



**INVITATION FOR BIDS (IFB)
No. B21003**

TREE TRIMMING SERVICES

INVITATION FOR BIDS (IFB) No. B21003, Tree Trimming Services

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INTRODUCTION

The Amsterdam Housing Authority (hereinafter, “The Agency”) is a public entity to provide federally subsidized housing and housing assistance to low-income families, within the City of Amsterdam, NY. The agency is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy.

Currently, the Agency manages: The agency currently owns and/or manages 70 Public housing units, Family Garden Apartments, and 195 units consist of Senior PBRA Housing units/Tax credit. Manages 2 multi-family apartment complexes totaling 21 units, and manages another 20 satellite units. The Agency currently has approximately 13 employees.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting bids from qualified, licensed, and insured entities to provide the above noted services to the Agency. All bids submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

IFB INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Ms. Carbone.)	Damaris G. Carbone, Executive Director Telephone: (518)842-2894 ext: 105 E-mail: procurement@amsterdamhousingauthority.org TDD/TTY: (518)842-3593
HOW TO OBTAIN THE IFB DOCUMENTS	1. Access https://www.amsterdamhousingauthority.org/bids-solicitations-rfps/ 2. Click on IFB No. B21003 Tree Trimming Services
PRE-BID CONFERENCE	Thursday, April 22, 2021, 10:00 AM ET 52 Division Street, Amsterdam, NY 12010, Main Lobby
QUESTION SUBMITTAL DEADLINE	Wednesday, April 28, 2021, 4:00 PM ET
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	As instructed within Section 3.0 of the IFB document, Submit 1 copy of your “hard copy” bid in a sealed envelope bearing on its face the name and address of bidder and IFB No. B21003 to the agency’s Administrative office.
BID SUBMITAL RETURN & DEADLINE	*Monday, May 10, 2021, 3:00 PM ET 52 Division Street, Amsterdam, NY at which all sealed bids will be publicly read aloud. Bids received after this time will not be accepted and returned to the bidder unopened. All interested parties are invited to attend.

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- 1.0 THE AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not award a contract pursuant to this IFB.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the Contractor(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder (hereinafter, "Contractor") shall provide the services called for in this IFB.
 - 1.5 Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
 - 1.6 Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
 - 1.7 Right to Reject Any Bid.** Reject and not consider any bid or bidder that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bidders offering alternate or non-requested services.
 - 1.8 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
 - 1.9 Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the Amsterdam Housing Authority Website <https://www.amsterdamhousingauthority.org/bids-solicitations-rfps/>, and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the HUD-5369 Instruction to Bidders For Contracts, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time-frame shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.
 - 1.10 Right to Reject – Obtaining Competitive Solicitation Documents.** The Amsterdam Housing Authority website is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the AHA website. Any other group such as a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the AHA website to obtain the documents. The Agency will reject without consideration any response submitted

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from a firm that has not obtained the documents from the AHA website.

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The Agency is seeking bids from qualified, licensed, and insured contractor who are able to provide the following detailed services:

2.1 General Conditions: The Amsterdam Housing Authority (AHA) intends to enter a contract for Tree Trimming Services for locations owned and managed by AHA. The locations consist of approximately 320, dwelling units, to include high-rises, town homes, multi-family complexes. Additionally, the contract may include sites for an affiliate of AHA. Contractor shall provide Tree & Shrub Trimming and related services. All labor, materials, and equipment necessary to professionally complete the service are to be supplied by the Contractor. All equipment used in this service must meet manufacturer's safety requirements and be properly installed and functional. All equipment must be operated in a safe manner. The Contractor must be able to show that they have adequate staff and equipment to perform services for sites which they are under contract. The Contractor is required to meet with the Project Manager, and/or Executive Director prior to each Tree trimming task orders.

2.1.1 Scope Of Work: The successful proposer(s) will provide AHA, Tree & Shrub Trimming services for its existing premises. The contractor shall provide all labor, materials, supplies, equipment and transportation to provide tree & shrub trimming at the locations specified herein as set forth in the Specifications. This service covers all grounds care per the Specifications.

2.1.1.1 Contractor Liability. Contractor will be liable and responsible for any and all damage done to trees, shrubs, bushes, barriers and or any damage done to real property in the course of the resulting contract/order.

2.1.2 Maintenance Contract Administration. Contractor must contact the Agency's Project Manager for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract. Contractor must contact for clarification the Agency's Project Manager for specifications, for visiting the site, and any technical information related to the project.

2.1.3 Frequency and Location of work. Tree trimming services will be provided at the Project manager's request. The Agency's Project Manager's request will contain # of trees to be pruned/trimmed, location of the trees, ideal times for services to be conducted, and the type(s) of service(s) requested.

2.2 Specific Work Requirements. The following tasks will be done ONLY upon the Project Manager's request, and MAY be scheduled on a recurring basis ONLY if approved by Project Manager:

2.2.1 Contractor will be contacted by either Contracting officer (CO) or Project Manager to perform a variety of tasks.

2.2.1.1 Tree Trimming

2.2.1.1.1 The Contractor will provide a clearance of six (6) to

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seven (7) feet from the ground and/or building to the canopy on all trees as conditions allow, and additionally remove any potentially hazardous branches

2.2.1.2 Shrub Trimming

2.2.1.2.1 Trim all arborvitae shrub down to 8’.

2.2.1.3 Dead Wooding

2.2.1.5.1 Contractor will deadwood all requested trees. The Arborist will use appropriate techniques to remove all deadwood to deter insect infestation and hazardous conditions, while promoting healthy growth.;

- 2.2.2** Contractor must provide services in a manner that demonstrates sensitivity to the fact that AHA properties are primarily residential in nature and put the needs of the residents as the foremost priority.
- 2.2.3** The contractor’s employees will be in a uniform and vehicle that identifies the name of the company. The employee should have a name badge or other identification that clearly identifies that he/she is an employee of the company.
- 2.2.4** Contractor’s personnel shall maintain proper ID and wear clothing with company name while working on the agency’s property. No smoking and no alcoholic beverages or drugs will be allowed on the agency’s property.
- 2.2.5** The Contractor shall ensure adherence to all applicable federal, state and local laws, ordinances, rules and regulations. The contractor is responsible for the performance of the work of this project under the existing site conditions. The contractor is responsible for obtaining permits or permissions for the site placement of equipment, or materials storage. The contractor shall be responsible for obtaining all permits necessary for the performance of the work of this project, including lane closures, sidewalk closures, traffic control and signage. The contractor shall comply with all city ordinances include noise limits and no exceptions from city ordinances shall be granted.
- 2.2.6** The Contractor shall supervise and direct the work under this contract in accordance with the requirements contained herein. The Contractor is fully responsible for acts and omissions of its subcontractors (if permitted).
- 2.2.7** The Contractor shall have an industry-approved quality assurance (QA) program in place for all services. The QA program shall ensure successful completion of work.
- 2.2.8** All work shall be accomplished in a first-class, professional manner. All work which does not meet the approval of the Authority shall be immediately corrected. If the work is not corrected, the agency reserves the right to have the work performed elsewhere and the amount due deducted from the Contractor’s invoice.

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2.3 Contractor Responsibility.

- 2.3.1 Labor Rates All-inclusive.** Unless otherwise provided for herein, the unit fees bid shall be all-inclusive all other items, services and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; etc. and the cost of materials. Mobilization may be an additional cost depending on the size of the project, or the proximity of sites to each other.
- 2.3.2 Maintenance Wage Determination (MWD) for maintenance work.** An award from this IFB has the potential to be a multi-year contract for maintenance work or services. The applicable Maintenance Wage Determination (MWD) for 2021 have not been received from HUD at the time that this solicitation was issued. An addendum will be issued as soon as the HUD approved wage determinations are available. Also see section 3.3.2.6.
- 2.3.3 Additional classifications and wage rates.** If the (MWD) does not include a work classification(s) required for the execution of the contract work, the employer (contractor or subcontractor) may request an additional classification(s) and wage rates through the Agency. Generally, additional classifications and wage rates requests are not approved for apprentices, trainees, helpers or welders.
- 2.3.4 Labor Standards compliance monitoring.** Periodic monitoring is conducted to ensure all contractors and subcontractors are performing the contract work in accordance with the applicable labor standards provisions. The two key aspects of periodic monitoring include spot-check reviews of contractor and subcontractor records and on-site interviews with laborers and mechanics employed under the contract.
- 2.3.5 Normal Agency Work Hours.** The Agency's typical work week is Monday-Friday, 8:00 AM to 4:00 PM.

3.0 BID FORMAT.

- 3.1 Two-step Bidding Process.** All bidders will initially submit the documentation/ information detailed within the following listed Step #1 of Table No. 3. Then, the Agency anticipates that it will notify the apparent low bidder to submit, within 5 days after being notified to do so, the information detailed within the following detailed Step #2 within the same Table.
- 3.1.1 Tabbed Bid Submittal.** As may be further described herein, the Agency intends to retain a Contractor pursuant to a "Low Bid" basis also taking into consideration responsiveness and responsibility. Therefore, so that the Agency can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers, which number extends so

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that each tab can be located without opening the bid and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 3]

IFB Section	Tab No.	Description
3.1.1.1	Step #1: Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.	
3.1.1.1.1	1	Form of Bid. This Form is attached hereto as Attachment A to this IFB document. This Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
3.1.1.1.2	2	form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract. This Form is attached hereto as Attachment B to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
3.1.1.1.3	3	form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs. This Form is attached hereto as Attachment B-1 to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3.1.1.1.4	4	Section 3 Business Preference Documentation (Optional Item). For any bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.
3.1.1.2	Step #2: Documentation/information to be submitted, within 5 days, only by the apparent low bidder when directed to do so by the Agency.	
3.1.1.2.1	1	Licensing. Submit under this Tab the license(s) detailed within the following Section 5.4.4 herein.

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3.1.1.2.2	2	Proposed Services. The bidder shall place under this tab documentation further explaining the bidder's services and showing how the bidder intends to fulfill the requirements of the preceding Section 2.0 herein, including, but not limited to: <i>(NOTE: Though the bidder is not limited by such, the Agency anticipates that the total documentation submitted under this Tab will be at a maximum of 1-2 pages.)</i>
3.1.1.2.2.1		The firm's resources (e.g. personnel; equipment) to provide the services.
3.1.1.2.2.2		If appropriate, how staff are retained, screened, trained, and monitored.
3.1.1.2.2.3		The proposed quality assurance program.
3.1.1.2.2.4		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; Internet; etc.).
3.1.1.2.2.5		A complete description of the products and services the firm provides.
3.1.1.2.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the bid submittal.
3.1.1.2.4	4	Managerial Capacity/Financial Viability. The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the bid's qualifications to provide the services, including a description of the background and current organization of the firm.
3.1.1.2.5	5	Client Information. The bidder shall submit a listing of former or current clients, including multi-family housing (e.g. apartment complexes of a similar nature), for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.1.2.5.1		The client's name;
3.1.1.2.5.2		The client's contact name;
3.1.1.2.5.3		The client's telephone number and e-mail address;
3.1.1.2.5.4		A brief narrative description and scope of the service(s) and the dates the services were/are provided.

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3.1.1.2.6	6	Equal Employment Opportunity/Supplier Diversity. The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).
3.1.1.2.7	7	Subcontractor/Joint Venture Information (Optional Item). The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Such information pertaining to subcontractors shall include for each such firm the: firm name; name of contact person; telephone and email address; and the State of New York contractor license number.
3.1.1.2.8	8	Other Information (Optional Item). The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation.
3.1.1.2.9	9	A fully completed Form W-9, Request for Taxpayer Identification Number and Certification (Attachment K, attached hereto).
3.1.1.3		Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 5.4.1 through 5.4.3 herein. NOTE: The apparent successful bidder will NOT deliver these certificates to the Agency—the insurance broker or carrier will do so.
3.1.1.3.1		Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” <u>DO NOT</u> eliminate any of the tabs.
3.1.1.3.2		Bid Submittal Binding Method. It is preferable and recommended that the bidder bind the bid submittals in such a manner that the Agency can, if needed, remove the binding (i.e. “spiral-type” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the bid submittal to its original condition.

3.2 Entry of Proposed Fees.

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3.2.1 *The proposed fees and cost shall be submitted by the bidder and received by the Agency where provided on the "Hard Copy" Bid Form only.*

3.2.2 Pricing Items. The proposed fees (Pricing Items) and cost shall be submitted by the bidder and received by the Agency in a hard copy bid format in a sealed envelope. Any bidder that does not do so may be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful bidder will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically otherwise agreed to by the Agency; etc.

[Table No. 4]

IFB Section	Pricing Item No.	Unit of Measure	Pricing	Service Description
3.2.2.1				
3.2.2.1.1	1	each	\$	Tree Timming/Pruning and associated services
3.2.2.1.2	2	each	\$	Tall Shrub Trimming to 8' (per shrub) and associated services
3.2.2.1.3	3	each	\$	Dead wooding and associated services
3.2.2.1.4	4	each	\$	Small 2-3' shrub trimming and associated services
3.2.2.1.5	5	BID	\$	Grand Total for evaluation purposes Of all tall shrub trimming & Tree Trimming/Pruning. Refer to attached Site Drawing.

3.3 Additional information pertaining to the Pricing Items.

3.3.1 Quantities. All quantities entered by the Agency herein and within the corresponding Pricing Items on the Bid Form are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB, as the Agency anticipates that the ensuing contract may be a Requirements Contract, in which case the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services the Agency requires. Please note the immediate following exception to the aforementioned "Requirements Contract" language.

3.3.2 Entry of Fees. Bidders are required to submit a bid, where provided for within the Bid Form, for each and every Pricing Item detailed within Table No. 4. Whereas no additional bid prices can or will be received after the bid submittal deadline, any

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bidder that does not comply with this requirement shall be rejected without further consideration.

3.3.2.1 Determination of the Lowest Calculated Cost. After a bidder has entered his/her proposed unit costs for the Pricing Items, the Contractor will total the proposed unit costs by the listed quantities. The total sum of all the line items will determine the lowest bidder.

3.3.2.2 No Negotiation of Proposed Fees after the Submittal Deadline. The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, bidders are strongly cautioned to submit a realistic price for each Pricing Item identified within the preceding Table No. 4 herein that the bidder chooses to submit a proposed cost for.

3.3.2.3 Review the Entry of Proposed Fees. The Agency strongly recommends that each bidder, make a copy of the proposed fees within the Bid Form "Hard Copy", and review the entry to ensure that the bidder has entered the proposed fees correctly and as the bidder intended to meet the requirements. The bidder will NOT be able to correct this entry after the posted deadline has expired.

3.3.3 Potential Escalation of Labor Rates. At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs.

3.3.3.1 Notification Must Be Received from the Contractor. The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

3.3.3.2 Right to Reject. As stated within the preceding Section 3.3.3, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the successful bidder has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):

3.3.3.2.1 Step No. 1. The successful bidder submits his/her written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period (please see the preceding Section 3.3.3.1 herein);

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3.3.3.2.2 **Step No. 2.** The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the successful bidder as to if the request is approved or rejected;

3.3.3.2.3 **Step No. 3.** If rejected and the successful bidder wishes to, as a result, cease providing the services to the Agency, the successful bidder has 10 days from the receipt of the written notice of rejection to deliver to the Agency CO a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice);

3.3.3.2.4 **Step No. 4.** The Agency will then endeavor to ensure that the Agency makes other arrangements to replace the successful bidder (e.g. contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the original successful bidder, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

3.3.4 **Overtime.** Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The Agency shall consider regular time to be Monday-Friday (excluding holidays), 8:00 AM – 4:30 PM. Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates herein for any work the Agency requires the successful bidder to work specifically during non-regular-time hours; however:

3.3.4.1 The Agency shall NOT be responsible to pay the successful bidder for any work that the successful bidder CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work “after hours” is due to the Contractor’s lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a “non-normal” action by the Agency or an “Act of God” causes the Contractor to work “after hours” to solve the problem, then aforementioned overtime rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

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- 3.3.5 HUD Maintenance Wage Rates Determination (MWRD).** Please see Attachment G-7, attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), the Agency must ensure that Contractors do not pay its employees that perform such work for the Agency at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a bid, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within Attachment G-8, attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor may not be required to submit certified payrolls; however, the Contractor must make its payroll records available to either the Agency or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply.
- 3.3.6 Davis-Bacon Prevailing Wage Rates.** As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the Agency needs the successful bidder to provide services that require the successful bidder to pay Davis-Bacon for a specific task order pertaining to the ensuing contract, then to compensate the successful bidder for any amount that the applicable Davis-Bacon rates are greater than the portion of the applicable hourly fees listed within the Pricing Items identified within the preceding Table No. 4 herein that the Contractor actually pays to each such person performing the work, as verified by payroll records (or any similar hourly fee that is increased as a result of Section 3.3.3 herein), the Agency shall:
- 3.3.6.1** Ascertain the applicable portion of the hourly wage rate(s) that is actually paid to the Contractor's employee;
 - 3.3.6.2** Ascertain the current applicable Davis-Bacon Wage Rate(s) that applies;
 - 3.3.6.3** Ascertain the difference between the two rates, which amount the Agency will pay to the successful bidder for that task order only to compensate the Contractor for the difference in pay between the rate the Contractor normally pays the employee and the rate the Contractor is required to pay the employee as the result of the Davis-Bacon law.
- 3.3.7 Prior Agency Approval Required.** Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of the Agency representative (via delivery of a Task Order, which may take the form of an email). Failure to abide by this directive shall release the Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.
- 3.3.8 No Deposit/No Retainer.** The Agency will NOT pay any deposits or retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the

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successful bidder(s) for actual hours worked only. The Contractor will be required to submit a full back-up detail of all hours worked, listed by no less than the "10-minute" or "15-minute" standard.

- 3.4 Bid Submission Responsibilities.** All pricings must be entered where provided within the Bid Form, "hard-copy" must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of two (2) original signature copy of the Bid Form "hard copy" bid submittal, shall be placed unfolded in a sealed package, and addressed to:

**Amsterdam Housing Authority
Attention: Damaris G. Carbone, Executive Director
52 Division Street, Amsterdam, NY 12010**

- 3.4.1 Exterior of Submittal Package.** The package exterior must clearly denote the above noted IFB number and must have the bidder's name and return address. Bids received after the published deadline will not be accepted, except as may be provided for otherwise herein.
- 3.4.2 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing the housing authority website, and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.
- 3.4.3 Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that bidder to not be considered for award.

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3.5 Proposer's Responsibilities — Contact with the Agency. It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the Agency to not consider a bid submittal received from any bidder who may not have abided by this directive.

3.5.1 Addenda. All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the Agency and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.

3.6 Proposer's Responsibilities — Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.6.1 Within 2 CFR §200.321 it states:

3.6.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3.6.1.2 (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.6.1.3 (2) Affirmative steps must include:

3.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3.6.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

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- 3.6.1.3.4** (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 3.6.1.3.5** (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 3.6.1.3.6** (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.6.2 Within **HUD Procurement Handbook 7460.8 REV 2** it states:

- 3.6.2.1** Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.
- 3.6.2.2** Section 15.5.B, Goals. <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.6.3 Within our **Agency Procurement Policy** it states that our Agency will:

3.6.3.1 Assistance to Small and Other Business, Required Efforts:

- 3.6.3.1.1** Including such firms, when qualified, on solicitation mailing lists;
- 3.6.3.1.2** Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources;
- 3.6.3.1.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

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- 3.6.3.1.4** Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- 3.6.3.1.5** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- 3.6.3.1.6** Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
- 3.6.3.1.7** Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.7 Pre-bid Conference. The scheduled pre-bid conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less (not including the ensuing walk-through of the properties, if the quoter chooses to do so), though such is not guaranteed. The purpose of this conference is to assist prospective bidders in having a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the Agency will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, the Agency **will not** distribute at this conference any copies of the IFB documents.

3.8 Recap of Attachments. It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

[Table No. 5]

IFB Section	Document No.	Attachment	Attachment Description
3.8.1	1.0		This IFB Document
3.8.2	2.0	A	Form of Bid
3.8.3	3.0	B	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>

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3.8.3.1	3.1	B-1	*form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs</i>
3.8.4	4.0	C	Profile of Firm Form
3.8.5	5.0	D	Section 3 Form Submittal Form
3.8.5.1	5.1	D-1	Section 3 Explanation
3.8.6	6.0	E	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.8.6.1	6.1	E-1	*form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts, Public and Indian Housing Programs</i>
3.8.7	7.0	F	<i>Supplemental Instructions to Bidders & Contractors (SIBC)</i>
3.8.8	8.0	G	Agency Sample Contract Form (PLEASE NOTE: This contract and the noted appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so.)
3.8.8.1	8.1	G-1	Sample Contract Appendix No. 1: form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
3.8.8.2	8.2	G-2	Sample Contract Appendix No. 2: form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
3.8.8.3	8.3	G-3	*Sample Contract Appendix No. 3: form HUD-5370 (1/2014), <i>General Conditions for Construction Contracts-Public Housing Programs</i>
3.8.8.4	8.4	G-4	*Sample Contract Appendix No. 4: HUD-92554M (Rev. 04/11), <i>Supplementary Conditions of the Contract for Construction</i>
3.8.8.5	8.5	G-5	*Sample Contract Appendix No. 5: form HUD-2554, <i>Supplementary Conditions of the Contract for Construction</i>
3.8.8.6	8.6	G-6	*Sample Contract Appendix No. 6: Form HUD-4010 (06/2009), <i>Federal Labor Standards Provisions</i>
3.8.8.7	8.7	G-7	*Sample Contract Appendix No. 7: <i>form HUD-92010 (3/2006), Equal Employment Opportunity Certification</i>
3.8.8.8	8.8	G-8	Sample Contract Appendix No. 8: HUD FORM 52158 (04/2005), <i>Maintenance Wage Rate Determination</i> (NOTE: Whereas we have not received this updated 52158 form from HUD, we have attached hereto FORM HUD 4750 which will substitute for the HUD FORM 52158 until HUD returns such updated form to us.)
3.8.8.9	8.9	G-9	Sample Contract Appendix No. 9, <i>Section 3 Plan</i>
3.8.8.10	8.10	G-10	Sample Contract Appendix No. 10: Task Order form

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3.8.8.11	8.11	G-11	Sample Contract Appendix No. 11: form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
3.8.8.12	8.12	G-12	Sample Contract Appendix No. 12: Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
3.8.8.13	8.13	G-13	Sample Contract Appendix No. 13: <i>Sworn Statement under Section 287.133(3)(A), New York Statutes, on Public Entity Crimes</i>
3.8.9	9.0	H	<i>Justification of Contractor Availability form</i>
3.8.10	10.0	I	<i>Overview of Agency Developments</i>
3.8.11	<p>*PLEASE NOTE: The documents listed within this table marked with an asterisk (“*”) pertain to construction services only (the other listed similar adjoining HUD documents pertain to maintenance services). There may be additional HUD-required documents that pertain to construction-related issues that are not listed herein, such as documents pertaining to payroll issues; and by submitting a bid in response to this IFB the bidder thereby agrees, if awarded, to complete and submit such documents as required by HUD.</p>		

4.0 BID EVALUATION.

4.1 Public Bid Opening. At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount bid. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the Agency reserves the right to, as determined by the Agency, “waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.

4.1.1 Ties. In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

4.2 Responsive Evaluation. After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms

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not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made).

4.3 Responsible Evaluation. The Agency will evaluate each bid submitted as to responsibility (e.g. a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

4.3.1 Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

4.4 Restrictions. Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5.0 CONTRACT AWARD.

5.1 Contract Award Procedure. If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

5.1.1 By completing, executing and submitting a bid, the “bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, in hard copy including the contract clauses already attached as Attachments G and G-1 through G-13, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this IFB:

5.2.1 Contract Form. The Agency will not execute a contract on the Contractor’s form— contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1 through G-13 each attached hereto), and by submitting a bid the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the IFB process (prior to the posted question deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency’s contract form. It is the responsibility of each prospective bidder to notify the Agency, in writing, prior to

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submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

5.2.1.1 Mandatory HUD Forms. Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.

5.2.2 Assignment of Personnel. The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

5.2.3 Unauthorized Sub-contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

5.3 Contract Period. The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.

5.4 Licensing and Insurance Requirements. Prior to award (but not as a part of the bid submission) the *Contractor* will be required to provide:

5.4.1 Workers Compensation Insurance. An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);

5.4.2 General Liability Insurance. An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;

5.4.3 Automobile Insurance. An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle

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must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

5.4.4 City/County/State Business License. If applicable, a copy of the bidder’s business license allowing that entity to provide such services within the City of Amsterdam, Montgomery County, and/or the State of New York.

5.4.5 Certificates/Profile of Firm Form. Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each bidder is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the bid submittal—we will garner the necessary documents from the successful bidder prior to contract execution).

5.5 Right to Negotiate Final Fees. The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated bidder may, at the Agency’s options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated bidder.

5.6 Contract Service Standards. All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.

5.7 Prompt Return of Contract Documents. Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 10 workdays of notification by the Agency.

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