at a minimum, the following documents:
- i. the resumes of the Contractor's Project Team (including the superintendent, project manager, and project accountant, or equivalent); and
 - ii. a list of all the Contractor's subcontractors; and
 - iii. a list of the Project Team of the Contractor's subcontractors;
 - iv. a detailed description of not less than three (3) jobs completed by the Contractor in the last five (5) calendar years of a substantially similar size and scope and requiring substantially similar work and level or responsibility, together with the contact information of the owner's representative for each of these jobs (including name, company name, address, telephone number, fax number, and e-mail address); and
 - v. the same information described in Paragraph (D)(iv) above for at least one (1) job performed by each primary subcontractor in the last five (5) calendar years.

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

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

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

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)

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

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

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

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

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

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

- Financial statements must be from a legal business entity (i.e., corporation, partnership, LLC, etc.). The entity name and address listed on the Financial Report should match the address on file with Dun & Bradstreet report in order for CHA to perform financial review.
- If respondent is not able to provide the Financials 6 months after their fiscal year end, respondents should provide the reason for delay or non-completion.
- Newly created entities (partnerships, LLC's, etc.) must provide financial statements from the entity's general partner and/or any other financially responsible entity that collectively can demonstrate the capability to complete the contract.
- Internally prepared business entity financial reports generated by the respondent will not be accepted.
- Personal financial statements or tax returns will not be accepted.
- CHA reserves the right to request Dun & Bradstreet reports in order to make an award determination. Vendors must provide the address on file with Dun & Bradstreet if it differs from the address listed on the proposal.
- CHA reserves the right to request additional information to complete the financial evaluation and review of any respondents. financial statements from the entity's general partner and/or any other financially responsible entity that collectively can demonstrate the capability to complete the contract.
- Internally prepared business entity financial reports generated by the respondent will not be accepted.
- Personal financial statements or tax returns will not be accepted.
- The CHA reserves the right to request additional information to complete the financial evaluation and review of any respondents.

F. SUBSTANTIAL COMPLETION FOR ALL WORK: Work will need to be substantially completed no later than December 15, 2023. Respondents shall provide a project delivery schedule that satisfies the required completion date as referenced. The project delivery schedule must accompany each bid submission. The earliest date for a Notice to Proceed (NTP) would be July 28, 2023.

G. CRITICAL PATH METHOD SUMMARY PROJECT SCHEDULE: In evaluating this IFB, the CHA will determine the responsibility of each bidder and whether a particular bidder can complete the Work in the shortest time frame, which time frame shall not exceed the Substantial Completion Date of December 15, 2023 for the Work as set forth in this IFB and in the Contract Documents. The Critical Path Method ("CPM") Summary Project Schedule to be submitted as part of the bid, and the Work Schedule, as defined in Paragraph 6 of the CHA's "Special Conditions of the Contract for Construction", is to reflect the following.

Each Respondent shall furnish, as part of its proposal, a CPM Summary Project Schedule showing the proposed construction phasing and sequencing approach of the major scope items. This CPM Summary Project Schedule shall:

1. Be submitted in a hard copy format;
2. Be prepared using only Primavera P6 Professional R8.3.2 or Microsoft Project software;
3. Be prepared using the Critical Path Scheduling Method (CPM);
1. Depict the critical path starting with the Notice to Proceed and ending with the Substantial Completion Date December 15, 2023;
4. Include critical tasks to be performed by the Owner, the Architect, or others, for the completion of all the Work; and
5. Have each construction activity be resource loaded with the person-hours estimated necessary to complete the activity.

The CPM Summary Project Schedule dates for the elements cited in the project's IFB shall be met or enhanced.

For purposes of the CPM Summary Project Schedule to be submitted with this bid, the Contractor shall assume that:

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1. The date set forth in the Notice to Proceed will be on or around July 28, 2023; however, the CHA shall not be bound to issuing a Notice to Proceed by or for that date;
2. The Substantial Completion Date of December 15, 2023 for ALL WORK is **as shown above**.
3. The building(s) will be available to the Contractor on the date(s) set forth in the Notice to Proceed.

For additional detail on how to submit required Schedules, please refer to Paragraph 6 and Paragraph 55 of the CHA's "Special Conditions of the Contract for Construction".

Failure to submit this CPM Summary Project Schedule in the requested software format, prepared using only Primavera P6 Professional R8.3.2 software or Microsoft Project, shall result in the entire Bid Package being deemed non-responsive.

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 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 – Construction:

- i. Bidders must make their own estimates of the facilities and difficulties attending the execution of a proposed bid;
 - 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 now available for download at: <http://www.thecha.org/doing-business/forms-and-documents/>. The bid forms may require Bidders to submit bid prices for one (1) or more items on various bases, including lump sum bid, alternate prices, unit prices, change order pricing of construction, or any combination thereof;
 - 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
 - v. Product substitutions will not be considered **unless** this solicitation authorizes the submission. Bidders are responsible for providing bids for products that fully meet the required specifications. Bidders may bid the referenced manufacturers OR EQUAL. Nevertheless, bidders **MUST** bid what the specifications require. The Architect of Record 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 written 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 Requirements. 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:** Bidders must provide full, accurate, and complete information

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as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

- f. REQUESTS FOR INFORMATION:** Bidders shall only communicate with the CHA's Department of Procurement and Contracts regarding this IFB and the bid to be submitted in response to this IFB. These questions will be answered individually or, if applicable, to all potential Bidders, in the form of an addendum to the IFB, if the CHA determines that a revision to the IFB 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.

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

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

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 Bidder(s) prior to making an award to determine if the Bidder(s) is(are) a responsible party(ies) as described and required by applicable law. This Pre-Award Meeting may include, but shall not be limited to:
- i. a review of the Bidder's capacity to perform the terms and conditions of the contract;
 - ii. a review of the Bidder's understanding of the Scope of Work, and confirmation of inclusion of the entire Scope of Work in its Lump Sum;
 - iii. a discussion (and demonstration, if requested) of the Bidder's expertise in reading and interpreting the drawings and technical specifications included with this solicitation;
 - iv. further breakdown of the Lump Sum;
 - v. past performance on other CHA and State/local government agencies' contracts;
 - vi. current employee depth and capabilities;
 - vii. financial records and resources/capabilities;
 - viii. a visit to examine the Bidder's facilities and on-hand equipment; and
 - ix. any other area or aspect of the Bidder's integrity, operations and/or capability that will assist the CHA in making a determination of responsibility.
 - x. Review and confirmation of Critical Path Method (CPM) delivery schedule

v. AWARD: Contract Award – Sealed Bidding – Construction

- A.** The CHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible Bidder whose bid, responsive and conforming to the solicitation, will be most advantageous to the CHA, considering the Lump Sum Base Bid Total, financial resources, capacity and proposed delivery schedule and the factors specified elsewhere in the solicitation. To be considered eligible for contract award the Bidder must meet the following minimum requirements:

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- i. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract.
 - ii. Be able to comply with the required and proposed delivery schedule.
 - iii. Be properly licensed by the appropriate regulatory agencies for the services to be performed.
- 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 contractor's ineligible to receive awards from the Authority or the United States, as furnished by HUD.
- G. The Bidder to whom the award is made will be notified as soon as practicable after the Authority approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
- H. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Chicago Housing Authority 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.

VII. TYPE OF CONTRACT(S) AND CONTRACT REQUIREMENTS

- A. **TYPE OF CONTRACT(S):** In selecting the lowest responsive and responsible bidder(s), the CHA will examine which bidder(s) offers the lowest responsive and responsible Lump Sum Base Bid Total among other criteria. The CHA anticipates awarding a **Single Firm Fixed Price contract** under this solicitation based on the Lump Sum Base Bid Total, financial resources, capacity and proposed delivery schedule and the factors specified elsewhere in the solicitation.
- B. **TIME FOR PERFORMANCE:** Please refer to **XV. PROJECT SCHEDULE**. A Notice to Proceed will be issued by the CHA subsequent to contract execution. The work to be performed under this Contract shall be subject to and comply with the CHA's "Special Conditions of the Contract for Construction" and

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the HUD "General Conditions for Construction Contracts – Public Housing Programs" (Form HUD-5370).

- C. **PRE-CONSTRUCTION CONFERENCE:** The CHA will notify the Awardee(s) when and where the Pre-Construction Conference(s) will take place. **The Awardee(s) must attend this conference before entering the worksite or having materials delivered to the worksite.**
- D. **PERFORMANCE AND PAYMENT BOND:** Upon award of the contract by the CHA, the Contractor shall provide and pay for an **acceptable Performance Bond** in the amount of **100%** of the Lump Sum Base Total **or separate acceptable Performance and Payment Bonds** each in the amount of **50% or more** of the Lump Sum Base Total. **IMPORTANT: The surety must be a guaranty or Surety Company which appears in the U. S. Treasury Circular No. 570 published annually in the Federal Register,** and must, at a minimum, have an "A" rating according to the A.M. Best Rating Guide. 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.
- E. **CERTIFICATE OF INSURANCE REQUIREMENTS:** Before commencing work, the Contractor and each Subcontractor shall furnish the Chicago Housing Authority with certificates of insurance showing the required insurance is in force and will insure all operations under the Contract. See Paragraph 36 of the HUD "General Conditions for Construction Contracts – Public Housing Programs" (Form HUD-5370) and the CHA's "Special Conditions of the Contract for Construction" for details on the required types and levels of insurance coverage.

In addition to any other provisions of this Contract or at law, the Contractor may immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further Work, or be terminated for cause from this Contract for any lapse in coverage or material change in coverage pursuant to the requirements of Paragraph 36 of the HUD "General Conditions for Construction Contracts – Public Housing Programs" (Form HUD-5370) and the CHA's "Special Conditions of the Contract for Construction", for failure to furnish the CHA with a timely certificate or renewal of certificate, or for making an incorrect or a false representation with regard to provision of the insurance specified in Paragraph 36 of the HUD "General Conditions for Construction Contracts – Public Housing Programs" (Form HUD-5370) and the CHA's "Special Conditions of the Contract for Construction".

- F. **DIVERSITY GOALS:** In its procurement of goods and services, CHA seeks relationships with vendors who share our values for inclusive and equitable contracting opportunities. CHA values contract diversity and is committed to strengthening workforce development and economic opportunities for low-income workers, and Minority, Women, and Disadvantaged Business, including Section 3 Businesses.

1. Summary of Contract Requirements

Type of Contract	M/W/DBE	Section 3 (Labor Hours)	S3 Business subcontracting (> \$250,000)	Davis Bacon
Construction	Yes	Yes	Yes	Yes
Professional Service (licensure required)	Yes	No	Yes	No
Professional Service (non-licensure)	Yes	Yes	Yes	No

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required)				
Professional Services (direct services to residents)	Yes	Yes	No	No
Material & Supply	Yes	No	Yes	No

* if not self-performing

Minimum Thresholds for Contract Diversity:**Minority/Women/Disadvantaged Business Enterprises (M/W/DBEs)**

Certified Minority, Women, and Disadvantaged Business Enterprises (M/W/DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Vendors and their subcontractors or suppliers must take all necessary and reasonable steps to ensure that M/W/DBEs have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds. CHA establishes minimum **thresholds** for all contracts over \$50,001. The percentage is required for the entire project amount and not limited to CHA's funding. Vendors unable to meet the threshold requirement may propose indirect participation subject to CHA's written approval.

Section 3 Business Subcontracting – For contracts >\$250,000, vendors are required to subcontract to Section 3 Businesses, unless self-performing. CHA establishes minimum thresholds. To locate a Section 3 Business visit the Workforce Opportunity Resource Center (WORC) site. Professional Services that directly provide support services for CHA residents are not required to sub-contract to Section 3 Businesses but are encouraged to sub-contract when feasible. Vendors unable to meet the threshold requirement may propose indirect participation subject to CHA's written approval. These may include, but are not limited to mentorship programs, internships, training, and employment opportunities for non-CHA funded projects, or payment into CHA's Workforce & Education Fund.

Section 3 Labor Hours

CHA supports HUD's Section 3 requirement which counts labor hours. All applicable contracts **require at least 25% of the labor hours** performed on a project are done so with Section 3 workers and businesses, of which 5% of those hours must be performed by Targeted Section 3 workers (i.e. CHA residents and HCV participants). Vendors will report these hours via B2Gnow and/or LCPTracker or through required affidavits based on the contract type (HUD Section 3 24 CFR part 75).

Davis Bacon and Minimum Wage Requirements:

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

All CHA contracts must comply with 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 consider the Minimum Wage Requirement in determining its fees for services to be performed or provided by the Respondent under its fee proposal and other submittals. Note that Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) preempt any

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conflicting State prevailing wage rate or the Minimum Wage Requirement when the State prevailing wage rate or the Minimum Wage Requirement is higher than the Federally imposed wage rate (24 CFR 965).

The following chart indicates the goals set by CHA for each type of contract.

Minimum Thresholds

Type of Contract	Contract Amount	MBE/WBE/DBE Participation	Section 3 Business Subcontracting (>\$250,000)	Section 3 Labor Hours (25% of which 5% is through CHA resident hires)***
Construction	\$50,001+	30%	10%	25%
Supply & Delivery	\$50,001 +	20%	3%*	N/A
Professional Services	\$50,001 +	20%	3%**	25%

*Or indirect **excludes direct support service providers *** Required regardless of contract amount

1. Utilization Plan:

This chart is a list of items needed to evaluate a full utilization Plan (UP). All respondents to CHA solicitations must submit a UP which enables CHA to evaluate how they will fulfill contract requirements.

Document Name	To be Completed By	Details
Utilization Plan (UP) M/W/DBE and Section 3 Businesses	Prime Contractor	This Excel worksheet will include all M/W/DBE and Section 3 Businesses subcontracting as well as proposed indirect, etc.
Letter of Intent	Each M/W/DBE and Section 3 subcontractor listed on the UP including a self-performing Prime Contractor	If a Prime is a M/W/DBE and they are self-performing, they must submit a Letter of Intent. A Letter of Intent for each sub-contractor that is MWD/BE or Section 3 Business must also be submitted. The information outlined in the UP must correspond with the Letters.
Letter of M/W/DBE Certification	Each M/W/DBE listed on UP, including a self-performing Prime Contractor	This form must be submitted with every UP and Letter of Intent and include current certification letters. Applications are not accepted.
Waiver Request-M/W/DBE	Prime Contractor	This form is only to be used if a vendor cannot meet their subcontracting requirements and all good-faith efforts, including indirect participation, have been exhausted. The form must include (1) the scope of work and (2) the reason the Prime cannot meet the commitments outlined.

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Other Economic Opportunities (OEO)	Prime Contractor	If vendor is unable to subcontract to a Section 3 Business in full or in part they will need to propose indirect participation through the OEO section on the UP, or make commensurate payment upfront into the Workforce and Education Fund, subject to approval by CHA.
Contract Compliance Certification	Prime Contractor	Acknowledgment by the Vendor of their understanding of the CHA's diversity and inclusion contract requirements.

2. Reporting Requirements:

Contract Requirement	System	Details
Construction Contracts	LCPtracker	Certified Payroll Reports must be entered into LCPtracker weekly. This system also tracks compliance with Davis Bacon and Section 3 hours.
Professional Services	B2GNow	Payments must be entered into B2Gnow for every pay application monthly. This system tracks and verifies Prime and Subcontractor payments made and received.

Additional Information:

(a) **COUNTING M/W/DBE AND SECTION 3 BUSINESS (S3B) CREDIT:** A business that is both self-identified /certified as a Section 3 Business and certified as a M/W/DBE will count towards subcontracting requirements for both the M/W/DBE and Section 3 sub-contracting requirements.

(b) **PROVIDING OPPORTUNITIES TO SECTION 3 WORKERS:** In accordance with 24 CFR part 75.9, Prime and sub-contractors (including Section 3 Businesses) on CHA/HUD-funded contracts must ensure that Section 3 workers are provided economic opportunities with the following preference when applicable: a) residents of the project where the assistance is being provided; b) residents of other public housing or Section 8; c) Youthbuild participants; and d) resident of the metropolitan area.

(c) **SUBSTITUTION/REMOVAL OF SUBCONTRACTOR:** A prime contractor that needs to remove or substitute a subcontractor on its approved utilization plan must submit a written request for the removal or substitution of the subcontractor concerned. Only when Department of Procurement and Contracts (DPC) approves such a request in writing can the removal or substitution of the subcontractor be done by the prime contractor. Under no circumstance should a prime contractor unilaterally remove or substitute a subcontractor on its CHA/HUD-funded contract without prior approval by DPC.

Definitions

Section 3 Business are defined a business that either is a) 51% owned by public housing or housing choice voucher participant(s); b) 51% owned by a low-income person(s); or c) 75% of the labor hours are performed by low-income workers.

Davis-Bacon and Related Acts directs the US Depart of Labor to determine prevailing wage for construction projects.

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Indirect Participation refers to the value of payments made to MWD/BE firms for work that is done outside of the proposed project or commensurate value to S3 Business or CHA residents/participants in other economic opportunities.

Additional information on CHA's contract requirements and forms can be found at www.thecha.org/doing-business.

Respondent shall complete the required diversity requirements in its entirety and submit with their proposal. Refer to Article VIII for CHA's contract requirements. CHA values Diversity, Equity, and Inclusion. Respondents are required to answer the following questions as it relates to DEI.

1. What is your organization's strategy for DEI?
2. What is the racial ethnicity of your Board and staff? What percentage resides in Chicago?
3. Describe any opportunities for CHA residents including any internships, job shadowing, employment or mentorships.

F. 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.

G. SUPPLEMENTARY CLOSE-OUT PROCEDURES: Subsequent to final acceptance, close-out binders shall be required from the Contractor. They shall be reviewed by the CHA's Architect and the CHA's Construction Manager. Upon acceptance and receipt of the binders from the CHA's Architect and the CHA's Construction Manager, the Contractor shall schedule delivery of three (3) copies of the binders to the CHA Construction Manager. Close-out binders should be formatted per the Construction Specifications Institute (CSI) structure and include the following contents:

- i. Approved Submittal Binders
- ii. Maintenance & Warranty Binders
- iii. Close-Out Summary and CSI Division Checklists
- iv. Electronic As-Built Drawings
- v. Applicable Certificates (Substantial Completion, Occupancy, etc.)
- vi. Operation and Maintenance Manuals (Start-Up and Test results, Commissioning and Training Info)
- vii. Warranties

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

H. CONTRACT DOCUMENTS: The Contract Documents, which form the Contract between parties (the "Contract"), include all written modifications, amendments and change orders to this Contract, all Invitation for Bid Form pages when accepted by the CHA, "Amendment(s) to Special Conditions", if any, the "Special Conditions of the Contract for Construction", "Amendment(s) to General Conditions", if any, the HUD "General Conditions for Construction Contracts – Public Housing Programs" (Form HUD-5370)", the "Construction Progress Schedule/Work Schedule" as defined in Paragraph 6 of the HUD "General Conditions for Construction Contracts – Public Housing Programs" (Form HUD-5370) and in the Special Conditions of the Contract for Construction and as amended from time to time pursuant to Paragraph 6, the "Instructions to Bidders for Contracts" (Form HUD-5369)", applicable wage rate determinations from either the U.S. Department of Labor or HUD, the Bid Bond, the Performance and Payment Bond or Bonds or other assurances of completion, the "Technical Specifications", and drawings, if any, Contractor's Affidavit or any other affidavits, certifications or representations the Contractor is required to execute under the Contract with the CHA, MBE/WBE/DBE and Section 3

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Utilization Plans and Instructions to Contractors regarding Affirmative Action under Executive Orders 11246 and 11914, all inclusive (collectively referred to as the "Contract Documents"). In the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The Contract Documents enumerated herein contain the entire Contract between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by the CHA or the Bidder are a part of the contract unless expressly stated therein.

I. 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").

CHA reserves the right to manage and administer the process of obtaining, evaluating eligibility for and monetizing any and all Project Tax Benefits associated with or derived from the Project, Services or Work. The Contractor agrees to cooperate in all reasonable respects with the CHA's efforts to assess, obtain, document and monetize any such Project Tax Benefits derived from the Project, and shall not attempt to procure or claim Project Tax Benefits for itself or any of its affiliated persons or entities without the express direction and consent of the CHA, which shall be in writing in a formal amendment to the Agreement, that shall be duly executed by authorized officers of both the CHA and Contractor.

J. Disclosure Certification

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

The Contractor certifies to be best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated and City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Agency.

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

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

K. 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. CONTRACTOR'S AGREEMENT AND CHANGE ORDERS SUBMITTAL

A. CONTRACTOR'S AGREEMENT: In conformance with the terms and conditions of the Contract

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

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

- B. CHANGE ORDERS:** If the estimated quantity or Scope of Work required by the Contract Documents is increased or decreased during the course of the Project described in this IFB and in the Contract Documents, the CHA’s Contracting Officer may issue Change Orders to increase or decrease the level of effort within the Scope of Work pursuant to the “Changes” provision of the HUD General Contract Conditions for Small Construction/Development Contracts (Form HUD-5370-EZ, Clause 8) or the HUD General Conditions for Construction Contracts (Form HUD 5370-A, Clause 29), as the case may be. The Contractor must first submit a cost proposal for approval by the CHA. The proposal must be submitted on a CHA cost proposal form, along with any other supporting documents requested by the CHA. After award of the contract but prior to the start of the Work, the Contractor will be provided with an Excel version of this CHA cost proposal form for the Contractor’s use in preparing any potential change order cost proposals.

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IX. COST SUBMITTAL: In evaluating this IFB, the CHA will determine whether a Bidder is submitting fair and reasonable Lump Sum. Note: The Lump Sum submitted within this Section IX should be used to calculate the sum of the Lump Sum Base Bid Total (**for electronic submission only**).

IMPORTANT NOTE REGARDING ELECTRONIC SUBMISSIONS:
FOR ELECTRONIC BIDS BEING SUBMITTED THROUGH THE CHA SUPPLIER PORTAL, BIDDERS SHALL COMPLETE AND PROVIDE THE DIVISION COST SUBMITTAL BY ENTERING THEIR BID PRICES THROUGH CHA SUPPLIER PORTAL. DO NOT INCLUDE SECTION IX. LUMP SUM SUBMITTAL AS PART OF YOUR UPLOADED DOCUMENTS.

Building Cost Breakout – CHA Building Signage Project – Multiple Locations	
CHA Building Signage Project - Lump Sum Base Sub-Total (Division No. 2 through Division No. 32)	\$ 258,507.00
<u>GENERAL CONDITIONS</u> The MAXIMUM amount allowed is 6% of the total value of Division No. 2 through Division No. 32 only. General Conditions includes the Bond Premium.	\$ 191,276.58
<u>OFFICE OVERHEAD</u> Costs such as office staff salaries and benefits, office rent and operating expenses, professional fees and other operating costs which are not directly applicable to this specific job. (The MAXIMUM amount allowed is 2% of the lump sum base bid total.)	\$ 5,170.00
<u>PROFIT</u> (The MAXIMUM amount allowed is 6% of the lump sum base bid total.)	\$ 15,510.42
<u>ENVIRONMENTAL ALLOWANCE</u> Strictly limited to all costs incurred by the General Contractor to test and abate potential environmentally hazardous materials not covered in the base scope of work. If the amount in the box is insufficient to cover actual costs associated with environmental testing and abatement, the Contractor will be reimbursed for any additional expenditure through a contract modification. Non-expended funds will be credited to the CHA in the form of a deductive contract modification after substantial completion.	\$9,500.00
<u>CONTRACT CONTINGENCY USAGE</u> Strictly limited for modifications to the contract to the contract documents classified as justified by Discovered Conditions, Document Errors or Omissions and/or Code Compliance changes. If the amount in the box is insufficient to cover actual Discovered Conditions, Document Errors or Omissions and/or Code Compliance changes, the Contractor will be reimbursed for any additional expenditure through a contract modification. Non-expended funds will be credited to the CHA in the form of deductive contract modification after substantial completion.	\$ 19,000.00
<u>PERMIT FEES and PERMIT EXPEDITING COSTS</u> If the amount noted in the box is insufficient to cover actual permit fees and /or permit expediting costs, the Contractor will be reimbursed for any additional expenditure through a contract modification. Non-expended funds will be credited to the CHA in the form of a deductive contract modification after substantial completion.	\$ 18,050.00
LUMP SUM BASE BID TOTAL for the CHA Building Signage Project (Please enter amount on Page 1)	\$ 258,507.00

The General Contractor is responsible for any cost associated with weather conditions to complete the project within the specified contract length of time.

General contractor will not be permitted to use the elevators for construction materials or demolition debris except for a one hour period of time each morning that will be agreed to by CHA Construction Manager, Portfolio Manager and Contractor in writing. In addition, the amount of material by weight will also be limited to 250 pounds per trip. Contractor assumes all liability for damage to designated elevator car during construction use. Contractor can use the elevator for transport of personnel during the day provided the Contractor does not impact the residents use of the elevators. If

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the contractor causes delays for the residents, the Contractor will be barred from elevator usage and required to use the stairs only.

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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.

SMB CONTRACTING INC

(Business/Contractor's Name)

By: Huneza Shujauddin DATE: 6/21/2022
(Huneza Shujauddin)
(Signature) HUNEZA SHUJAUDDIN

(Printed or Typed Name)

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

Address: 2841 83RD STREET

City, State, Zip: DARIEN IL 60561 Taxpayer ID. No:

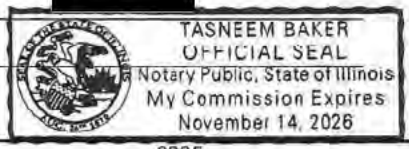
Telephone No: () 708-752-1824 Fax No: ()

Email: CONTRACTINGSMB@GMAIL.COM

(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 21st day of June, 2023
My Commission Expires:

Nov 14, 2026
Tasneem Baker
(Notary Public)



(Vendor Code) [Redacted] Contract No. 12960 (Contract No.) 3235

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 TWO HUNDRED FIFTY EIGHT THOUSAND FIVE HUNDRED AND SEVEN DOLLARS

(\$ 258,507.00) 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 180 DAYS
The "Notice to Proceed" will be issued as a separate document upon submission of all required documents.

DocuSigned by: CHICAGO HOUSING AUTHORITY
Sheila Johnson
By: Sheila Johnson
Date Signed: 9/10/2023

Title: Contracting Officer
CHICAGO HOUSING AUTHORITY
60 East Van Buren St, 8TH Floor
Chicago, IL 60605