

INVITATION TO BID

The Rochester Housing Authority (603) 332 4126 will receive sealed bids for Lawn Mowing Services until 9:00 A.M. Monday, April 15, 2024, in the document in box at the RHA office, 77 Well Sweep Acres, Old Farm Lane, Rochester, NH. After an appropriate waiting period (at least 2 days) the bids will be opened, and the results published on the Authorities Web site.

Contract documents are available electronically by contacting the RHA office at 603 332 4126 or John Sullivan at 603 332 4126 Ext 109. Questions are referred to John Sullivan at johns@rhanh.org.

Payment of not less than the minimum salaries and wages set forth in the Contract Documents and evidence that employees and applicants for employment are not discriminated against because of race, color, ethnicity, sex, marital status, age, or physical or mental handicaps will be required of the successful low bidder. Section 3 Businesses, Minority and Woman's Business Enterprises are encouraged to submit proposals or subcontract (to a General Contractor who has submitted one) for this project.

There is a site walkthrough and pre bid conference on Friday March 29, 2024, at 10:00AM at Wellsweep Acres located at 77 Olde Farm Lane, Rochester, NH 03867. Potential bidders are encouraged to pick up documents prior to this date.

Stacey Price
Executive Director

ROCHESTER HOUSING AUTHORITY

INVITATION FOR BIDS (IFB) No. B24002

Lawn Mowing Services

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INTRODUCTION

INVITATION FOR BIDS (IFB) No. B24002, Lawn Mowing Services

The Rochester Housing Authority (hereinafter, "the Agency") is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families. The Agency is headed by an Executive Director (ED) and is governed by a 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.

Currently, the Agency owns and/or manages: (a) 8 multi-family apartment complexes totaling 350 housing units. The Agency currently has approximately 15 employees.

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

IFB INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to "Contracting Officer" or "(CO)" shall be a reference to Mr. Sullivan.)	John Sullivan, Capital Funds Manager Telephone: (603)332-4126 x109 E-Mail: cfp@rhanh.org 77 Olde Farm Lane, Rochester, NH 03867
HOW TO OBTAIN THE IFB DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	<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 eProcurement Marketplace, please call customer support at (866)526-9266.
PRE-BID CONFERENCE	Friday, March 29, 2024, 10:00 AM ET Administrative Office 77 Olde Farm Lane, Rochester, NH 03867
DEADLINE TO SUBMIT QUESTIONS	Friday, April 5, 2024, 4:00 PM ET
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	<ol style="list-style-type: none"> 1. As directed within Section 3.2.1 of the IFB document, submit proposed pricing where, provided for within the aforementioned eProcurement Marketplace. 2. As instructed within Section 3.0 of the IFB document, submit 1 copy of your sealed "hard copy" documentation to the Agency Administrative Office.
BID SUBMITAL RETURN & DEADLINE	Monday, April 15, 2024, 9:00 AM ET Administrative Office 77 Olde Farm Lane, Rochester, NH 03867 *(The proposed costs must be entered within the aforementioned eProcurement Marketplace and the sealed "hard copy" bid must be received in-hand and time-stamped by the Agency by no later than 9:00 AM ET on this date).

1.0 THE AGENCY'S RESERVATION OF RIGHTS. The Agency reserves the right to:

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- 1.1 **Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
 - 1.2 **Right to Not Award.** Not to award a contract pursuant to this IFB.
 - 1.3 **Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the Contractor(s).
 - 1.4 **Right to Determine Time and Location.** Determine the days, hours, and locations that the Contractor (s) shall provide the services called for in this IFB.
 - 1.5 **Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
 - 1.6 **Right to Reject Any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
 - 1.7 **No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
 - 1.8 **Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the eProcurement 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 time frame shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such an issue.
 - 1.9 **Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the IFB documents (and any other information pertaining to this IFB such as addenda). Accordingly, by submitting a response to this IFB the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as an association or 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.
- 2.0 **SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is seeking proposals from qualified, licensed, and insured entities to provide services that shall include, but are not limited to, the following:

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2.1 On-going Mowing and Trimming Services.

- 2.1.1 Cutting Schedule.** All grass areas shall be mowed every 10 days from April through the end of October and as-needed (as ordered by the Agency) from November through March, most likely, but not guaranteed, there will be no services provided at all. The exact day of the week that the services will be provided will be decided by the Agency (with input from the Contractor) once a successful proposer has been identified; however, please be aware that no cutting will be permitted on Sundays.
- 2.1.2 Cutting Height.** Mowing height will typically be 2 to 2½ inches. If the height of the grass has exceeded 6", the mower blades shall be raised so that at no time will more the 1/4 of the grass leaf area be removed. In order to prevent scalping, at no time will mower blades be set lower than 2".
- 2.1.3 Order of Service.** The 10-day services will be provided by the Contractor in the following order:
- 2.1.3.1** First, all trash and debris will be picked up from the landscaped areas (PLEASE NOTE: Agency management will endeavor to keep each development as free from trash as possible); then,
- 2.1.3.2** Second, if applicable, any foliage will be trimmed; then,
- 2.1.3.3** Third, where appropriate, trimming by use of a weed eater (typically around foliage, trees, walls, buildings, etc.) and an edger (typically along concrete walks) will be completed (PLEASE NOTE: All areas inaccessible with open area cutting equipment must be trimmed mechanically. Examples of areas include around utility poles, yard equipment, fencing, trees, playgrounds, etc.); then,
- 2.1.3.4** Fourth, the lawn areas will be cut; then,
- 2.1.3.5** Fifth, the immediate adjacent paved areas will be cleaned, most typically by sweeping, vacuuming, and/or blowing.
- 2.1.4 Specific Service Requirements.** Each complex will be mowed and trimmed in its entirety during each mowing session. All associated trimming and clean-up work will be performed during the same session. Mowing patterns will alternate, whenever possible to reduce rutting and compaction of the turf area. Where turf areas are too narrow to allow mower access the Contractor will line-trim grass to a uniform height during each mowing session. In the case of guard rails or similar both sides will be trimmed out a minimum of 3 feet. All fences will be maintained free of all vines, weeds, and brush growth. Brushy material will be maintained a minimum of 2 feet distance from the fence.

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2.2 Additional Potential Labor that may be required. At some point during the contract period the Agency may require the Contractor to provide the services identified hereafter (the services identified within Section 2.1 shall be provided as a part of the 10-day services). The Agency will dictate the specific days and times of such services, if retained. The Contractor will provide the services at the Additional Labor Rates detailed within the Contractor's proposal; meaning, the total price will be negotiated. Accordingly, the Agency will only order such additional services by use of a fully completed Task Order form (please see Attachment G-5). Such additional services include, but are not limited to:

2.2.1 Mulching (if requested by the Agency). All mulching materials will be well-aged with no "green" wood, free of debris or hazards. Mulch will be of acceptable uniformity and free of debris.

2.2.2 Bush Trimming (when scheduled by the Agency). As required and ordered by the Agency (NOTE: The Agency anticipates, but does not guarantee, that it may order the Contractor to trim bushes two times during the growing season).

2.2.3 Pruning and Tree Trimming (when scheduled by the Agency). Where appropriate all trees will be allowed to adopt a natural but controlled condition. Based upon visibility and need, shearing may occur as requested by Agency designated representative. Trimming will be specified as hand (detailed) or mechanical (sheared) control. All tree material shall be maintained to provide a clear line of sight to all pedestrian walkways, sidewalks, driveways and intersections. Within the landscape beds an average clearance of 7 feet shall be maintained to provide a clear view of the landscape. Plants shall be allowed to attain their natural character and size.

2.2.3.1 Typically, tree trimming over 20 feet will be completed by the Agency under a separate competitive solicitation and contract; however, the Agency reserves the right to direct the successful proposer ensuing from this IFB to provide these services (typically, minor in nature). Where appropriate all trees will be allowed to adopt a natural but controlled condition. Based upon visibility and need, shearing may occur as requested by Agency designated representative. Trimming will be specified as hand (detailed) or mechanical (sheared) control. All tree material shall be maintained to provide a clear line of sight to all pedestrian walkways, sidewalks, driveways, and intersections. Within the landscape beds an average clearance of 7 feet shall be maintained to provide a clear view of the landscape. Plants shall be allowed to attain their natural character and size.

2.3 Contractor's Responsibilities/Qualifications. (In alpha order, pertaining to all services.)

2.3.1 Damage. Any damage to Agency- or tenant-owned property by the Contractor from mowing, or other services performed by the Contractor, will be the Contractor's sole responsibility to repair in a timely manner.

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This includes any damage to electrical or sprinkler pipes and any other property (Agency- or tenant-owned) caused by mowing or other services performed by the Contractor.

- 2.3.2 **Edging.** Chemicals are not to be used to edge grass. Turf edges shall always be neat, straight, and clean, in keeping with industry standards. If structures, sidewalks, trees, plants, or other property is damaged during the maintenance of the turf, the full financial responsibility to correct such damage will be covered by the Contractor.
- 2.3.3 **Employee Appearance.** The Contractor's employees shall present a neat and clean appearance while on the Agency premises. Service personnel shall wear their company uniform or a name badge at all times.
- 2.3.4 **Ensuing Debris Removal.** Grass clippings and debris resulting from the services provided are to be blown away from buildings, walkways, curbs, driveways, concrete pads, dumpster pads, air conditioning pads, and storm drains after each mowing or edging operation. Grass and debris will not be blown or placed in parking lots, entrance doors or other areas where it will be seen or is unsightly. Grass and debris will not be blown into bedding areas. All grass and debris requiring removal shall be removed from the premises by the end of each working day. Other than the trash that the Contractor picks up from the site, the Agency's dumpsters shall not be used by the contractor.
- 2.3.5 **Equipment; Supplies; Materials.** As a part of the proposed fees, the Contractor shall supply any and all such items needed to provide the services detailed herein; meaning, the Agency shall not pay any additional fees for such.
- 2.3.6 **Labor.** The Contractor shall employ only persons qualified in landscape maintenance.
- 2.3.7 **Leaf, Litter, and Trash Removal and Disposal.** Shrub beds (mulched areas), turf areas, sidewalks, gutters, parking lots, play areas, storm water drains, v-ditches and catch basins and other surfaces surrounding the building shall be kept free of leaves, trash, and other debris. Weeds, sod, trash, containers, pruning, roots, or other debris generated during regular maintenance visits shall become Contractor's property and disposed of away from Agency property. Storm drains, including strip drains, must be inspected behind or under grates during every site visit during the months of May-September. To ensure that water can freely evacuate from the drainage basin, the Contractor shall clean out the storm drains of any debris that is present.
- 2.3.8 **Maintenance Requirements.**
 - 2.3.8.1 All service areas shall be kept visually clean, attractive, and free of weeds, trash, and debris.

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- 2.3.8.2** All grass, leaves and other debris that are blown by contractor onto any parking area, patio, stairs, or walkways are to be collected and removed. All leaves, tall weeds and other debris which collect on the grounds are to be collected and removed by contractor.
- 2.3.8.3** Weeds will be controlled using non-chemical management tactics whenever possible with an overall goal of limiting the annual use of pesticides on Agency property and utilizing chemicals to control weeds as a last resort. Weeds and ivy growing on or touching any building or structure, including fences and gates, shall be eradicated and removed. Weeds on building grounds shall be eradicated and removed in order to present a neat, well-maintained appearance at all times. Weeds shall be controlled in planter beds, ground cover and turf areas. Areas around shrubs and trees shall be cultivated sufficiently and often enough to control weed growth.
- 2.3.9 Minimum Acceptable Qualifications.** The Contractor shall:

 - 2.3.9.1** If applicable, possess and maintain a valid licensing required by the City of City of Rochester, NH, and, if applicable, any of the counties named within the INTRODUCTION on the preceding Page 3 of this document (or, if required, within any governmental jurisdiction therein), and/or the State of New Hampshire.
 - 2.3.9.2** Be able to provide services for all the Agency properties listed within the following Table No. 3 herein.
 - 2.3.9.3** Not be debarred by the State or Federal Government for participation in contracting with public agencies.
- 2.3.10 Quality of Service.** All work provided shall be performed in accordance with established horticulture practices, using modern techniques accepted by the landscaping industry.
- 2.3.11 Safety.** The Contractor shall, at all times, ensure that all work provided by the Contractor complies with all local, State, and Federal rules pertaining to work place safety; meaning, the Contractor shall, at all times, conduct business in such a manner as to protect its workers, Agency residents, Agency staff, and the public. Further, the Contractor shall have full and sole responsibility to correct any such condition found unsafe by any authorized entity (including the Agency), and, if such unsafe conditions result to any group named within this section, shall have full and sole responsibility to compensate such persons if so ordered by an authorized agency or a court having jurisdiction.

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- 2.3.11.1 All work provided by the Contractor shall be conducted with the utmost concern for the safety of the workers, Agency employees and the public, in such manner as to cause the least possible interference with or annoyance to others.
 - 2.3.11.2 The Contractor shall comply with all published Agency safety procedures and guidelines.
 - 2.3.12 **Scheduled Services.** Scheduled services shall be performed at the frequencies and specific locations as set by the Agency, unless otherwise directed in writing by the Agency. The Agency's regular working hours are between 8:00 AM and 5:00 PM, Monday through Friday.
 - 2.3.13 **Specific Service Requirements.** Each complex will be mowed and trimmed in its entirety during each mowing session. No cutting shall be completed on days that it rains. All associated trimming and clean-up work will be performed during the same session. Mowing patterns will alternate, whenever possible to reduce rutting and compaction of the turf area. Where turf areas are too narrow to allow for mower access the Contractor will line-trim grass to a uniform height during each mowing session. In the case of guard rails or similar both sides will be trimmed out a minimum of three feet. All fences will be maintained free of all vines, weeds, and brush growth. Brushy material will be maintained a minimum of 2 feet distance from the fence. Chemical spraying of pre- and post-emergent treatment weed control is not acceptable; however, the Agency retains the right to accept, reject, and/or give further direction as to how such treatment is applied.
 - 2.3.14 **Work Deficiencies.** The Agency anticipates that it will closely observe the performance of the Contractor.
 - 2.3.14.1 If the Agency Representative determines that work by the Contractor was not performed as specified in the ensuing contract and was thereby deficient, the Contractor shall correct the deficiencies in a timely manner (NOTE: "timely," as may be directed by the Agency Representative); and such shall be completed at the Contractor's expense, not Agency expense.
 - 2.3.14.2 If the Agency Representative rightfully determines that turf, plant life, ground cover, fixtures or equipment have been damaged, killed, or failed to retain healthy growth as a result of Contractor's recommendations, operation, negligence, or chemicals, all aforementioned plant life, fixtures, or equipment shall be replaced at Contractor's expense.
 - 2.3.14.3 Failure on the part of the Contractor to fail to correct work deficiencies shall be cause for termination of the Contract by the Agency.

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- 2.4 Service Locations.** Pertinent sites are identified following (and within other sections herein).

[Table No. 3]

2.4.1	1	Aurthur Nickless Building	19 Glennwood Ave. Rochester, NH 03867
2.4.2	2	Linscott Court Apartments	20 Columbus Ave, Rochester, NH 03867
2.4.3	3	Marshview Apartments	194 Brock St, Rochester, NH 03867
2.4.4	4	31 Emerson Ave Apartments	31 Emerson Ave, Rochester, NH 03867

- 2.5 Previous/Current Contractor(s).** The Agency's current contractor for these services is Wade Landscaping + Construction LLC of Somersworth, NH.

3.0 BID FORMAT.

- 3.1 Tabbed Bid Submittal.** 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 Table No. 3 immediately following. 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

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below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 4]

(1) IFB Section	(2) Tab No.	(3) Description
3.1.1		Step #1: Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.
3.1.1.1	1	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.
3.1.1.2	2	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>. This Form is attached hereto as Attachment B to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
3.1.1.5		NOTE: As directed within the following Section 3.2 herein, bidders MUST NOT submit any pricing accompanying this preceding-required documentation, as pricing shall be submitted online only, where provided for within the eProcurement Marketplace.
3.1.2		Step #2: Documentation/information to be submitted, within 5 days, only by the apparent low bidder(s) when directed to do so by the Agency.
3.1.2.1	1	Licensing. Submit under this Tab the license(s) detailed within the following Section 5.4.5 herein.
3.1.2.2	2	Proposed Services. Each bidder shall place under this tab documentation further explaining the bidder's services and showing how the bidder intends to fulfill the requirements of the preceding Section 2.0 herein, including, but not limited to: <i>(NOTE: Though the bidder is not limited by such, the Agency anticipates that the total documentation submitted under this Tab will be at a maximum of 1-2 pages.)</i>
3.1.2.2.1		The firm's resources (i.e., personnel; equipment) to provide the services.
3.1.2.2.2		If appropriate, how staff are retained, screened, trained, and monitored.
3.1.2.2.3		The proposed quality assurance program.
3.1.2.2.4		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e., written; fax; Internet; etc.).
3.1.2.2.5		A complete description of the products and services the firm provides.

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3.1.2.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the bid submittal.
3.1.2.4	4	Managerial Capacity/Financial Viability. The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the bid's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart).
3.1.2.5	5	Client Information. The bidder shall submit a listing of former or current clients, including multi-family housing (i.e., apartment complexes of a similar nature), for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.2.5.1		The client's name;
3.1.2.5.2		The client's contact name;
3.1.2.5.3		The client's telephone number and email address;
3.1.2.5.4		A brief narrative description and scope of the service(s) and the dates the services were/are provided.
3.1.2.6	6	Equal Employment Opportunity/Supplier Diversity. The bidder shall submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses).
3.1.2.7	7	Subcontractor/Joint Venture Information (Optional Item). The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. 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.
3.1.2.8	8	Other Information (Optional Item). The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation.
3.1.2.9		Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 5.4.1 through 5.4.4 herein. NOTE: The apparent successful bidder will NOT deliver these certificates to the Agency—the insurance broker or carrier will do so.

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3.1.2.10	Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO NOT</u> eliminate any of the tabs.
3.1.2.11	Bid Submittal Binding Method. It is preferable and recommended that the bidder bind the bid submittal in such a manner that the Agency can, if needed, remove the binding (i.e., "spiral-type" etc.) or remove the pages from the cover (i.e., 3-ring binder; etc.) to make copies, then conveniently return the bid submittal to its original condition.

3.2 Entry of Proposed Fees.

- 3.2.1 *The proposed fees shall be submitted by the bidder and received by the Agency, where provided on the eProcurement Marketplace only. Do not submit, enter or refer to any fees or costs within the 10-tab "hard copy" bid submittal detailed within Section 3.0—any bidder that does so may, at the Agency's discretion, be rejected without further consideration.*

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- 3.2.2 Pricing Items.** Unless otherwise stated herein, the proposed fees are all-inclusive of all related costs that the Contractor 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. 5]

3.2.1	On-going 10-day Lawn Mowing Services			
3.2.1.1	1	18	Service Events	Site No. 1: Arthur Nickless Building
3.2.1.2	2	18	Service Events	Site No. 2: Linscott Court Apartments
3.2.1.3	3	18	Service Events	Site No. 3: Marshview Apartments
3.2.1.4	4	18	Service Events	Site No. 4: 31 Emerson Court Apartments
3.2.1.5				
3.2.1.6				
3.2.2	Additional Labor (for additional services that the Agency may need that are not already provided for herein)			
3.2.2.1	7	30	Hours	Supervisor
3.2.2.2	8	60	Hours	Technician/Equipment Operator
3.2.2.3	9	60	Hours	Laborer
3.2.2.4	10	5,000	Dollars	Landscaping-related supplies/materials that may be needed to complete the additional services, especially pertaining to the immediate preceding Pricing Items No. 7-9.
*NOTE: Complete Service Events or Cutting Events at each listed site.				

3.3 Additional Information Pertaining to the preceding-listed Pricing Items.

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

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

3.3.1.1.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount. As may be further detailed herein, most specifically within the preceding Section 3.3.1.1, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$1,000; (b) NMCA: \$100,000 (each shall be annual amounts).

3.3.1.1.2 Exceptions Pertaining to the GCMA.

3.3.1.1.2.1 The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of 2 requests from the Agency to be available for work during the contract period.

3.3.1.1.2.2 (PLEASE NOTE: This clause does not pertain to any firm that, as detailed within the preceding Section 3.3.1.1.2.1, has had the GCMA declared null and void during the current contract period). If, during the final 3 months of the contract period, the Agency has not made a task order award to any Contractor(s) in the pool that would ensure that award(s) to the Contractor reaches the \$2,000 GCMA, the Agency shall retain the right to suspend the process detailed within Section 2.4 herein

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and complete an award directly to any such Contractor, thereby reaching the GCMA (once the GCMA has been met, this exception is no longer available during that contract period and the procedure set within Section 2.4 is again in affect).

- 3.3.1.2** How we arrived at each of the "18" weeks" identified within the preceding Table No. 5 herein (Pricing Items No. 1-6). The Agency anticipates (but does not guarantee) that the Contractor will provide services once every approximate 10 days during April through October. (NOTE: Please remember that the Agency reserves the right to adjust this schedule and to require the Contractor to provide any frequency of services that the Agency feels is appropriate.) Accordingly, we have calculated the following as an estimate.

Calculated Estimate of Total Weeks of Service Annually:

[Table No. 6]

(1)	(2)	(3)	(4)
IFB Section	Months	Service Frequency	Calculated Estimate of Total Number of Weeks of Service Annually
3.3.2.1	April through September	Every 10 days	18

- 3.3.2** **Entry of Fees.** Bidders are required to submit a bid, where provided for within the eProcurement Marketplace, for each and every Pricing Item detailed within the preceding Table No. 5 herein. Whereas no additional bid prices can or will be received after the bid submittal deadline, any bidder that does not comply with this requirement shall be rejected without further consideration.

- 3.3.2.1** **Warning! Realistic Proposed Cost for the Pricing Items.** Each bidder is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic cost for each Pricing Item listed within the preceding Table No. 5 herein. For example, if the successful bidder enters \$1.00 per hour for an "hourly" Pricing Item, then the \$1.00 per hour is what the successful bidder will charge the Agency for the work that the Agency may retain the successful bidder to provide if the Agency deems such retention is in the Agency's best interests to do so. Further, if,

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despite this warning, the successful bidder proposes a very low fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful bidder to, at contract execution, present a cash bond in a suitable amount (i.e., \$5,000.00) which the Agency will hold during the term of the ensuing contract period to ensure that the successful bidder will fulfill his/her obligation in this matter.

3.3.2.2 No Negotiation of the Proposed Fees after the Submittal Deadline. The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, bidders are strongly cautioned to submit a realistic price for each Pricing Item identified within the preceding Table No. 5 herein that the bidder chooses to submit a proposed cost for.

3.3.2.3 Review the Entry of Proposed Fees. The Agency strongly recommends that each bidder, 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 and as the bidder intended to meet the requirements herein (the eProcurement 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 make a determination as to the placement of bidders within the "pool" identified within the preceding Section 2.5 herein.

3.3.2.3.1 Determination of the Lowest Calculated Cost. After a bidder has entered where provided within the Marketplace his/her proposed unit costs for the Pricing Items, the Marketplace will automatically multiply the proposed unit costs by the listed quantities. The total sum of all the line items will determine the apparent lowest bidder.

3.3.2.4 Additional Related Work that may be Required. Please note that if the Agency decides that it will retain the Contractor to perform any additional related work, the costs of such work shall be negotiated at the applicable unit or hourly rates proposed by the Contractor in response to the following detailed Pricing Items. Pertaining to the Proposed Additional Labor Rates (Pricing Items No. 7-10):

3.3.2.4.1 Supervisor (pertaining to Pricing Item No. 7). The Contractor's assigned, skilled staff person

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who has the responsibility to supervise work at the Agency site. This person may, while supervising, also perform work typically assigned to the Contractor's other staff. It is understood that a Supervisor position will be paid by the Agency only if there are 3 or more persons working on the site at the same time; if there are less than 3 persons working at the site at the same time, then the Agency will only pay for such staff at the level they are actually working (i.e., Technician/Operator and Laborer).

3.3.2.4.2 Technician/Equipment Operator (pertaining to Pricing Item No. 8). The Contractor's assigned staff person who typically operates the more complex equipment and does any repair or installation work. This person may also perform work typically assigned to the Supervisor and the Laborer positions.

3.3.2.4.3 Laborer (pertaining to Pricing Item No. 9). The Contractor's assigned staff person who typically performs the unskilled labor services detailed herein. This person may also perform minor unskilled duties pertaining to the Technician/Operator position.

3.3.2.4.4 Supplies/Materials (pertaining to Pricing Item No. 10). Each proposer shall enter pricing for this item where provided for within the eProcurement Marketplace as a percentage over cost. For instance, if the proposer wishes to provide such items at cost, he/she shall enter "1.00" within the cost area for this item; if the proposer wishes to provide such materials at 30% over cost, he/she shall enter "1.30" within the cost area for this item; and so forth. The Marketplace will perform the extended calculations. Please note that this fee proposal shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site, meaning, all costs shall be F.O.B. the Agency site. Also, the Agency reserves the right to:

3.3.2.4.4.1 Require the Contractor to garner such needed supplies directly from the Agency; and/or,

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

3.3.2.4.4.3 In any case, the Agency anticipates (and shall require) that the Contractor will procure such supplies/materials from supplies at a fair and reasonable "market rate" cost. The Agency reserves the right to not reimburse the Contractor for any portion of any such costs that are deemed by the Agency to be unfair and unreasonable ("deemed," meaning in the opinion of the Agency based on a comparison of such costs with costs for similar items that may have been or could have been procured as detailed within the immediate-preceding Sections 3.3.2.4.4.1 and 3.3.2.4.4.2.

3.3.2.5 **Assumption.** Pertaining to the Pricing Items listed within Table No. 5, it shall be the Agency's assumption that the successful bidder has based his/her proposed pricing for Pricing Items 1-6 upon the proposed rates submitted by the bidder for Pricing Items No. 7-10, and by submitting a bid in response to this IFB, the successful bidder automatically agrees that such is accurate. Accordingly, the Agency may use such assumption, if necessary, to do any lump-sum bid breakdown calculation that may be needed during the ensuing contract period(s).

3.3.2.5 **Supplies/Materials (Pricing Item No. 10).** Each bidder shall enter pricing for this Item where provided for within the eProcurement Marketplace as a percentage over cost. For instance, if the bidder wishes to provide such items at cost, he/she shall enter "1.00" within the cost area for this item; if the bidder wishes to provide such materials at 30% over cost, he/she shall enter "1.30" within the cost area for this item; and so forth. The eProcurement Marketplace will perform the extended calculations. Please note that this fee bid shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site, meaning, all costs shall be F.O.B. the Agency site. Also, the Agency reserves the right to:

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- 3.3.2.5.1 Require the Contractor to garner such needed supplies directly from the Agency; and/or
- 3.3.2.5.2 Procure directly from a supplier of the Agency's choosing any supplies/materials that the Contractor may require to provide the services.
- 3.3.2.5.3 In any case, the Agency anticipates (and shall require) that the Contractor will procure such supplies/materials from supplies at a fair and reasonable "market rate" cost. The Agency reserves the right to not reimburse the Contractor for any portion of any such costs that are deemed by the Agency to be unfair and unreasonable ("deemed," meaning in the opinion of the Agency based on a comparison of such costs with costs for similar items that may have been or could have been procured as detailed within the immediate-preceding Section 3.3.2.5.2).
- 3.3.2.5.4 Please note that the information within the immediate following Section 3.3.3 herein does not apply to the supply rates identified within this Section 3.3.2.5; meaning, the "percentage of cost rate" proposed will remain set throughout the ensuing contract periods.

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

- 3.3.3.1 **Notification must be received from the Contractor.** The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.
- 3.3.3.2 **Right to Reject.** As stated within the preceding Section 3.3.3, the Agency reserves the right to reject any such request for an

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increase in fees if the Agency feels doing so is in its best interests. Similarly, the successful bidder has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):

- 3.3.3.2.1 **Step No. 1.** The successful bidder submits his/her written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period (please see the preceding Section 3.3.3.1 herein);
- 3.3.3.2.2 **Step No. 2.** The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the successful bidder as to if the request is approved or rejected;
- 3.3.3.2.3 **Step No. 3.** If rejected and the successful bidder wishes to, as a result, cease providing the services to the Agency, the successful bidder has 10 days from the receipt of the written notice of rejection to deliver to the Agency CO a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice);
- 3.3.3.2.4 **Step No. 4.** The Agency will then endeavor to ensure that the Agency makes other arrangements to replace the successful bidder (i.e., contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the original successful bidder, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

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

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- 3.3.4.1** The Agency shall NOT be responsible to pay the successful bidder for any work that the successful bidder CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work "after hours" is due to the Contractor's lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a "non-normal" action by the Agency or an "Act of God" causes the Contractor to work "after hours" to solve the problem, then aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.
- 3.3.5** **HUD Maintenance Wage Rates Decision (MWRD).** Please see Attachment G-5, attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), the Agency must ensure that Contractors do not pay its employees that perform such work for the Agency at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a bid, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within Attachment G-10, attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor will not be required to submit certified payrolls; however, the Contractor must make its payroll records available to either the Agency or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply.
- 3.3.6** **Government-set Fees.** In some cases, the City or another locality, may require a building permit to be "pulled" for an assigned job (i.e., replacement of plumbing fixtures). The Contractor will be required to "pull" such permit, and the Agency will reimburse the Contractor the amount of the fee (but will not pay to the Contractor any profit or overhead fees for such).
- 3.3.7** **Prior Agency Approval Required.** Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of the Agency representative. Failure to abide by this directive shall release the Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.
- 3.3.8** **No Deposit/No Retainer.** The Agency will NOT pay any deposit or retainer fees at any time as a result of award of the ensuing contract (though the Agency may consider, under certain circumstances, a reasonable and justified payment for mobilization). The Contractor will be required to submit a full back-up detail of all hours worked, listed by no more than the "15-minute" standard.

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- 3.4 Bid Submission.** All pricing must be entered where provided within the eProcurement Marketplace only and all "hard-copy" bids (i.e., Step No. #1 detailed within the preceding Section 3.1.1, Table No. 4, herein) must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy of the "hard copy" tabbed bid submittal shall be placed unfolded in a sealed package and addressed and delivered to:

**Rochester Housing Authority
Attention: John Sullivan, Capital Funds Manager
77 Olde Farm Lane, Rochester, NH 03867**

- 3.4.1** 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.
- 3.4.2 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By accessing the 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.
- 3.4.3 Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that bidder to not be considered for award.
- 3.5 Proposer's Responsibilities – Contact with the Agency.** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners)

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pertaining to this IFB. Failure to abide by this requirement may be cause for the Agency to not consider a bid submittal received from any bidder who has not abided by this directive.

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

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

3.6.1 Within 2 CFR §200.321 it states:

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

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

3.6.1.3 (2) Affirmative steps must include:

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

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

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

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

3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

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

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

3.6.3.1 **Assistance to Small and Other Business, Required Efforts:**

- 3.6.3.1.1 Including such firms, when qualified, on solicitation mailing lists;
- 3.6.3.1.2 Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources;

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- 3.6.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- 3.6.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- 3.6.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and,
- 3.6.3.1.6 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.6.4 Requirements. Accordingly, please see Section 3.1.7 within Table No. 3 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.

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

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

[Table No. 7]

(1) IFB Section	(2) Document No.	(3) Attachment	(4) Attachment Description
3.8.1	1.0		This IFB Document
3.8.2	2.0	A	Form of Bid

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3.8.3	3.0	B	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.8.3.1	3.1	B-1	*form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs</i>
3.8.4	4.0	C	Profile of Firm Form
3.8.5	5.0	D	Section 3 Explanation
3.8.6	6.0	E	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.8.6.1	6.1	E-1	*form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts, Public and Indian Housing Programs</i>
3.8.7	7.0	F	<i>Supplemental Instructions to Proposers & Contractors (SIPC)</i>
3.8.8	8.0	G	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so)
3.8.8.1	8.1	G-1	Sample Contract Appendix No. 1: form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
3.8.8.2	8.2	G-2	Sample Contract Appendix No. 2: form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>

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3.8.8.3	8.3	G-3	Sample Contract Appendix No. 3: form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
3.8.8.4	8.4	G-4	Sample Contract Appendix No. 4 Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
3.8.8.5	8.5	G-5	Sample Contract Appendix No. 5: HUD FORM 52158, <i>Maintenance Wage Rate Decision</i> (04/2005)
3.8.8.6	8.6	G-6	Sample Contract Appendix No. 6, <i>Low-income Resident Hiring Plan</i>
3.8.8.7	8.7	G-7	Sample Contract Appendix No. 7: Task Order form.
3.8.9	9.0	H	<i>Detailed Overview of Agency Developments</i>

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4.0 BID EVALUATION.

- 4.1 Public Opening.** At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount bid. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the Agency reserves the right to, as determined by the Agency, "waive informalities and minor irregularities" as to the offers received). Bids will be available for inspection by the public after the award has been completed.
- 4.1.1 Ties.** In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- 4.2 Responsive Evaluation.** After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e., meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made).
- 4.3 Responsible Evaluation.** The Agency will evaluate each bid submitted as to responsibility (i.e., a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.
- 4.3.1** Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.
- 4.1 Restrictions.** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5.0 CONTRACT AWARD.

INVITATION FOR BIDS (IFB) No. B24002, Lawn Mowing Services

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

5.1.1 By completing, executing and submitting the Form of Bid, Attachment A, 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 eProcurement Marketplace," including the contract clauses already attached as Attachments G, and G-1 through G-7. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

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

5.2.1 Contract Form. The Agency will not execute a contract on the Contractor's form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G, and G-1 through G-7), 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 submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective bidder to notify the Agency, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

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

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

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

INVITATION FOR BIDS (IFB) No. B24002, Lawn Mowing Services

may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

- 5.3 **Contract Period.** The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.
- 5.4 **Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the *Contractor* will be required to provide (NOTE: Each of the following insurance coverage shall cover both the Contractor and the temporary employee):
- 5.4.1 **Workers Compensation Insurance.** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
- 5.4.2 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each claim, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;
- 5.4.3 **Automobile Insurance.** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
- 5.4.4 **City/County/State Business License.** If applicable, a copy of the bidder's business license allowing that entity to provide such services within the City of Lebanon, VA, any of the counties named within the INTRODUCTION on page 3 of the document (or, if required, within any governmental jurisdiction therein), and/or the State of Virginia.
- 5.4.1 **Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.4) insurance certificates and licenses, each bidder is required to enter the 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(s) prior to contract execution).

INVITATION FOR BIDS (IFB) No. B24002, Lawn Mowing Services

- 5.5 Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 5.6 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 10 workdays of notification by the Agency.

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INVITATION FOR BIDS (IFB) No. B24002,LAWN MOWING SERVICES (2024)

FORM OF BID (IFB Attachment A)

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

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

[Table No. 1]

(1) "X" = Item Included	(2) Tab No.	(3) Bid Submittal Item (One original signature copy of each document)
	1	Form of Bid (Attachment A)
	2	form HUD-5369-A (Attachment B)
	3	Bid Bond (if the bid amount is \$50,000 or greater)

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

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

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

Signature

Date

Printed Name

Company

ROCHESTER HOUSING AUTHORITY, NH

INVITATION FOR BIDS (IFB) No. B24002,LAWN MOWING SERVICES (2024)

FORM OF BID
(IFB Attachment A)

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

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

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

Signature

Date

Printed Name

Company

ROCHESTER HOUSING AUTHORITY, NH