

INVITATION FOR BIDS (IFB) No. B20001  
Vacant Unit Painting Services



**GLOVERSVILLE**  
**HOUSING AUTHORITY**  
HOUSING FOR FAMILIES, SENIORS, DISABLED

Damaris G. Carbone, Interim Executive Director

181 West Street, Gloversville, NY 12078

[www.gloversvillehousingauthority.com](http://www.gloversvillehousingauthority.com)

# INVITATION FOR BIDS (IFB) No. B20001, Vacant Unit Painting Services

## IFB Document

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# INVITATION FOR BIDS (IFB) No. B20001, Vacant Unit Painting Services

## INTRODUCTION

The Gloversville Housing Authority (hereinafter, “The Agency”) is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families, within the City of Gloversville, 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 293 Low-income Public housing (PHA) units. 85 Units consist of family units and 208 units consist of senior housing units.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting sealed bids from qualified, licensed, and insured entities to provide the services for a General Construction Contract. 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]

<b>AGENCY CONTACT PERSON</b> (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Ms. Carbone.)	Damaris G. Carbone, Interim Executive Director Telephone: (518) 773-7308 E-mail: <a href="mailto:director@ghahousing.com">director@ghahousing.com</a> TDD/TTY: 1-800-545-1833 Ext 341
<b>HOW TO OBTAIN THE IFB DOCUMENTS</b>	1. Access <a href="http://www.gloversvillehousingauthority.com/procurement/">www.gloversvillehousingauthority.com/procurement/</a> 2. Click on IFB No. B20001 Vacant Unit Painting Services
<b>PRE-BID CONFERENCE &amp; WALKTHROUGH</b>	Tuesday, March 10, 2020, 10:00 AM ET 181 West Street, Gloversville, NY 12078, Main Lobby
<b>QUESTION SUBMITTAL DEADLINE</b>	Friday, March 13, 2020, 4:00 PM ET
<b>HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL</b>	1. Complete pages 33 and 34 sign date and print company name on each page. 2. Submit in a clearly marked sealed envelope to GHA Administrative offices at 181 West Street Gloversville NY 12078.
<b>BID SUBMITAL RETURN &amp; DEADLINE</b>	*Thursday, March 19, 2020, 2:00 PM ET 181 West Street, Gloversville, 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 to 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 successful bidder(s).
  - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) 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 that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids 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 Gloversville Housing Authority Website at <https://www.gloversvillehousingauthority.com>, the 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 Gloversville 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 GHA 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 GHA 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 GHA website.

**2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The purpose of this IFB is to form a pool of contractors that the Housing Authority may draw from an indefinite quantity contract for vacant unit painting work and minor repair. The Agency is seeking bids from qualified, and insured entities to provide the following detailed services:

**2.1 General Conditions.** The Agency periodically has need of a Contractor to prepare vacant units for occupancy (though the Agency may also choose to direct the Contractor to address an occupied unit. The Agency anticipates that it will utilize the contract(s) that ensue from this IFB to potentially supplement the work of the Agency's in-house staff (e.g. the Agency's in-house staff will most likely continue to paint and clean some units, but will, on an as-needed basis, contract out some units to the successful bidder(s)).

[Table No. 3]

DEVELOPMENT	ADDRESS
Forest Hill Towers	31 Forest Street, Gloversville, NY
DuBois Garden Apartments	181 West Street, Gloversville, NY
Kingsboro Towers	2 Frontage Road, Gloversville, NY

**2.1.1 Response Time.** Once ordered to proceed with work at a specific unit by the Agency, the Contractor shall complete the painting of a unit in no more than 3 full work days for units in the towers. The contractor shall complete the painting of a garden type apartment unit in no more than 3-5 full work days. Contractor will be required to complete the entire work to the satisfaction the Gloversville Housing Authority.

**2.1.2 Debris Ensuing from the Painting and Cleaning Work.** As the Agency does not have community dumpsters, the Contractor shall remove from the Agency site and appropriately dispose of all debris generated from the painting and cleaning work detailed herein.

**2.1.3** All surfaces to be painted shall be dry and clean free of all dirt, grit, grease, and foreign substances. All loose, peeling, or scaling paint will be removed and patched properly.

**2.1.4** Any cracked, bulging, or gouged wall or ceiling surfaces shall be spackled and sanded smooth. Loose, peeling, blistering, and scaling paint shall be removed. All rough edges will be feather into a smooth wall or ceiling surfaces. All spackled and sanded areas will be primed prior to painting.

**2.1.5** Any holes larger than a doorknob (3" in size) should be reported immediately to the agency's Project Manager, prior to beginning any work. Additional contract charges can be agreed to at that time. Any, additional charges in any one unit must be pre-approved by the agency's Contracting Officer.

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- 2.1.6** All work will be done in a neat and orderly manner; drop cloths will be used to cover floors, spills will be cleaned up. Contractor is responsible to leave the unit free of all work-related debris, when all work is completed.
- 2.1.7** All work will be done in a neat and clean manner by experienced, capable workers.
- 2.1.8** Finished coat or coats will be of the exact shade(s) texture and consistency as approved by the agency. The Contractor shall not change the color of any paint previously approved by the agency, unless authorized to do so in written memorandum.
- 2.1.9** The finished work shall be free of runs, sags, and defective brushing or rolling.
- 2.1.10 Protection**
- 2.1.10.1** The contractor shall protect the floors and other finish work from damage during the execution of the work.
- 2.1.10.2** The contractor shall be responsible for any damages to other work and shall, at his own expense, replace any materials which, in the opinion of the agency, have become damaged to such an extent they cannot be restored to their original condition.
- 2.1.11 Touching Up:** At the completion of the work specified, all painted work shall be touched up and restored where damaged, defaced, or defective, and the entire work left free from blemishes. Punch lists issued by the agency for correction of defective work must be completed within 24 hours from date of issue.
- 2.1.12 Supervision**
- 2.1.12.1** The Contractor will be required to meet with the Agency's Project Manager as required in order to schedule and inspect all work. These meetings shall take place on an as needed basis. The purpose of these meetings is to schedule the required workload.
- 2.1.12.2** Once a work order schedule is set, strict adherence to that schedule will be crucial. Other work tasks needed to complete and make the unit ready for rental depends on quick entry and completion of work by the contractor.
- 2.1.13 Final Inspection**
- 2.1.13.1** The contractor will notify the Agency's Project Manager when work is completed. The work will be inspected in an expedient manner, and if there are no problems, approval will be issued for payment as previously stated.
- 2.1.13.2** The Project Manager may assign partial or all inspections to a designee. For example: Supervisor of grounds and maintenance.

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- 2.2 Specific Painting Services Requirements.** It is anticipated that the interior of the unit will typically be fully painted, though it is possible that the Agency will only require the Contractor to provide “touch-up” painting services (such “touch-up services” will typically be negotiated and priced per an appropriate—as approved by the Agency.
- 2.2.1 Full-unit Painting.** Unless otherwise specified by the Agency when the Task Order for a unit is issued, the Contractor will be required to fully paint all interior areas of a unit, including: walls; ceilings; interior trim; closet interior and doors; and door casings; and exterior doors, and door casings.
- 2.2.2 Paint Application/Clean-up.** The Contractor shall take care to not apply paint or “over spray” to any hardware; cabinets; windows; plumbing and electrical fixtures; flooring; etc.; and shall in a timely manner, prior to final cleaning detailed within the following Section 2.3.2, remove or clean-up any such inadvertent application or “over spray.”
- 2.2.3 Specific Required Painting Services.** Each time a unit is painted, the Contractor shall:
- 2.2.3.1** Remove all electric cover plates and light fixtures prior to painting; if not damaged, clean the plates and fixture; then re-install after painting. (NOTE: The Agency reserves the rights to, at its option, require the Contractor to re-install new plates and fixtures provided by the Agency.)
- 2.2.3.2** Patch and sand small holes (“small,” meaning 1 inch or less).
- 2.2.3.3** Thoroughly prepare all walls, ceiling, trim, and doors prior to painting, including, but not limited to: clean and bleach all mildew areas, scrape away cracked and flaking paint, smoothing all bumps; and dust and clean painted surfaces.
- 2.2.3.4** Paint all interior doors, trim, walls, and ceiling, with two coats (or as many as directed), each as directed by the Agency.
- 2.2.3.5** The methods that the Contractor will utilize to paint the units is rolling or spraying. It is the Contractor’s responsibility to ensure that the non-painted surfaces within the unit are protected from over spray or drippings (“Non-painted surfaces” include but are not limited to: floors; windows; appliances; cabinets; fixtures; etc.).
- 2.2.3.6** **Paint.** To ensure consistency in the type of paint used, the Agency will supply to the Contractor the paint required to provide the painting services detailed herein. Such paint will be picked up by the Contractor at either an Agency location or a supplier, either as directed by the Agency. The Contractor will provide all other tools, equipment, and

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supplies to complete the painting work.

### 2.2.4 Texture Services.

2.2.4.1 Approximately 100% of the units have textured interior ceiling surfaces.

2.2.4.2 Generally speaking, all stated requirements herein pertaining to painting services also pertain to texturing services.

### 2.3 Contractor Responsibilities.

2.3.1 **Labor Rates All-inclusive.** Unless otherwise provided for herein, the labor 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.

2.3.2 **Permits.** If required, the Contractor shall obtain all required permits pertaining to any assigned work (NOTE: The Agency will reimburse the Contractor for the government-mandated fees pertaining to such permits, but not for additional labor).

2.3.3 **Debris.** Clean work areas daily, at the end of the work day, of all work-generated debris; DO NOT leave any debris outside of the unit.

2.4.3.1 NOTE #1: As stated within the preceding Section 2.1.2 herein, such debris must be removed from the site daily by the Contractor; DO NOT use apartment garbage cans to dispose of debris.

2.4.3.2 NOTE #2: The empty paint containers must be returned to the Agency.

2.3.4 **Normal Agency Work Hours.** The Agency's typical work week is Monday-Friday, 7:00 a.m. to 4:00 p.m., with a 12:00 p.m. to 12:30 p.m. lunch break.

2.3.5 **Unit Keys.** Whereas the Contractor may choose to work to complete the services on days or at times other than those identified, once the Contractor has been assigned a unit to work in the Contractor will pick-up from the Agency Site Manager a door key for the assigned unit. Failure on the part of the Contractor to return the key within 1 work-day of completing the work at the assigned unit will result in a charge of \$100.00 by the Agency to the Contractor for the lost or unreturned key. This charge will allow the Agency to re-key the unit. If such occurs, the Agency reserves the right to deduct this charge from the ensuing invoice submitted by the Contractor pertaining to that assigned unit.

2.4 **Service Locations.** Services will be provided at the Agency sites detailed within Attachment I, attached hereto, and as further detailed within the following Table No. 4 herein.



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- 2.5 Possible Construction-related Work.** Though the Agency shall reserve the right to contract with the successful bidder(s) to provide what may eventually be determined to be construction-related work, most specifically for painting services (hence, the inclusion of a number of HUD forms are attached hereto that relate to construction-related services and additional clauses pertaining to Davis-Bacon), such task order awards for construction-related work will be atypical in that the Agency will typically use the successful bidder(s) for on-call work. Any such work determined to be construction-related will not be major in nature, but typically will be for such things as the rehabilitation of a fire-damaged unit.
- 2.5.1 Bonds.** The purpose of this IFB is to typically award work with a value less than \$5,000 per task order (typically, perhaps much less). Therefore, we do not anticipate that payment and performance bonds will be typically necessary. However, in the rare case that such bonds are necessary for a task order, the Agency will negotiate with the Contractor a fair and reasonable cost to reimburse the Contractor for such, which cost will NOT include any profit and overhead for providing such bond(s), if required by the Agency.
- 2.6 Method of and Procedure to Award (Task Order).** The Agency will retain the right to contract with any of the bidders as a result of this IFB, which contracting shall occur in the following manner (this is sometimes called “forming a pool” of contractors that the Agency may draw from):
- 2.6.1** As detailed within the following Section 3.3 herein (most specifically, Section 3.3.1), if a pool of contractors is formed, each bidder will be ranked by the total calculated bid sum submitted in response to this IFB. Please also see IFB Attachment H, attached hereto.
- 2.6.2** When the Agency has need of work in each service area, the Agency staff assigned will contact the 1<sup>st</sup>-ranked Contractor to ascertain as to whether or not that Contractor is available to do the work within the reasonable time-frame the Agency has established for that work (typically, “reasonable” shall be met at the site within 1 work day and begin work within 1 work day thereafter). If the 1<sup>st</sup>-ranked Contractor is not available, the Agency will proceed to the next-ranked Contractor, and so forth, until the Agency has located an available Contractor. The Agency will use the form attached as IFB Attachment H, attached hereto, to record this information.
- 2.6.2.1 “Typical” Definition Pertaining to Emergencies.** There may be instances when it is not reasonable to wait for the needed services to be completed, when service is required from a Contractor immediately, meaning a Contractor is needed to drive to the site quickly. In such cases the Agency reserves the right to (and probably will) suspend the one-day required response time defined within the immediate preceding Section 2.7.2 and will seek a Contractor who within the previously described pool rotation who is immediately available.
- 2.6.3 Procedure to Award (Task Order).** Once an available Contractor has been chosen (as detailed within the preceding Section 2.7 herein), the Contractor and the Agency

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representative will meet at the applicable unit or site, conduct the inspection, and mutually determine the extent of the required work and arrive at an agreed-upon cost, which shall be calculated based upon the unit costs listed within the appropriate appendix of the contract).

**2.6.4 Unit Costs All-inclusive.** Please remember that, 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.

**2.7 Previous/Current Contractor(s).** The Agency has not retained or utilized a contractor for these services in a number of years.

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### 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 the following Table No. 3 herein. Then, the Agency anticipates that it will notify the apparent low bidder(s) 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(s) pursuant to a “Low Bid” basis by placing firms in a “Pool,” 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 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
<b>3.1.1.1</b>	<b>Step #1:</b> Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.	
<b>3.1.1.1.1</b>	<b>1</b>	<b>Bid Form</b> This Form is attached hereto as Attachment A 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.
<b>3.1.1.1.2</b>	<b>2</b>	<b>form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract.</b> 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.
<b>3.1.1.1.3</b>	<b>3</b>	<b>form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs.</b> 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.

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3.1.1.1.4	4	<b>Section 3 Business Preference Documentation (Optional Item).</b> 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.
3.1.1.1.5	<b>NOTE:</b> As directed within the following Section 3.2, bidders <b>MUST NOT</b> submit any pricing accompanying this above required documentation; pricing shall be submitted online only.	
3.1.1.2	<b>Step #2:</b> 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	<b>Licensing.</b> Submit under this Tab the license(s) detailed within the following Section 5.4.5 herein.
3.1.1.2.2	2	<b>Proposed Services.</b> 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: <b><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></b>
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 control 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	<b>Profile of Firm Form.</b> 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.

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3.1.1.2.4	4	<b>Managerial Capacity/Financial Viability.</b> The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (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	<b>Client Information.</b> 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.
3.1.1.2.6	6	<b>Equal Employment Opportunity/Supplier Diversity.</b> 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	<b>Subcontractor/Joint Venture Information (Optional Item).</b> 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	<b>Other Information (Optional Item).</b> The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation.

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<b>3.1.1.2.9</b>	<b>Insurance Certificates.</b> 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—the insurance broker or carrier will do so.
<b>3.1.1.2.10</b>	<b>Optional Tabs.</b> 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.
<b>3.1.1.2.11</b>	<b>Bid Submittal Binding Method.</b> 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.

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### 3.2 Entry of Proposed Fees.

**3.2.1** *The proposed fees shall be submitted by the bidder and received by the Agency as a "hard copy."*

**3.2.2 Pricing Items.** The proposed fees (Pricing Items) shall be submitted by the bidder and received by the Agency. Enter or refer to any fees or costs within the 4-tab "hard copy" bid submittal detailed within Section 3.0—any bidder that does 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.	U/M	Description	Total Price
<b>3.2.2.1</b>	<b>Unit Painting Services (paint only—already textured)</b>			
<b>3.2.2.1.1</b>	<b>Site No. 1: Forest Hill Towers Apartments</b>			
<b>3.2.2.1.1.1</b>	<b>1</b>	<b>Units</b>	<b>0-bedroom Unit</b>	
<b>3.2.2.1.1.2</b>	<b>2</b>	<b>Units</b>	<b>1-bedroom Unit</b>	
<b>3.2.2.1.2</b>	<b>Site No. 2, Kingsboro Towers</b>			
<b>3.2.2.1.2.1</b>	<b>3</b>	<b>Units</b>	<b>1-bedroom Unit</b>	
<b>3.2.2.1.2.2</b>	<b>4</b>	<b>Units</b>	<b>2-bedroom Unit</b>	
<b>3.2.2.1.3</b>	<b>Site No. 3: DuBois Garden Apartments</b>			
<b>3.2.2.1.3.1</b>	<b>5</b>	<b>Units</b>	<b>2-bedroom Unit</b>	
<b>3.2.2.1.3.2</b>	<b>6</b>	<b>Units</b>	<b>3-bedroom Unit</b>	
<b>3.2.2.1.3.3</b>	<b>7</b>	<b>Units</b>	<b>4-bedroom Unit</b>	
<b>3.2.2.1.3.4</b>	<b>8</b>	<b>Units</b>	<b>5-bedroom Unit</b>	

### 3.3 Additional Information Pertaining to the above Pricing Items.

**3.3.1 Quantities.** 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

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amount of services the Agency requires. Please note the immediate following exception to the aforementioned "Requirements Contract" language.

**3.3.1.1 Exception to 3.3.1.** Though the Agency anticipates that it might make award to one firm only, the Agency retains the right to, at any time during the ensuing contract period(s), complete award to more than one contractor if the Agency determines that such is in its best interests. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:

**3.3.1.1.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount.** As may be further detailed herein, most specifically within the preceding Section 3.3.1.1, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$1,000; (b) NMCA: \$25,000 (each shall be annual amounts).

**3.3.1.1.2 Exceptions Pertaining to the GCMA.**

**3.3.1.1.2.1** The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of 3 requests from the Agency to be available for work during the contract period.

**3.3.1.1.2.2** (PLEASE NOTE: This clause does not pertain to any firm that, as detailed within the preceding Section 3.3.1.1.2.1, has had the GCMA declared null and void during the current contract period). If, during the final 3 months of the contract period, the Agency has not made a task order award to any Contractor(s) in the pool that would ensure that award(s) to the Contractor reaches the \$2,000 GCMA, the Agency shall retain the right to suspend the process detailed within Section 2.5 herein and complete an award directly



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to any such Contractor, thereby reaching the GCMA (once the GCMA has been met, this exception is no longer available during that contract period and the procedure set within Section 2.5 is again in affect).

**3.3.1.2** **How we arrived at each of the unit quantities identified within the preceding Table No. 4 herein.** The Agency anticipates (but does not guarantee) that it will “turn” vacant units at the approximate rate of 40% during any year. Accordingly, we have set the estimated quantity (“Qty”) figures for each bedroom size listed within the preceding Table No. 4 herein at approximately 40% of the total units for each bedroom size. Please remember that the Agency reserves the right to require the successful bidder(s) to provide services at any number of units the Agency requires during any period of time. Please remember, total unit breakdowns at each development can be viewed within IFB Attachment I, attached hereto.

**3.3.2** **IMPORTANT NOTICE!!! Entry of Proposed Costs.** Proposers must submit, where provided on the Bid Form of the “Hard Copy”, a cost for each and every Pricing Item detailed within the preceding Table No. 4 herein.

**3.3.2.1** **Realistic Cost Proposed for each Pricing Item.** Each bidder is strongly encouraged to enter a realistic cost for each Pricing Item, especially the hourly fees required. Accordingly, it is the Agency's opinion that it is very much in the best interests of the bidder to propose a realistic for each and every Pricing Item. If, despite this warning, the successful bidder proposes a fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful bidder to, at contract execution, present a cash bond in a suitable amount (e.g. \$5,000.00, which the Agency will hold during the term of the ensuing contract period) to ensure that the successful bidder will fulfill his/her obligation in this matter.

**3.3.2.2** **Determination of the Lowest Calculated Costs.** After a bidder has submitted his/her proposed unit costs for the Pricing Items, the Agency will review the proposed unit costs. The total sum of all the line items will determine the lowest bidder and/or the ranking order for placement within the ensuing pool of contractors that may be formed.

**3.3.2.2.1** The Agency reserves the right to not place any bidder within the aforementioned pool that, in the opinion of the Agency, proposes a cost that is deemed by the Agency to be unreasonable. For example (the following named costs are examples only and not to be utilized as a “target” cost to be proposed), if it is the Agency's

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opinion that a reasonable hourly fee for the services is \$800.00/unit and a bidder proposes a fee of \$1,200.00/unit, then the Agency reserves the right to make a determination that the costs proposed are not reasonable).

**3.3.2.3 Assumption.** Pertaining to the Pricing Items listed within Table No. 4, it shall be the Agency's assumption that the successful bidder has:

**3.3.2.3.1** Based his/her proposed pricing for Pricing Items 1-11 upon the proposed rates submitted by the bidder for Pricing Items No. 1-11; and

**3.3.2.3.2** By submitting a bid in response to this IFB, the successful bidder automatically agrees that such is accurate. Accordingly, the Agency may use such assumption, if necessary, to do any lump-sum bid breakdown calculation that may be needed during the ensuing contract period(s).

**3.3.2.5 Supplies/Materials (Pricing Items No. 1-11).** Each bidder shall enter the proposed cost for these Pricing Items where provided for within the Bid Form. Please note that this fee bid shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site.

**3.3.2.5.1** Also, the Agency reserves the right to:

**3.3.2.5.1.1** Require the Contractor to garner such needed supplies directly from the Agency; and/or

**3.3.2.5.1.2** Procure directly from a supplier of the Agency's choosing any supplies/materials that the Contractor may require to be able to provide the listed services.

**3.3.2.5.1.3** In any case, the Agency anticipates (and shall require) that the Contractor will procure such supplies/materials from suppliers at a fair and reasonable "market rate" cost. The Agency reserves the right to not reimburse the Contractor for any portion of any such costs that are deemed by the Agency to be unfair and unreasonable ("deemed,"

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meaning in the opinion of the Agency, based on a comparison of such costs with costs for similar items that may have been or could have been procured as detailed within the immediate preceding Section 3.3.2.5.1.2).

**3.3.2.6 HUD Maintenance Wage Rates Determination (MWRD).** Please see Attachment G-8, 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.

**3.3.2.6.1** 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.

**3.3.2.6.2** To be clear, unless the Agency declares a job to be construction-related (see the immediate following Section 3.3.2.7), which will be atypical, the Contractor shall assume that all remaining work assigned by the Agency will be maintenance-related; accordingly, the MWRD will typically apply to the work.

**3.3.2.7 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

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verified by payroll records (or any similar hourly fee that is increased as a result of Section 3.3.3 herein), the Agency shall:

- 3.3.2.7.1** Ascertain the applicable portion of the hourly wage rate(s) that is actually paid to the Contractor's employee; then
- 3.3.2.7.2** Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies; then
- 3.3.2.7.3** 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.

**3.3.3 Potential Escalation of 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 costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar State of New York Prevailing Wage Rates ("most similar," as determined by and at the sole discretion of the Agency). For example, if, at the end of the first contract period the listed prevailing wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CO's discretion, be entitled to a 5% increase in the labor rates that he/she submitted in response to this IFB. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.

**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

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required 60-day period (please see the preceding Section 3.3.3.1 herein);

**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 – 5:00 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 over-

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time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

**3.3.5 No Deposit/No Retainer.** The Agency will NOT pay any deposit or retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful bidder(s) for the firm-fixed fees or, in the case of the potential additional consulting hourly fee, 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 "15- minute" standard.

**3.3.6 Prior Agency Approval Required.** Please note that the successful bidder shall NOT conduct any work without the prior written authorization of the Agency representative (this "prior written authorization" may take the form of an email sent to the successful bidder by the Agency and acknowledged by return email by the successful bidder). 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.

**3.4 Bid Submission.** All pricing must be entered where provided within "hard-copy" bids 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 1 original signature copy of the "hard copy" bid submittal, shall be placed unfolded in a sealed package and addressed to:

**Gloversville Housing Authority  
Attention: Damaris G. Carbone, Interim Executive Director  
181 West Street, Gloversville, NY 12078**

**3.4.1 Submission Package Markings.** The package exterior must clearly denote the above noted IFB number and must have the bidder's name and return address.

**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 and downloading the IFB 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.

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- 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.
- 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:

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- 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;
- 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:



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### 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;
- 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 bidder 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.

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**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	Description
<b>3.8.1</b>	<b>1.0</b>		This IFB Document
<b>3.8.2</b>	<b>2.0</b>	<b>A</b>	Form of Bid
<b>3.8.3</b>	<b>3.0</b>	<b>B</b>	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
<b>3.8.3.1</b>	<b>3.1</b>	<b>B-1</b>	*form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs</i>
<b>3.8.4</b>	<b>4.0</b>	<b>C</b>	Profile of Firm Form
<b>3.8.5</b>	<b>5.0</b>	<b>D</b>	Section 3 Form Submittal Form
<b>3.8.5.1</b>	<b>5.1</b>	<b>D-1</b>	Section 3 Explanation
<b>3.8.6</b>	<b>6.0</b>	<b>E</b>	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
<b>3.8.6.1</b>	<b>6.1</b>	<b>E-1</b>	*form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts, Public and Indian Housing Programs</i>
<b>3.8.7</b>	<b>7.0</b>	<b>F</b>	<i>Supplemental Instructions To Proposers &amp; Contractors (SIPC)</i>
<b>3.8.8</b>	<b>8.0</b>	<b>G</b>	Sample Contract Form (please note that this contract and the listed 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)
<b>3.8.8.1</b>	<b>8.1</b>	<b>G-1</b>	Sample Contract Appendix No. 1: form HUD- 5370-C (01/2014), <i>General Conditions for Non- Construction Contracts Section I (With or without Maintenance Work)</i>
<b>3.8.8.2</b>	<b>8.2</b>	<b>G-2</b>	Sample Contract Appendix No. 2: form HUD- 5370-C (10/2006), <i>General Conditions for Non- Construction Contracts Section II (With Maintenance Work)</i>
<b>3.8.8.3</b>	<b>8.3</b>	<b>G-3</b>	*Sample Contract Appendix No. 3: form HUD- 5370 (1/2014), <i>General Conditions for Construction Contracts-Public Housing Programs</i>
<b>3.8.8.4</b>	<b>8.4</b>	<b>G-4</b>	*Sample Contract Appendix No. 4: HUD-92554M (Rev. 04/11), <i>Supplementary Conditions of the</i>

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			Contract for Construction
<b>3.8.8.5</b>	<b>8.5</b>	<b>G-5</b>	*Sample Contract Appendix No. 5: Form HUD- 4010 (06/2009), Federal Labor Standards Provisions
<b>3.8.8.6</b>	<b>8.6</b>	<b>G-6</b>	*Sample Contract Appendix No. 6: <i>form HUD- 92010 (3/2006), Equal Employment Opportunity Certification</i>
<b>3.8.8.7</b>	<b>8.7</b>	<b>G-7</b>	Sample Contract Appendix No. 7: HUD FORM 52158, <i>Maintenance Wage Rate Determination</i> (04/2005); Effective Date: October 1, 2017; Expiration Date: September 30, 2018.
<b>3.8.8.8</b>	<b>8.8</b>	<b>G-8</b>	Sample Contract Appendix No. 8: <i>Section 3 Plan</i>
<b>3.8.8.9</b>	<b>8.9</b>	<b>G-9</b>	Sample Contract Appendix No. 9: Task Order form
<b>3.8.8.10</b>	<b>8.10</b>	<b>G-10</b>	Sample Contract Appendix No. 10: 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.)
<b>3.8.8.11</b>	<b>8.11</b>	<b>G-11</b>	Sample Contract Appendix No. 11: 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.)
<b>3.8.9</b>	<b>9.0</b>	<b>H</b>	<i>Justification of Contractor Availability</i> form
<b>3.8.10</b>	<b>10.0</b>	<b>I</b>	<i>Agency Profile of Properties</i>
<b>3.8.11</b>	*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.		

#### 4.0 BID EVALUATION.

- 4.1 Public 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

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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 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 7 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:

## INVITATION FOR BIDS (IFB) No. B20001, Vacant Unit Painting Services

- 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, either 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 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 2 additional one-year option periods, for a total maximum contract period of 3 years.

## INVITATION FOR BIDS (IFB) No. B20001, Vacant Unit Painting Services

- 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 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 Gloversville, Lee and/or Russell Counties, 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 5.4.4) 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. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated bidder. The Agency shall also retain the right to negotiate with and make an award to more than one 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.

**INVITATION FOR BIDS (IFB) No. B20001, Vacant Unit Painting Services**

- 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 work days of notification by the Agency.

**Index of Tables**

[Table No. 6]

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Agency Name:  <b>GLOVERSVILLE HOUSING AUTHORITY</b>	LR 2000 Agency ID No:  	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance
	Effective Date: <b>2/12/20</b>	Expiration Date: <b>8/31/20</b>

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

<u><b>Gary J. Kinsel, Labor Relations Specialist</b></u> HUD Labor Relations (Name, Title, Signature)	<u><b>2/12/20</b></u> Date
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WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
LABORER	\$18.23	
CARPENTER (DRYWALL)	\$21.55	
PAINTER (TAPER)	\$18.47	
		<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.  <small>(HUD Labor Relations: If applicable, check box and initial below.)</small>  _____ LR Staff Initial

	<b>FOR HUD USE ONLY</b> <b>LR2000:</b>  <b>Log in:</b>  <b>Log out:</b>
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**INVITATION FOR BIDS (IFB) No. B20001, Vacant Unit Painting Services**

<b>BID FORM (IFB Attachment A)</b>
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(This Form must be fully completed and placed under Tab No. 1 of the initial Step #1 “hard copy” tabbed bid submittal.)

**(1) Instructions.** Unless otherwise specifically required, the items listed below must be completed and included in the bid submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” bid submittal submitted by the bidder. Also, complete the following Statement’s herein:

[Table No. 1]

“X” = Item Included	Tab No.	Bid Submittal Item (one original signature copy of each document)
	1	Bid Form (Attachment A)
	2	form HUD-5369-C (Attachment B)
	3	form HUD-5369-A (Attachment B-1)
	4	Section 3 Business Preference Documentation (Attachment D, Optional)

IFB Section	Pricing Item No.	U/M	Description	Total Price
3.2.2.1	Unit Painting Services (paint only—already textured)			
3.2.2.1.1	Site No. 1: Forest Hill Towers Apartments			
3.2.2.1.1.1	1	Units	0-bedroom Unit	
3.2.2.1.1.2	2	Units	1-bedroom Unit	
3.2.2.1.2	Site No. 2, Kingsboro Towers			
3.2.2.1.2.1	3	Units	1-bedroom Unit	
3.2.2.1.2.2	4	Units	2-bedroom Unit	
3.2.2.1.3	Site No. 3: DuBois Garden Apartments			
3.2.2.1.3.1	5	Units	2-bedroom Unit	
3.2.2.1.3.2	6	Units	3-bedroom Unit	
3.2.2.1.3.3	7	Units	4-bedroom Unit	
3.2.2.1.3.4	8	Units	5-bedroom Unit	

\_\_\_\_\_  
**Signature**                      **Date**                      **Printed Name**                      **Company**

INVITATION FOR BIDS (IFB) No. B20001, Vacant Unit Painting Services

**BID FORM  
(IFB Attachment A)**

(This Form must be fully completed and placed under Tab No. 1 of the initial Step #1 "hard copy" tabbed bid submittal.)

**(2) SECTION 3 STATEMENT.** Are you claiming a Section 3 business preference? Yes  No  If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 9, which priority are you claiming?\_\_\_\_\_.

**(3) Debarred Statement.** Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of New York, or any local government agency within or without the State of New York? Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

**(4) Disclosure Statement.** Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

**(5) Felony Disclosure.** Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not make award to any bidder that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

**(6) Non-Collusive Affidavit.** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said bid are true.

**(7) Bidder's Statement.** The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the bid submittal, the undersigned bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, in hard copy, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Form of Bid, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within hard copy submittal pertaining to this IFB.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

Gloversville Housing Authority, NY