



INVITATION FOR BIDS No. 09272023

REPLACEMENT OF (259) PACKAGED TERMINAL AIR CONDITIONER (PTAC) WALL SLEEVES AT THE STILLWELL TOWERS BUILDING

The Agency is seeking sealed bids from qualified, licensed, and bonded contractors to provide the replacement of (259) PTAC wall sleeves at the Stillwell Towers Building. Contractor shall furnish all labor, material, equipment, tools, supplies, services and incidentals, and perform all work necessary for the complete replacement of wall sleeves in strict conformance with all of the Contract documents.

Prepared by:

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SECTION 1: Introduction

1.1 INTRODUCTION

The Housing Authority of Savannah (hereinafter, “the Agency”) is a public entity that was formed in 1938 to provide federally subsidized housing and housing assistance to low-income families, within the City of Savannah and Chatham County, Georgia. 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 of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. Though brought into existence by a Resolution of the City of Savannah, it is a separate entity from the City.

Currently, the Agency owns and/or manages and/or is in partnership for: (a) 6 developments totaling 918 units of HUD public housing; (b) 4 Mixed-Finance / Mixed-Income developments totaling 654 units; (c) 350 Project-Based Rental Assistance (PBRA) Rental Assistance Demonstration (RAD) units; (d) 163 Project-Based Voucher (PBV) RAD units; and over 3,000 Section 8 Tenant Housing Vouchers. The Agency currently has approximately 90 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.

1.2 CONTACT/ACCESS INFORMATION AT A GLANCE

[Table No. 1]

AGENCY CONTRACTING OFFICER [NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Earline W. Davis or her designee.]	Earline W. Davis, Executive Director
AGENCY CONTACT PERSON AS IT RELATES TO THIS IFB:	Carl M. Edwards, Procurement Administrator Telephone (912) 235-5800, x 115 E-mail: cedwards@savannahpha.com TDD/TTY: 800.545.1833 x 313
HOW TO ACCESS THE IFB DOCUMENTS ON THE APPLICABLE INTERNET SITE:	<ol style="list-style-type: none"> 1. Access ha.internationaleprocurement.com (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the system, please call customer support at 1/866/526-9266.
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID:	Please see the following Section 6 on page 16 of this IFB Document

~ END OF SECTION 1 ~

SECTION 2: The Agency's Reservations of Rights

- 2.1 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.
- 2.2 Right to Not Award.** Not award a contract pursuant to this IFB.
- 2.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon ten (10) days written notice to the Contractor(s).
- 2.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) (hereinafter, "Contractor") shall provide the services called for in this IFB.
- 2.5 Right to Retain Proposals.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
- 2.6 Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
- 2.7 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 offering alternate or non-requested services.
- 2.8 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 2.9 Right to Prohibit.** At any time during the IFB or contract process, 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 ha.economicengine.com eProcurement Marketplace (hereinafter, the "eProcurement Marketplace" or the "Marketplace") 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 eProcurement Marketplace, 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 timeframe shall relieve the Agency, but not the prospective or actual bidder, of any responsibility pertaining to such issue.
- 2.10 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace 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 eProcurement Marketplace. 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 eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

~ END OF SECTION 2 ~

SECTION 3: IFB Intent and Notices to Bidders

3.1. IFB INTENT

The Agency is seeking sealed bids from qualified, licensed and bonded contractors to provide the replacement of (259) PTAC wall sleeves at the Stillwell Towers Building. Contractor shall furnish all labor, material, equipment, tools, supplies, services and incidentals, to perform all work necessary for the complete replacement of PTAC wall sleeves in strict conformance with all of the Contract documents.

3.2. WRITTEN BID

Bidder shall provide a written bid, fully compliant with all preceding instructions to Agency. Award may not be made to any Bidder who has not been responsive to all instructions, certifications, and representations indicated in this solicitation, or cannot satisfactorily demonstrate within its bid the ability to perform all contract requirements. Only information contained in a bid or furnished by Bidder during an oral presentation, if applicable, will be evaluated.

3.3. DISCLAIMER

This is a Solicitation only; it is not a contract. The Agency shall assume no obligation to pay or reimburse any person or entity for any costs, fees or expenses incurred in preparation of a response to this Solicitation, or for any meetings and/or travel costs related to such response. All bids submitted to and accepted by the Agency shall become the exclusive property of the Agency and shall not be returned. The Agency reserves the right to reject any or all bids in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the Agency. The Agency is under no obligation to any bidder until a contract is executed for the Services described herein.

3.4. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

The Agency is the sole entity with the authority to issue and/or distribute any Solicitation Documents and/or information related thereto. All Solicitation Documents obtained from any source other than the Agency may be incomplete or incorrect. The Agency assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued and distributed by the Agency. All Solicitation Documents shall be posted on the eProcurement Webpage: www.housingagencymarketplace.com and the Agency website: www.savannahpha.com.

3.5. ACCEPTANCE

The submission of a bid shall constitute acknowledgement and acceptance by the Bidder of the requirements, specifications and terms and conditions specified herein.

3.6. RESTRICTED DISCUSSIONS

Bidders are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the Agency except as expressly authorized herein. The Agency may, in its sole discretion, reject the bid submitted by any Bidder who is in violation of this provision. All verbal statements and/or answers to questions relative to this Solicitation shall not be considered binding, valid or enforceable.

3.7. ADA REQUIREMENTS

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the Agency's Procurement Office by phone (912) 235-5800 x 115 or by email cedwards@savannahpha.com.

~ END OF SECTION 3 ~

SECTION 4: Solicitation Schedule and Information

4.1. **SOLICITATION SCHEDULE**

Below is the schedule of events for this Solicitation. The Agency reserves the right to modify the Solicitation Schedule at any time as best serve the interests of the Agency all modifications shall be made by addendum or amendment and posted on the noted internet system. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

EVENT	DATE	TIME
A. Solicitation Issued:	September 27 , 2023	at 9:00 AM
B. Pre-Bid Meeting: <i>See Subsection 4.2 for additional information</i>	October 11, 2023	at 2:00 PM
C. Site Visit: <i>See Subsection 4.2. for additional information</i>	October 11, 2023	at 3:00 PM
D. Bidders Questions Due in Writing : <i>See Subsection 4.3 for additional information</i>	October 13, 2023	by 5:00 PM
E. Agency's Answer to Questions Issued: <i>See Subsection 4.4 for additional information</i>	October 16, 2023	by 3:00 PM
F. Submission Deadline: <i>See Subsection 4.5 for additional information</i>	October 26, 2023	by 3:00 PM

4.2. **PRE-BID MEETING**

The scheduled pre-bid meeting will be held at the Agency Administrative Office located at 1407 Wheaton Street Savannah, GA 31404 in the Community Room. The date and time is identified in Section 4.1 of this document is, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB with a Two-Step, multi-tabbed submittal and feel comfortable in doing so without attending the pre-meeting. Typically, such meetings last 1 hour or less, though such is not guaranteed. The purpose of this meeting 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 meeting the Agency will conduct an overview of the IFB documents, including the attachments. Whereas the purpose of this meeting is to review the IFB documents, attendees should bring a copy of the IFB documents to this meeting, the Agency will not distribute at this meeting any copies of the IFB documents.

- A. A site visit will be held at the Stillwell Towers Building located at 5100 Waters Avenue Savannah Georgia 31404 on October 11, 2023 at 3.00 PM.

4.3. **SUBMISSION OF BID QUESTIONS**

All questions regarding this Solicitation shall be submitted through the eProcurement system and shall be received by the date and time specified in the Solicitation Schedule. All questions received not in compliance with this paragraph will not be answered unless the Agency, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

4.4. **AGENCY'S ANSWERS TO BID QUESTIONS**

The Agency's answers to questions submitted by Bidders will be posted by addendum on the noted internet system on the date specified in the Solicitation Schedule.

4.5. SUBMISSION DEADLINE

All submissions are due on October 26, 2023, by 3:00 P.M., bids received after this deadline will not be accepted.

~ END OF SECTION 4 ~

SECTION 5: Project Information and Scope of Work

5.1. PROJECT INFORMATION.

The new Packaged Terminal Air Conditioner (PTAC) wall sleeves are leaking condensation into the building. Sleeve replacement along with drainage kit installation will remedy the situation. However, in instances of high humidity and or blocked drainage a secondary pan is recommended.

5.2. GENERAL REQUIREMENTS (REFER TO PROJECT SPECIFICATIONS).

As indicated on the Drawings; in the specifications and pursuant to this Scope of Work, the contractor shall provide all materials, utilities, required permits, fees, costs, etc., and labor to replace the designated PTAC wall sleeves, drains and boxes and properly dispose of any/all construction debris and excess materials not used. (Refer to Attachments H - Project Drawings, Specifications and Conditions).

5.3. CONTRATOR RESPONSIBILITIES

A. Access for Emergency Vehicles.

The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to not interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.

A. Background Investigation of Personnel.

The Contractor's personnel are in effect deemed to be agents of the Agency. All Contractors shall, conduct a level of background investigations into its personnel's employment history. The Agency shall have the right to, upon demand, review the results of such investigation. The potential Contractor's investigation shall include an authorization on criminal history check, irrespective of whether or not the candidate has declared that he or she has been arrested and/or convicted before. This criminal history check shall not be limited to local entries but shall include a nationwide search through appropriate sources once every twelve (12) months.

C. Communication.

The Agency contact person shall be the primary on-site point of contact for the Contractor pertaining to this work. The Contractor shall be free to converse and communicate with the Agency contact person during or between visits; however, all requests for changes or decisions shall be submitted to the Agency contact person and approved by the Executive Director, or assignee, after receipt and consideration of written request from the Agency. The Agency contact person anticipates that it will typically make a decision in such matters within three (3) work-days of receipt, though such response timeframe may be shorter or longer depending on the situation; accordingly, the Contractor shall be required to submit such written requests in as timely a manner as reasonably possible. When construction commences, all communication must be directed to the designated Agency contact person only. At no time shall the Contractor or his/her staff communicate directly with Agency residents and/or the building tenant employees.

D. Contract End Items (as applicable).

Upon completion of the project the Contractor must submit the following:

- A separate payment request for the retainage;
- A one-year warranty letter from the Contractor;
- Consent of Surety to Final Payment;
- Contractor's Affidavit of Release of Liens;
- Contractor's Certificate and Release; and
- As-Built (Mark-ups delivered to Agency).

E. Contractor's Request for Payment.

As detailed within Chapter 9, Procurement and Contract Administration, of Handbook 7485.1.

- a. The Agency is responsible for making progress payments. Typically, progress payments for acceptable work and materials delivered and stored on the site will be made at 30-day intervals.
- b. Payment will be based on the percentage of work completed during a one-month period.
- c. A 10% retainage will be held on each payment request. A separate payment request for the return of the retainage will be required at the completion of the work.
- d. **Request for Payment Forms.**

The Contractor shall submit a request for payment for this project on the following forms, each as may be appropriate:

- form HUD-51000 (1/2014), *Schedule of Amounts for Contract Payments* (Attachment G-6, attached hereto); NOTE: The Agency also retains the right to require any bidder (but most likely the apparent low bidder) to submit this fully completed form to the Agency at any point after the bid submittal deadline—this typically will occur when the Agency wishes to do an analysis of the bidder's proposed cost to ascertain as to whether or not the bidder's proposed cost is realistic, fair, and/or reasonable.
- form HUD-51001 (1/2014), *Periodic Estimate for Partial Payment* (Attachment G-7, attached hereto);
- form HUD-51002 (1/2014), *Schedule of Change Orders* (Attachment G-8, attached hereto);
- form HUD 51003 (1/2014), *Schedule of Materials Stored* (Attachment G-9, attached hereto);
- form HUD-51004 (1/2014), *Summary of Materials Stored* (Attachment G-10, attached hereto);
- form HUD-5372 (1/2014), *Construction Progress Schedule* (Attachment G-11, attached hereto); and

- All relevant Subcontractors Weekly Certified Payrolls must accompany the payment request utilizing form WH-347 (Dec. /2008), *Payroll* (Attachment G-12, attached hereto).
- **Retainage.**
The Request for Payment form must list and clearly identify the retainage in the amount of 10% as a deduction to the subtotal of charges on the Request for Payment.

e. **Review and Approval.**

The Agency will review each such Contractor request for payment and will approve the payment only if the following listed conditions are met. If the Contractor requests payment items which have not been completed in a satisfactory manner ("satisfactory," as determined at the sole discretion of the Agency), the Agency shall hold payment for the unsatisfactory items, and pay the balance of the request (e.g. the undisputed portion). The Agency shall ensure:

- The request for payment is consistent with the Agency-approved schedule of amounts for contract payments;
- As further detailed within the preceding Section (D)(e) herein, the total of the request for payment does not include the amount to be retained by the Agency under the contract (retention or retainage);
- The work covered by the request for payment has been performed in accordance with the construction documents;
- The Periodic Estimate for Partial Payment has been properly executed on all applicable supporting documentation submitted; and
- The Contractor has submitted all required reports such as payroll reports.

f. **Distribution of Documents.**

The Contractor shall submit 2 original copies and 1 additional copy of all documentation required. The Agency shall retain the 2 original Periodic Estimate for Partial Payment requests and all applicable supporting documentation for its file and return 1 copy of all such forms to the Contractor.

F. **Debris.**

The Contractor shall clean work areas daily, at the end of the workday, of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).

- a. All work areas must be kept sanitary and clean of any debris. Debris from work must be removed from any work area.
- b. The Contractor must examine the work area and determine any unsuitable work condition. Notice of unsuitable conditions shall be brought to the Agency's representative in written form.

- c. Any expense incurred for removal or replacement of debris required by the Agency due to Contractor created unsuitable conditions will be just cause for the Contractor to bear the expense.
- d. The Contractor shall provide a construction dumpster as needed to dispose of or remove all debris. The use of the Agency dumpsters is prohibited.
- a. **Hazardous Conditions.**
Any hazardous or unsafe conditions observed by the Contractor and/or his/her staff or personnel shall be disclosed by the Contractor to the designated Agency staff person verbally within (2) hours and in writing within (24) hours of such observance.
- b. **Labor Rates All-inclusive.**
Unless otherwise provided for herein, the labor fees submitted shall be all-inclusive of 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.
- c. **“Or Equal” Specifications.**
Herein, or within the attached specifications, whenever the Agency has listed a specific brand name the words “or equal” shall automatically apply thereto. This term “or equal” means that the apparent successful bidder may submit to provide an alternate product as long as such submitted alternate product, in the opinion of the Agency, meets the minimum specifications. As detailed within Section 9.3.B.3 of HUD Procurement Handbook 7460.8 REV 2, brand names are listed herein for establishing design and quality standards” for the product identified. If a bidder wishes to provide a different product than the product the Agency has identified, the Agency will be pleased to respond to any specific written request from a bidder with a listing of the “essential characteristics” for any such product (the bidder may also, if he/she wishes, wait to see if the firm is the apparent successful bidder then submit such written request after the bid submittal deadline when the Agency will evaluate such alternate products, if submitted).
- d. **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, profit, or overhead for obtaining such).
- e. **Prohibited Substances.**
The Agency properties are a smoke-free environment. The use of tobacco, illegal drugs, vaping or prescription drugs that would adversely affect the performance of the contractor, and/or alcohol is prohibited by the Contractor and his/her personnel on-site while performing services on Agency property.
- f. **Required Licensing.**
The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the Chatham County (and/or, if applicable, any city jurisdiction therein in which work will be performed)

and/or the State of Georgia. The license must be provided upon request by the Agency.

G. Safety Standards.

It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations. The Contractor shall, upon request from the Agency, provide the Agency with a copy of its safety policy. Any and all accidents or injuries shall be reported verbally within two (2) hours and in writing within 24 hours of the occurrence to the designated Agency contact person.

H. Security during Work.

The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a twenty-four-hour basis, not just during the normal work hours.

I. Temporary Facilities.

It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to: temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.

J. Tools/Equipment/Materials.

The Contractor shall ensure at all times during the work that tools, equipment, and material are handled, placed, and stored in a secure and safe manner so as to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. If applicable, as the building the Contractor will be working in is occupied by an independent business with a lease to work in this building, it will be especially important that traffic areas are clear for access and egress.

K. Vehicle Identification:

When responding to calls on the Agency properties the Contractor's vehicles will have proper signage to denote the name of the company. This can be in the form of a name/logo decal or magnetic vehicle sign.

L. Warranty/Guarantee.

All work (non-construction related) provided by any Contractor pursuant to any contract that ensues from this IFB shall be warranted or guaranteed by that Contractor for a period of time of not less than 180 days. The Contractor will provide all labor for warranty work for the length of the manufacturer's warranty on a new system that the Contractor installs.

M. Weekends.

Unless otherwise approved by the Agency in writing, the Contractor shall not perform any assigned work on an Agency property on recognized Federal or State holidays or weekend days (Saturday or Sunday).

N. Work Standards.

It is the responsibility of the Contractor to ensure that each worker provided by the

Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the Chatham County (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Georgia, or any applicable Federal Agency.

O. Weapons Prohibited.

The Contractor shall be responsible for ensuring that neither the Contractor nor his/her employees bring onto the Agency sites weapons of any kind, legal or illegal, including, but not limited to, firearms or knives.

~ END OF SECTION 5 ~

SECTION 6: Bid Format and Submission Instructions

6.1. **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.

A. **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 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.

B. **Step No. 1:**

Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.

a. **TAB NO. 1:**

Form of Bid: 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. **TAB NO. 2:**

Form HUD-5369-A (11/92), *Certifications and Representations, Certifications and Statements of Bidders, Public and Indian housing Programs:* This Form is attached hereto as Attachment B 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.

c. **TAB NO. 3**

Bid Bond: The required Bid Bond as detailed within the following Section 6.4 herein.

d. **TAB NO. 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.

e. **NOTE:**

As directed within the following Section 6.2., bidders MUST NOT submit any pricing accompanying this required documentation; pricing shall be submitted online only.

C. Step No. 2:

Documentation/information to be submitted with five (5) days, only by the apparent low bidder when directed to do so by the agency.

a. **TAB NO. 1**

Licensing.

Submit under this Tab the license(s) detailed within the following Section 5.4. (C)(f) herein.

b. **TAB NO. 2**

Proposed Services: As more fully detailed within Section 5.0, *Scope of Work/Technical Specifications*, of this document, and as within Attachments H, and H-1 each attached hereto, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:

c. A brief description of the proposed safety and quality control program.

d. **Fully completed forms:**

(a) form HUD-51000, *Schedule of Amounts for Contract Payments*, Attachment G-6, attached hereto; and (b) HUD-2530, *Previous Participation Certification*, Attachment J, attached hereto.

e. A full listing of all subcontractors that will perform work at the site, including, but not limited to the following for each subcontractor: firm name; owner's name; full address; telephone; number; email address.

f. **TAB NO. 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.

g. **TAB NO. 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, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, *Profile of Firm Form*. Such information shall include the bid's qualifications to provide the services, including a description of the background and current organization of the firm. NOTE: The Agency reserves the right to request a copy of the most recent independently prepared financial statements and/or tax return from any successful bidder.

h. **TAB NO. 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:

- The client's name;
- The client's contact name;
- The client's telephone number and e-mail address;
- A brief narrative description and scope of the service(s) and the dates the services were/are provided.

- i. **TAB NO. 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 6.7. herein pertaining to supplier diversity (e.g., small, minority-, and women-owned businesses).
- j. **TAB NO. 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. Please remember that all information required from the bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. NOTE: Billing will be accepted from the lead firm only.
- k. **TAB NO. 8**
Bid Tabulation Sheet. This form is attached hereto as Attachment H-5 to this IFB document. This 10-page form must be fully completed and submitted under this tab as a part of the bid submittal. There **MUST** be an entry to each field of the Bid Tabulation Sheet, even if the entry is \$0.00.
- l. **TAB NO. 9**
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.
- m. **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 8.17. herein. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.
- n. **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.” DO NOT eliminate any of the tabs.
- o. **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.

6.2 **ENTRY OF BIDS**

- A. The proposed firm-fixed fees (the base fee) shall be submitted by the bidder and received by the Agency where provided within the noted Internet System only. **Enter only the GRAND TOTAL from the Bid Tabulation Sheet under Tab 8 (hard-copy bid submittal) as the proposed firm-fixed cost (the base bid) within the noted Internet System.** Failure to enter the GRAND TOTAL from the Bid Tabulation Sheet as

the proposed firm fixed cost (the base bid) shall result in rejection of the bid without further consideration. 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 agreed to by the Agency; etc.

[Table No. 2]

PRICING ITEMS	QTY	U/M	SERVICES DESCRIPTION
1	259	Each	Base Bid: Lump sum cost to complete the replacement of (259) PTAC sleeves drains and boxes specified in Attachments H-Project Drawings and Specifications.

6.3. ADDITIONAL INFORMATION PERTAINING TO THE BID ITEMS:

A. Review the Entry of Proposed Fees.

After a bidder has entered where provided within the eProcurement Marketplace his/her proposed unit cost for the Pricing Item, the Marketplace will automatically multiply the proposed unit costs by the listed quantity. The Agency strongly recommends that each bidder, after entry of these proposed fees within the eProcurement Marketplace, print the receipt provided and review the entry to ensure that the bidder has entered the proposed fees correctly (the Marketplace will allow the bidder to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The bidder will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to determine the apparent low bidder.

B. Price Escalation.

Pertaining to the ensuing contract, there shall be no escalation of the proposed costs allowed at any time during the awarded contract except for any legitimate change orders that may be approved by the Agency.

C. 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. 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.

D. No Deposit/No Retainer.

The Agency will NOT pay any deposit or retainer fees at any time as a result of award of the ensuing contract, though the Agency may, if suitable, consider negotiation of a mobilization fee to reimburse the Contractor for certain upfront costs (e.g. payment and performance bonds; security fencing; etc.).

E. Davis Bacon Federal Wage Rates.

As detailed within pertinent HUD and Federal regulation, the Contractor is required to pay Davis-Bacon wage rates (for all “construction contracts in excess of \$2,000”). The applicable Wage Rates pertaining to the work detailed herein is attached hereto and detailed within Attachment G-14. This work will be subject to all the requirements pertaining to Davis-Bacon work, including the applicable Federal forms and procedures (e.g. on-site interviews; certified payrolls; etc.).

6.4 BONDS:

A. As this solicitation pertains to public works or construction, the bonds that are required include (each required for construction bids and/or contracts in excess of \$100,000):

a. Bid Bond.

The bid bond or guarantee shall be included in the bid package submitted by each bidder for any proposed fee that is greater than \$100,000 (please see the preceding Section 6.1.(B)(c) herein). This bond ensures that if awarded the contract, the bidder will accept and perform the work under the contract. It also ensures that the bidder will not attempt to withdraw or otherwise not fulfill the contract. Finally, the bid bond ensures that the bidder will execute the contractual documents that are required within the time specified in the solicitation or forfeit all or part of the guarantee. A bid bond secured by an acceptable surety company. If the successful bidder refuses to sign the contract after award, the bid bond is forfeited, and award will go to the next lowest responsive and responsible bidder. If a bid bond or guarantee is not submitted with the bid, the Agency will reject the bid as non-responsive. The Agency anticipates that it will not return any bid bonds until the contract has been awarded and the required performance and payments bonds have been furnished; until all bids have been rejected; or the time specified for acceptance of bids has expired. In fairness to the other bidders, the Agency may also choose to return the bid bonds if the Agency has a firm and reasonable assurance that the responsive and responsible bidder who submitted the lowest cost will execute the contract.

b. Performance Bond.

The performance bond is meant to ensure that the contract is successfully completed. The performance bond guarantees that if the Contractor is unable to complete the contract, the surety company will step in to finish the work.

c. Payment Bond.

The payment bond is a method of ensuring that the Contractor pays the subcontractors and suppliers. By requiring payment bonds, the Agency avoids becoming entangled in disputes concerning payment of subcontractors and suppliers by the general contractor. The surety underwriting the payment bond ensures the contractors and suppliers will be paid. Often, performance and payment bonds are combined into a single document. Failure to pay subcontractors for work performed in commercial contracts may often lead to the subcontractor filing a mechanic’s lien against property owners to obtain payment for services

rendered. The Agency contract requires the payment bond to prevent this problem and ensure that no liens will be filed against any Agency building or lot of ground. As a reminder, Clause 24 of form HUD-5370, *General Conditions of the Contract for Construction* (Attachment G-1, attached hereto) clearly forbid the placement of liens and is binding on any contractor, subcontractor, and material supplier.

d. **Bonding Companies.**

An acceptable surety (bonding) company is one that is authorized to do business in the State of Georgia and is acceptable to HUD and the Agency. The surety must be listed on the most recently published U.S. Treasury Circular 570 (often referred to as the T-List). Individual sureties are not permitted. Circular 570 is available from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, Room #262C, 401 14th Street, S.W., Washington, D.C. 20227. The T-List may also be accessed on the Internet at: <http://www.fms.treas.gov/c570/index.html>.

e. **Bonding Requirements.**

In order to encourage participation by a broad range of competitors, including small and minority firms, HUD has provided for alternate bid and contract guaranties. These apply to all construction projects greater than \$100,000 (though, at the Agencies discretion, may apply to smaller projects), whether development or modernization, funded pursuant to the U.S. Housing Act of 1937, as amended. As a result, the contractors for all construction projects shall be required to submit the following bid and contract guarantees. Please note that only the bid bond is required at time of bid; however, one of the purposes of the bid bond is to provide the Agency with assurance that the successful bidder will indeed obtain the necessary performance and payment bonds. Required bonds include a bid guarantee from each bidder, equivalent to 5% of the bid price. From the successful bidder, a performance bond for 100% of the contract price and payment bond for 100% of the contract price.

f. **Inadequate Surety.**

If the low bidder fails to provide an acceptable assurance of completion (payment and performance bonds) after award of the contract, the Agency may consider the bid guarantee forfeited and notify the surety company. The contract is then terminated for default. The amount to be recovered from the bid bond or guarantee will typically equal at least the difference between the defaulted bid and the next higher acceptable bid or the amount by which the bid accepted by re-soliciting exceeds the defaulted contract.

6.5. BID SUBMISSION:

A. Bid Submission

All pricing must be entered where provided within the eProcurement Marketplace and all "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 Step #1 bid submittal

detailed within the following Table No. 3 herein, shall be placed unfolded in a sealed package and addressed and delivered to:

Housing Authority of Savannah
Attention: Carl M. Edwards, Procurement Administrator
IFB No. 09272023 Replacement of (259) Packaged Terminal Air Conditioner
(PTAC) Wall Sleeves at the Stillwell Towers Building
1407 Wheaton Street
Savannah, GA 31404

a. **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.

b. **Submission Conditions.**

DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders 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 eProcurement Marketplace, registering, 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.

c. **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.

6.6. BIDDER'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. Bidders 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 cause for the Agency to not consider a bid submittal received from any bidder who has not abided by this directive.

A. 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.

6.7. BIDDER'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.

A. Within 2 CFR §200.321 it states:

- a. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- b. **(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.
- c. **(b)** Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (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;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (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
 - (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.

B. Within HUD Procurement Handbook 7460.8 REV 2 it states:

- a. 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.
- b. 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.

C. Within our Agency Procurement Policy it states that our Agency will:

a. Assistance to Small and Other Business, Required Efforts:

- Including such firms, when qualified, on solicitation mailing lists;
- Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- 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 75 (so-called Section 3 businesses); and
- Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

D. Requirements

Accordingly, please see Section 6.1 herein which details the information pertaining to this issue that the bidder must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

6.8. 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. 3]

DOCUMENT NO.	ATTACHMENT	ATTACHMENT DOCUMENT
1.0	-----	This IFB Document
2.0	A	Form of Bid
3.0	B	form HUD-5369-A (11/92), Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
4.0	C	Profile of Firm Form
5.0	D	Section 3 Form Submittal Form
5.1	D-1	Section 3 Explanation
6.0	E	form HUD-5369 (11/92), Instructions to Bidders for Contracts, Public and Indian Housing Programs
7.0	F	Supplemental Instructions to Bidders & Contractors (SIBC)
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.
8.1	G-1	Sample Contract Appendix No. 1: form HUD-5370 (1/2014), General Conditions for Construction Contracts-Public Housing Programs
8.2	G-2	Sample Contract Appendix No. 2: HUD92554M (Rev. 04/11), Supplementary Conditions of the Contract for Construction
8.3	G-3	Sample Contract Appendix No. 3: form HUD-2554, Supplementary Conditions of the Contract for Construction
8.4	G-4	Sample Contract Appendix No. 4: Form HUD-4010 (06/2009), Federal Labor Standards Provisions
8.5	G-5	Sample Contract Appendix No. 5: form HUD-92010 (3/2006), Equal Employment Opportunity Certification

8.6	G-6	Sample Contract Appendix No. 6: form HUD-51000 (1/2014), Schedule of Amounts for Contract Payments
8.7	G-7	Sample Contract Appendix No. 7: form HUD-51001 (1/2014), Periodic Estimate for Partial Payment
8.8	G-8	Sample Contract Appendix No. 8: form HUD-51002 (1/2014), Schedule of Change Orders
8.9	G-9	Sample Contract Appendix No. 9: form HUD 51003 (1/2014), Schedule of Materials Stored
8.10	G-10	Sample Contract Appendix No. 10: form HUD-51004 (1/2014), Summary of Materials Stored
8.11	G-11	Sample Contract Appendix No. 11: form HUD-5372 (1/2014), Construction Progress Schedule
8.12	G-12	Sample Contract Appendix No. 12: form WH-347 (Dec./2008), Payroll
8.13	G-13	Sample Contract Appendix No. 13: Form HUD-11 (8/2004), Record of Employee Interview
8.14	G-14	Sample Contract Appendix No. 14: Davis Bacon Wage Decision
8.15	G-15	Sample Contract Appendix No. 15: Section 3 Plan
8.16	G-16	Sample Contract Appendix No. 16: Sample Notice to Proceed form.
8.17	G-17	Sample Contract Appendix No. 17: Georgia E-Verify Affidavit
8.18	G-18	Sample Contract Appendix No. 18: form HUD 50071 (01/14), Certification of Payments to Influence Federal Transactions (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.)
8.19	G-19	Sample Contract Appendix No. 19: Standard Form LLL (Rev. 01/14), Disclosure of Lobbying Activities (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.)
8.20	G-20	Sample Contract Appendix No. 20: Contractor/Subcontractor Employee Roster
9.0	H	Specifications (NOTE: In the case of any information listed within these Drawings/Specifications and the

		information listed within the remaining IFB Documents issued, the information within the “remaining IFB Documents issued” shall take precedence. If there is any question pertaining to this, it is the responsibility of the bidder to contact the Agency in writing for clarification prior to the question deadline.
10.0	I	PowerPoint: Understanding the Georgia E-Verify Requirements and How it Impacts my Business (NOTE: Not a contract appendix; attached for informational purposes only.)
11.0	J	form HUD-2530 (2/2013), Previous Participation Certification
12.0	K	NOTE: Pertaining to the immediately following listed bond forms, please see the information detailed within the following Section 3.9.14
12.1	K-1	Standard Form 24 (10/98), Bid Bond
12.2	K-2	Standard Form 25A (8/2016), Payment Bond
12.3	K-3	Standard Form 25 (8/2016), Performance Bond

***PLEASE NOTE: There may be additional HUD-required documents that pertain to maintenance issues that are not listed herein, such as documents pertaining to payroll issues; and by submitting a proposal in response to this IFB the bidder thereby agrees, if awarded, to complete and submit such documents as required by HUD.**

~ END OF SECTION 6 ~

SECTION 7: Bid Evaluation

7.1. PUBLIC BID OPENING.

At the set date and time, all bids received will be opened and publicly read aloud by the Procurement Manager, or designee, including the company name of the bidder and the total calculated costs proposed. The bid opening will take place at the Agency's Administrative Building located at 1407 Wheaton Street Savannah, GA 31404 in the Community Room. At the bid opening the HAS 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 through the eProcurement system 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 (typically within five (5) calendar 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 HAS reserves the right to, as determined by the Agency, "waive informalities and minor irregularities" in the offers received.

A. 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."

7.2. 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 minimums 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).

7.3 RESPONSIBLE EVALUATION.

The Agency will evaluate each bid submitted as to responsibility (e.g., a firm that is qualified, responsible and able to provide the Agency with 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 the 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.

- A.** 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.

7.4. RESTRICTIONS.

All persons having 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 on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a bidder entity will be excluded from participation on the Agency evaluation committee.

~END OF SECTION 7~

SECTION 8: Solicitation and Contract Award Terms and Conditions

The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Contract:

8.1. ACCEPTANCE AND REJECTION OF BIDS

The Agency reserves the right: (i) to accept or reject any or all bids in whole or in part; (ii) to waive any technicalities or informalities in bids; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the Agency. The Agency may reject the bid of any Bidder in arrears or in default to the Agency on any contract, debt, or other obligation.

8.2. ACCURATE INFORMATION

The Bidder certifies that all information provided or to be provided to the Agency is true and correct and may be relied upon by the Agency in awarding the Contract. Any false and/or misleading information is cause for the Agency to reject the Bidder's bid or to terminate the Contract if awarded to the Bidder. Such rejection or termination shall relieve the Agency of any direct or consequential damages or costs incurred by the Bidder.

8.3. ADDENDA AND AMENDMENTS

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. Any and all written communication not posted on the Procurement Webpage relative to this Solicitation shall not be considered binding, valid or enforceable. It is the responsibility of the Bidder to inquire about and obtain any and all addenda and/or amendments issued, all of which shall be published on the Procurement Webpage.

8.4. ALTERNATE BIDS

The Bidder is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Bids for the Services shall be rejected as non-responsive and shall be removed from consideration.

8.5. BINDING BIDS

All bids shall remain binding for 180 calendar days following the Submission Deadline; bids may not be withdrawn at any time within this period. In the event an award is not made during such a period, all bids shall be automatically extended and remain binding for an additional 180 calendar day period. Bids shall automatically be renewed until such time as either an award is made, or proper notice is given to the Agency by a Bidder of its intent to withdraw its bid. Bids may only be withdrawn by written notice to the Agency at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

8.6. CONFIDENTIALITY

- A. The Agency agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Bidder in strictest confidence. The Bidder shall specify in writing to the Agency the information and/or material the Bidder deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Bidder agrees that all knowledge and information it may receive from the Agency or from its officials, employees or other sources, or by virtue of the performance of

Services under and pursuant to the Contract, if awarded the Contract, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the Agency's Contract Administrator. This confidentiality provision shall also apply to any information, activity, or record designated by the Agency as being "confidential" or "privileged".

8.7. ERRORS IN BIDS

Obvious error(s) in calculations in any bid may not be corrected without the prior written consent of the Agency and may be the cause for the bid to be deemed non-responsive. If an error is made in an extended price, the unit price will govern.

8.8. LATE BIDS

It is the responsibility of the Bidder to ensure the delivery of its bid by the Submission Deadline and to the location specified in Section 4.0 of this Solicitation. Any and all bids delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any bid by way of facsimile or e-mail is strictly prohibited; any and all Proposals submitted as such shall be rejected as non-responsive. The Agency assumes no responsibility for any delays and/or errors in the delivery of a Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

8.9. MODIFICATIONS TO BIDS

The Bidder may only modify its bid prior to the Submission Deadline and in accordance with and subject to the following:

- A. The Agency shall consider a modified bid as an entirely new bid and shall replace the original bid, which shall be deemed to be withdrawn and null and void.
- B. The modified bid shall be subject to all the requirements, specifications and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a bid herein, the modified bid shall clearly be labeled "Modified Bid".

8.10. RETURN OF BID BONDS

In the event a bid bond is required under this Solicitation, all such bonds shall be retained by the Agency until the Contract is executed or until such time that a Bidder requests its Proposal to be withdrawn in accordance with Section 6.6 (Binding Proposal) of this Solicitation. The Agency shall immediately return the bid bond of any Bidder whose Proposal is deemed by the Agency to be non-responsive or shall immediately return all bid bonds in the event the Solicitation process is canceled by the Agency.

8.11. OPTIONAL GOODS AND/OR SERVICES

The Agency reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the Agency, and to negotiate the price of such goods and/or services with the successful Bidder or with another Bidder, whichever is determined to be the most advantageous to the Agency. While pricing for optional goods and/or services may be requested in this Solicitation, the Agency is under no obligation to consider such optional goods and/or services when selecting the successful Bidder unless otherwise stated.

8.12. SOLICITATION DOCUMENTS

The Bidder is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Bidder shall make an

inquiry as to such meaning and/or intent. The failure of the Bidder to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Bidder of its obligations under the Contract, if awarded to the Bidder. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Bidder fully understands everything in the Solicitation Documents.

8.13. SOLICITATION PROTEST

Any protest of this Solicitation shall be in writing to the Agency's Contracting Officer. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

8.14. CONTRACT AWARD PROCEDURE

If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

- A. 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 or on the Marketplace" including the contract clauses already attached as Attachments G and G-1 through G-20, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline.

8.15. CONTRACT CONDITIONS

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

A. 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-20 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.

a. 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.

b. E-Verify Affidavit

The Contractor must certify compliance with Georgia E-Verify requirements, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period. This Form is attached hereto as Attachment G-17 to this IFB document. This 1-

page Form will be fully completed and executed where provided thereon by the successful bidder and will be a part of the ensuing contract (NOTE: It is NOT necessary to complete and submit this form as a part of the bid submittal—only the awarded bidder(s) will be required to do so as a part of the contract execution)

8.16. CONTRACT PERIOD.

The executed contract will initially be in place for the period of time that it takes the Contractor to complete the work (though some stated provisions will extend through the noted warranty period).

8.17. LICENSING AND INSURANCE REQUIREMENTS.

Prior to award (but not as a part of the bid submission) the Contractor will be required to provide.

A. 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);

B. 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 \$2,000,000, 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.

C. 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 \$150,000/\$300,000 and medical pay of \$5,000.

D. 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 Savannah, Chatham County, and/or the State of Georgia.

E. Certificates/Profile of Firm Form.

Pertaining to the aforementioned (within Sections 5.4.1 through this 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).

8.18. 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.

8.19. USE OF BROKER

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For violation of this provision, the Agency shall have the right, in its sole discretion: (i) to terminate or suspend the Contract without liability to the Agency, its officials or employees; or (ii) to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

8.20. ASSIGNMENT OF THE CONTRACT

The Agency's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other person without the express written consent of the Agency; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

8.21. CHANGES IN GOODS AND/OR SERVICES

The Agency, without invalidating the Contract, may order changes in the goods and/or Services within the general scope of the Contract, consisting of additions, deletions and/or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the Agency from a change in Services shall be determined by mutual written agreement between the Agency and the Contractor. The Contractor shall provide all of the goods and services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the Agency unless made in writing and signed by the Agency and the Contractor.

8.22. CONTRACT DISPUTES

Any and all disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the Agency and the Contractor, shall be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor shall proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the Agency and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the Agency's Contracting Officer.
- B. The Agency's Contracting Officer must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The Agency Contracting Officer may consider any other information or written submissions from Agency employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The Agency's Attorney may participate in the hearings to protect the Agency's interest.
- C. The Agency's Contracting Officer must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the Agency's Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.

D. The Agency's Contracting Officer's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator.

8.23. DISSEMINATION OF DATA

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the same without the prior written approval of the Agency. The Contractor shall include a similar provision in all subcontracts.

8.24. EMPLOYMENT AS INDEPENDENT CONTRACTOR

The Agency and the Contractor recognize and agree: (i) that the Contractor shall act as an independent Contractor to the Agency; (ii) that the Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties; (iii) that neither party shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) that the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and (v) that the Agency shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.

8.25. FORCE MAJEURE

The Agency and the Contractor acknowledge and agree that either party hereto will be relieved of its obligations hereunder in the event and to the extent that the performance of its obligations under the Contract is delayed or prevented by any cause beyond its control, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or riots ("Force Majeure"). Failure to receive necessary materials and supplies will not excuse performance hereunder unless such failure is itself due to an event of Force Majeure. A party obtaining relief under this provision shall make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

8.26. IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the Agency that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

8.27. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

8.28. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Agency, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and

- C. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide the Agency with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

8.29. LAWS AND REGULATIONS

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

8.30. NO LIENS

The Contractor shall have no title or interest in any of the goods delivered to the Agency under the Contract. In no event shall the Contractor encumber any such goods delivered to the Agency with any lien of any kind or offer such goods as collateral in any transaction whatsoever. The Contractor shall, upon completion of the Services, provide the Agency with a Release of Liens from any subcontractor or other supplier.

8.31. NO WAIVER

Except as otherwise specifically provided in the Contract, a waiver by either party to the Contract of any breach of any provision of the Contract, or either party's decision not to invoke or enforce any right under the Contract, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Contract shall remain in force.

8.32. NON-DISCRIMINATION REQUIREMENTS

- A. The Contractor acknowledges and agrees that during the term of the Contract it shall:
 - a. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.

 - b. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

 - c. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses

of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the Agency be declared void, ab initio, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the Agency or its officials or employees, and the Contractor may be declared ineligible for further contracts with the Agency.

- B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to Agency's Contracting Officer who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the Agency's Contracting Officer concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the Agency's Contracting Officer may invoke the remedies hereinabove set out.

8.33. NONEXCLUSIVE

Nothing in the Contract shall be deemed to act as a bar to the Agency's solicitation or purchasing of equipment, goods or services from any other company or entity.

8.34. OWNERSHIP OF MATERIALS

Unless otherwise agreed in writing by the Agency and the Contractor, any work, specifications, information, data, drawings, software and other items produced under the Contract, other than any Contractor Tool, is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall become, the exclusive property of the Agency.

8.35. RECORDS

- A. The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of two (2) years following payment of the Contractor's final undisputed proper invoice for the complete rendered Services. The Contractor shall make available to the Agency, State of Georgia and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the Agency deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.
- B. The Contractor shall include similar provisions in all subcontracts.

8.36. SUBCONTRACTORS

The Contractor acknowledges and agrees: that if it shall be necessary to hire or subcontract with competent personnel to fulfill its obligations under the Contract, it shall do so at its own expense; and to ensure that any and all work assigned to any subcontractor shall be performed in compliance with all of the terms and conditions of the Contract. Nothing contained in the Contract shall create any contractual relation between any sub-contractor and the Agency.

8.37. SURVIVAL

The representations, warranties and indemnities contained herein shall survive the termination of the Contract.

8.38. TERMINATION

- A. **Termination for Cause**

- a. If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the Agency may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the Agency by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In addition, the Contract may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.
- b. In the event of termination, any completed Services performed by the Contractor under the Contract shall, at the option of the Agency, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Agency. The Contractor, however, shall not thereby be relieved of liability to the Agency for damages sustained by the Agency by reason of any breach of the Contract by the Contractor, and the Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the Agency from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the Agency from terminating the Contract for such delay.

B. Termination for Convenience

- a. The Agency may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the Agency for lost profits in conjunction with a termination for convenience.
- b. The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the Agency's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

The Agency shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the Agency may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the Agency. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 8 ~

SECTION 9: Special Terms and Conditions

9.1. INSURANCE

- A. The Contractor shall, at all times during the term of the Contract, carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:
- a. **Automobile Insurance.**
An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$2,000,000. 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 \$250,000/\$500,000 and medical pay of \$5,000.
 - b. **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;
 - c. **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);
- B. Prior to the execution of the Contract, the Contractor shall provide the Agency with a certificate of insurance, which shall: (i) evidence the above policies; (ii) name the Agency as additional insured with respect to the comprehensive commercial general liability insurance policy only; and (iii) contain a provision that requires the Contractor's insurers to provide the Agency with a written notice of any cancellation or adverse material change in the insurance and that such cancellation or adverse material change shall not be effective with respect to the Agency for thirty (30) days after such written notice is given.
- C. The Contractor acknowledges and agrees that its failure to provide the Agency with a certificate of insurance and/or the failure by the Agency to demand the delivery of said certificate shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the Contractor shall hold the Agency harmless from any liability arising as a result of any such failure(s).

9.2. PERSONNEL

A. Contractor's Personnel

- a. While on Agency property, the Contractor's personnel shall: present a professional appearance; be neat, clean, well-groomed and properly uniformed; and conduct themselves in a courteous and respectable manner.
- b. The Contractor shall not allow any of its personnel who are under the influence of alcohol, drugs, or any other incapacitating agents to perform work under the Contract. The Contractor's personnel shall not use any

Agency equipment or facilities, unless identified herein, or loiter in the areas being serviced.

- c. The Contractor shall not allow any of its personnel to use tobacco products while on Agency's property.

B. Unauthorized Personnel

The Contractor's personnel shall not be accompanied on Agency's premises by acquaintances, family members, or any other person unless the individual is an authorized employee of the Contractor. The Agency prohibits teenagers, minors, and children from working on Agency -owned property under the Contract. Unauthorized persons discovered on the Agency's premises will be immediately escorted off the property.

9.3. SAFETY AND HEALTH REQUIREMENTS

- A. The Contractor shall comply with all Federal, State, County, Agency and local regulations pertaining to employee health and/or safety (i.e., MOSH, OSHA, DOT, etc.). If a safety concern of imminent danger is noted the Agency shall reserve the right to stop all work immediately until the safety concern is adequately addressed.
- B. All of the Contractor's personnel shall wear and/or use appropriate Personal Protective Equipment (PPE) in the performance of the Services. Any questions or injuries shall be brought to the attention of the Agency.

9.4. CONTRACTOR'S CAPACITY

The Contractor shall have the capacity to perform the work required under the contract. The Agency may request documentation to verify the Contractor's capacity during the evaluation process. The Contractor shall meet the following minimum capacity requirements:

A. Minimum Work Force / Staffing

The Contractor will have the necessary staff to perform the contracted work. All staff shall have the required licenses, certifications, insurance and necessary training to perform the Services.

B. Equipment

The Contractor shall own basic equipment required to perform the Services and shall have the capacity to rent equipment as needed.

9.5. HOLIDAYS (OBSERVED)

The Agency observes the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Holiday (Thursday and Friday)
- Christmas Day

9.6. CONTRACT TERM AND PRICE ADJUSTMENTS

- A. The executed contract will initially be in place for the period of time that it takes the Contractor to complete the work (though some stated provisions will extend through the noted warranty period)
- C. Pertaining to the ensuing contract, there shall be no escalation of the proposed unit costs allowed at any time during the awarded contract periods. The successful Bidder guarantees, by submitting a bid, that he/she will hold all costs for the entire contract period unless at the discretion of the Agency a change is need/required to complete the project.

9.7. POST AWARD CONFERENCE (CONTRACT KICKOFF MEETING)

The Contractor agrees to attend any post award conference convened by the Contract Administrator. This meeting shall be at no additional cost to the Agency.

9.8. CONTRACT ADMINISTRATION

- A. The Contract Administrator shall serve as the liaison between the HAS and the Contractor, and shall:
 - a. Have the authority to give direction to the Contractor, monitor and inspect the Contractor's performance to ensure complete and satisfactory performance of the Contract and quality of the Contractor's work under the Contract.
 - b. Serve as the records custodian for the Contract, which includes issuing notices to proceed; preparing reports; and approving and/or rejecting invoices for payment.
- B. The Contract Administrator is NOT authorized to interpret ambiguities in the Contract language or to make determinations (as opposed to recommendations): that alter, modify, cancel, or terminate the Contract, or any portions thereof; or that waives the Agency's rights under the Contract.

9.9. UNAUTHORIZED USE OF AGENCY EQUIPMENT

The Contractor's personnel shall be prohibited from, at any time, use of Agency equipment unless authorized by the Agency, including the use of non-pay telephones for any purposes other than a local emergency call.

9.10. WORK COORDINATION AND SCHEDULING

- A. The Contractor shall coordinate safety meeting before starting of work to discuss everything from isolation to emergency responses/communication plan.
- B. If work requires shutting down utilities, HVAC equipment, or relocating adjacent occupied spaces, such work shall be discussed with Agency staff and develop a work plan. The Contractor shall be responsible for coordinating shutting down and restarting equipment and restoring utility services.
- C. Upon completion of the work under the Contract, the Contractor shall call for inspection, make corrections as required and submit invoice for payment. The invoice MUST reference the Contract number.
- D. The Agency must authorize overtime and emergency (if applicable) service prior to the commencement of the work under the Contract.

~ END OF SECTION 9 ~

SECTION 10: Required Forms

INVITATION FOR BIDS (IFB)

NO. 09272023

**REPLACEMENT OF (259) PACKAGED
TERMINAL AIR CONDITIONER (PTAC) WALL
SLEEVES AT THE STILLWELL TOWERS
BUILDNG**

ATTACHMENT A-H

**REQUIRED FORMS ARE PROVIDE AT THE
FOLLOWING WEBSITE:**

Housing Agency Marketplace
<http://ha.internationaleprocurement.com>