
Invitation for Bid

Kitchen and Bath Improvements At Cottage City Community located 4142 Bunker Hill Road, Cottage City, MD 20722 IFB 2018-10R – (Reposted)

For

Housing Authority of Prince George's County
9200 Basil Court, Suite 500
Largo, Maryland 20774



**EQUAL HOUSING
OPPORTUNITY**

An Equal Opportunity Employer
An Equal Housing Provider

BID NUMBER: IFB 2018-10R

BID DATE: October 05, 2018

PRE-BID MEETING October 10, 2018 at 10:00 AM

CONTACT:

MICHAEL JACKSON

301-883-5487

mjackson2@co.pg.md.us

IFB 2018-10R INFORMATION AT A GLANCE

HAPGC CONTACT PERSON:	Michael Jackson, Project Manager Email: mjackson2@co.pg.md.us Phone: 301.883.5487
HOW TO OBTAIN THE IFB DOCUMENTS:	Visit HAPGC website ha.mypgc.us HA.mypgc.us
IFB RELEASE DATE:	Friday, October 05, 2018
PRE-BID CONFERENCE: (JOB WALK) NOTE: JOB WALK ATTENDANCE IS NOT MANDATORY BUT HIGHLY ENCOURAGED. Prospective bidders should attend the pre-bid conference (job walk). The purpose is to consider prospective bidders questions and concerns on the proposed project(s).	Wednesday, October 10, 2018 July 20, 2018 at 10:00 AM Cottage City Towers 4142 Bunker Hill Road Cottage City , MD 20722
DEADLINE FOR SUBMITTING QUESTIONS / REQUEST FOR INTERPRETATIONS: (RFIs)	Friday, October 12, 2017 at 1:00 PM
BID SUBMITTAL DEADLINE	Monday, October 15, 2018 at 1:00 PM 9200 Basil Court, Suite 500 Largo, MD 20774 Bids shall be promptly opened in public at the above address.
BID OPENING:	Monday, October 15, 2018 at 1:30 PM 9200 Basil Court, Suite 208 Largo, MD 20774 Bids shall be promptly opened in public at the above address.

NOTE: HAPGC reserves the right to deviate from this timeline and/or modify the Scope of Work at any time

Notices of any such decisions or modifications will be located at:
HA.mypgc.us

Section 1 - Administrative Information and Instructions for Bidders

1.1 Background. The Housing Authority of Prince George’s County, Maryland (HAPGC) was established in 1969 to provide Prince George’s County residents with low to moderate incomes with safe, decent, and affordable housing. The HAPGC receives federal funds directly from the U.S. Department of Housing and Urban Development (HUD) to administer the Housing Choice Voucher program (HCV) and Public Housing Programs.. The HAPGC also provides its participant families with programs that encourage them to become self-sufficient which may potentially lead to homeownership opportunities.. The Housing Authority manages, five public housing residential sites consisting of 376 units. Additionally, the Housing Authority provides housing assistance to approximately 6000 families through the Housing Choice Voucher Program

1.2 Official means of communication. During the solicitation process for this IFB, all official communication with Bidders will be via notices posted on HAPGC website ha.mypgc.us HA.mypgc.us. Notices may include any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Bidder(s). It is incumbent upon Bidders to regularly monitor website for any such notices

1.3 Description. The work under this IFB shall be performed at the Cottage City Towers 4142 Bunker Hill Road, Cottage City, MD 20722 and shall include furnishing all labor, material, equipment, tools, supplies, services and incidentals, and performing all work necessary for the renovation of kitchen, baths, and flooring of ten (10) residential units to include two (2) Uniform Federal Accessibility Standard (UFAS) accessible residential units and associated improvements in strict conformance with all of the Contract documents. The work is to include the painting of each unit. All walls shall be cleaned, patched and painted

1.4 Schedule of Activities

Schedule of Activities - KEY DATES				
1	Bid issuance		Fri, Oct 05, 2018	

2	Pre-Bid Meeting - Visit to Site	Wed, Jul 20, 2018	10:00 am	
3	All questions and requests for information - DUE	Fri, Oct 12, 2018	1:00 pm	
4	Response to questions and requests for information - DUE	Fri, Oct 12, 2018	5:00 pm	
5	Bid Closing - All Bids due	Mon, Oct 15, 2018	1:00 pm	
6	Bid Opening	Mon, Oct 15, 2018	1:30 pm	
7	Evaluation and Award	Thur, Oct 25, 2018	1:30 pm	
8	Project Kick-Off Meeting - HAPGC(DHCD)	Mon, Oct 29, 2018	2:00 pm	
9	Projected Project start date	Mon, Nov 05, 2018	2:00 pm	

Note: The HAPGC is requesting interested Bidders to send a “notice of intent to bid” via email to the Contract specialist, as shown in IFB Section 1.6 (Inquiries and Questions) below. This Bidder notification provides the HA with the level of interest for this solicitation. Not sending an intent-to-bid notice does NOT impact the Bidder’s eligibility to submit a bid by the bid submission deadline.

Inquiries and Questions. Bidders may submit email concerning this IFB to obtain clarification on specifications and requirements. All inquiries are due no later than the time shown in Section 1.4. (Schedule of Activities) or otherwise amended on-line. Reference the IFB number in the subject line, When submitting inquiries via email, use an attachment with plain text in WORD(.DOCX) format. List your questions as “1, 2, 3, etc.”

E-mail - Send to at mjackson2@co.pg.md.us In the subject line, reference “IFB 2018-10R” Kitchen and Bath Improvements at Cottage City`”

Response to Bidder questions (if required) will be published as a modification on HA website HA.mypgc.us in a timely manner. Bidders should not rely on information not published on website, during the open solicitation period. Bidders are responsible for monitoring HA website for the publication of any and all modifications to this solicitation.

SECTION 2 HAPGC’S RESERVATION OF RIGHTS:

2.1 Right to Reject, Waive, or Terminate the IFB. The HAPGC reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB

process at any time, in its sole and absolute discretion, if deemed by the HAPGC to be in its best interests.

2.2 Right to Not Award. The HAPGC reserves the right not to award a contract pursuant to this IFB.

2.3 Right to Terminate. The HAPGC reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon five (5) calendar days written notice to the successful bidder(s).

2.4 Right to Determine Time and Location. The HAPGC reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.

2.5 Right to Determine Financial Responsibility and Viability. The HAPGC reserves the right to require of bidder information regarding financial responsibility and viability or such other information as the HAPGC determines is necessary to ascertain whether a bid is in fact the lowest responsive and responsible bid submitted.

2.6 Right to Retain Bids. The HAPGC reserves the right to retain all written bids submitted to the HAPGC in response to this IFB, and not permit withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said bids. The HAPGC may permit the withdrawal of bids when requested in writing by the bidder and such request is approved in writing by the HAPGC Contracting Officer (CO) in his/her sole and absolute discretion.

2.7 Right to Reject Any Bid. The HAPGC reserves the right to 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.

2.8 No Obligation to Compensate. The HAPGC shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.

2.9 Right to Amend Prior to Award. HAPGC reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on HAPGC's website at HA.mypgc.us. Such changes that are issued before the bid submission deadline shall be binding upon all prospective bidders. The HAPGC reserves the right to amend the contract any time prior to contract execution.

2.10 Right to Prohibit. The HAPGC shall reserve the right to 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 HA.mypgc.us and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and

further agrees that he/she will inform the CO in writing within 5 calendar days of the discovery of any item listed herein or of any item that is issued thereafter by the HAPGC that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HAPGC, but not the prospective bidder, of any responsibility pertaining to such issue.

2.11 Right to Issue New Bids. In the event the HAPGC rejects all bids submitted, the HAPGC reserves the right to re-advertise this IFB for new bids, to modify this IFB and re-advertise for new bids or to proceed to have the work completed otherwise.

2.12 Right to Cancel Award. HAPGC reserves the right to, without any liability; cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.

2.13 Right to Revise Quantities. HAPGC reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HAPGC under the following conditions:

2.13.1 Funding is not available;

2.13.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

2.13.3 HAPGC's requirements in good faith change after the award of the contract.

2.14 Right to Require Additional Information. HAPGC reserves the right to require additional information from all prospective bidders to determine level of responsibility. Such information shall be submitted in the form and time frame required by HAPGC.

2.15 Right to Require Accurate Timesheets. HAPGC reserves the right to require the successful bidder to keep accurate timesheets for all employees assigned to perform Any project, task, or assignment resulting from this IFB and any resulting contract.

2.16 Right to Contact. HAPGC reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the bidder regardless of their inclusion in the reference section of the bid submittal.

2.17 Right to Seek Restitution. In the event any contract resulting from this IFB is prematurely terminated due to nonperformance and/or withdrawal by the successful bidder, HAPGC reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the successful bidder to cover costs for interim services and/or cover the difference of a higher cost (difference between the terminated successful bidder's rate and new company's rate) beginning the date of successful bidder's termination through the contract expiration date.

2.18 Right to Amend Prior to Contract Execution. HAPGC reserves the right to amend the contract any time prior to contract execution.

3.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): The HAPGC is seeking bids from qualified, licensed and bonded entities to provide construction services at the public housing sites listed herein: SEE EXHIBIT 1

**Cottage City Towers
4142 Bunker Hill Road,
Cottage City, MD 20722**

The Housing Authority of Prince George's County is soliciting bids for the renovation/repair of ten (10) low rise housing units. The work will take place at our Cottage City Towers 4142 Bunker Hill Road, Cottage City, MD 20722. This work is being financed, in whole or in part, through grants provided by the Prince George's County Community Development Block Grant (CDBG) the U.S. Housing and Urban Development. The bidders are advised that Davis-Bacon labor standards will apply to this work. These labor standards require that workers receive no less than the prevailing wages. No bidder may withdraw their bid within 60 days after the date of the bid opening.

3.1 Construction Planning: All residential units will be un-occupied during the demolition and construction process. Contractor to provide scheduled work plan construction planning and scheduling MUST take into account that each resident requires 48 hours' notice prior to unit entry. Each resident MUST have a functioning stove, kitchen sink, bathroom and bedroom at the end of every work day. The HAPGC requires the successful bidder to have a complete construction plan schedule prior to starting work and to have that plan approved by the project manager or his designee, five (5) calendar days prior to the projected start date.

3.2 GENERAL SPECIFICATIONS OF WORK:

3.2.1 The work under this IFB shall be performed at the Cottage City Towers 4142 Bunker Hill Road, Cottage City, MD 20722 and shall include furnishing all labor, material, equipment, tools, supplies, services and incidentals, and performing all work necessary for the renovation of kitchen, baths, and flooring of ten (10) residential units to include two (2) fully accessible residential units and associated improvements in strict conformance with all of the Contract documents, unless otherwise notated. The work is to include the painting of each unit. All walls shall be cleaned, patched and painted.

3.2.2 Contractor to install **Owner supplied new cabinets, countertops, garbage disposal, stove and Refrigerator.** The Contractor to supply and install sink, faucet, and range hood. Sizes, color and model numbers per plans unless indicated otherwise.

Kitchen walls shall be cleaned, patched and painted before the installation of new cabinets, counters, fixtures and appliances.

3.2.3 Contractor to supply and install new vanity and countertop with integral sink and cabinet in all bathrooms. The Contractor to supply and install new ADA toilet, ADA faucet, grab bars. Sizes, color and model numbers shall be in accordance with the specifications, unless indicated otherwise. Walls shall be cleaned, patched and painted to match existing walls, if needed, before the installation of new cabinets, counters, fixtures.

3.2.4 All equipment, cabinets, fixtures, appliances and finishes shall be new and not used or refurbished. NOTE: Any "equivalent" new equipment, appliances, fixtures and finishes manufactured with similar specifications can be utilized for this project. Any other new product or brand that clearly or demonstrably meets the standards and specifications as outlined per plans, must be approved by the Project Manager prior to ordering.

3.2.5 Contractor to provide residents with on-site storage facility of household items. Successful bidder to carefully remove and replace all furniture, appliances, and other large or bulk items and furniture as necessary to properly remove and install new flooring and complete all other renovations. Residents will be responsible for removing and boxing of all belongings i.e. clothing, dishware, food and smaller items inside cabinets and on countertops.

3.2.6 OMIT

3.2.7 The four (4) handicap residential units to be renovated must meet UFAS requirements during all phases of work.

3.2.8 Successful bidder to ensure proper dumping of all waste and components from the site in an approved, legal landfill. Successful bidder shall provide a cleared site free of all debris, contractor equipment, etc. off-site daily. HAPGC refuse containers may not be used for disposal of any waste.

3.3 The HAPGC will give access to contractor for each unit based on contractor's proposed work schedule. Forty-eight (48) hours' notice is required before entering each unit.

3.4 Field Verification: Successful bidder is responsible to field verify existing conditions and promptly notify the HAPGC if discrepancies in and omissions from the plans, specifications or other contract documents are found in the field, including unforeseen conditions that may affect the successful completion of the project and/or work. Contractors will have access to several units to verify square footage at pre-bid conference (job-walk).

3.5 Explanations and Interpretations to Prospective Bidders: Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least **ten (10) calendar days** before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders. Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3.6 Interpretation of the Documents: Discrepancies in and omissions from the plans, specifications or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of the HAPGC, Project Manager. Any interpretation of the documents will be made only by amendment duly issued and a copy of such amendment will be mailed or delivered to each person or firm receiving a set of such documents. The HAPGC will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the HAPGC.

3.7 Amendments to the IFB: If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, by identifying the amendment number and date on the bid form, or by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The HAPGC must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the HAPGC's requirements. Amendments will be on file in the offices of the HAPGC at least 7 calendar days before bid opening.

3.8 Caution to Bidders: Prospective bidders are cautioned not to merely examine the plans and specifications in making their bid, since requirements are imposed upon the bidder by various other portions of this IFB and the Contract Documents.

4.0 BID FORMAT:

4.1 Two-step Bid Submittal Process: All bidders will initially submit the documentation/information detailed within the following listed **Step #1**. Then, the Authority will notify which bidders are to submit, within 5 days after being

notified to do so, the information detailed within the following detailed Step #2 (the bidder(s) that are directed to submit information for Step #2 shall generally be apparent successful bidders that the HAPGC intends to award the contract).

4.1.1 Tabbed Bid Submittal. As may be further described herein, the Agency intends to retain a Contractor pursuant to a “Low Bid” basis, also taking into consideration responsiveness and responsibility. Therefore, so that the Agency can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so 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 HAPGC has published herein or has issued by addendum.

Tab #	Description
1	Form of Bid: This Form is attached to this IFB document as Attachment A. Input the fee/bid amount, complete and execute where provided thereon and submitted under this tab as a part of the bid submittal.
2	Form HUD-5369-A (11/92), <i>Representations, Certifications and Other Statement of Bidders</i> : This Form is attached to this IFB document as Attachment B. This two (2) page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3	Form of Bid Bond: This Form is attached to this IFB document as Attachment C. Certificate as to Corporate Principal – this portion must be completed by the Secretary of the Corporation and the corporate seal affixed. Complete form and notarize. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
4	Section 3 Business Preference Documentation: 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 _1_ and any documentation required by that form. Note: If you qualify as a Section 3 Business Preference, your bid will receive a preference over other bids
5	Bid Submittal Binding Method: It is preferable and recommended that the bidder bind the bid submittal in such a manner that the HAPGC can, if needed, remove the binding (i.e. comb-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.

Tab #	Description
6	Form of Non-Collusive Affidavit: This Form is attached to this IFB document as Attachment <u>2</u> . Must check box indicating whether bidder is an individual, a corporation or partnership. Complete form and notarize. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
7	Contractor Designation Form: This Form is attached to this IFB document as Attachment <u>3</u> . This 2-page Form must be fully completed executed and submitted under this tab as a part of the bid submittal. NOTE: Bidders must also provide HAPGC with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and the minority status of each. This requested information is detailed in the Profile of Firm Form. This Form MUST be completed for each general and subcontractor and included in this Tab. Bidder remains responsible to HAPGC for any and all services and goods provided pursuant to this IFB and any resulting contract. If subcontractors will not be utilized, please check the appropriate box.
8	Managerial Capacity: The bidder entity must submit under this tab a concise description of its capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of the <i>Contractor Designation Form (Attachment 3)</i> . Such information shall include the bidder's qualifications to provide the services; a brief description of the background and current organization of the firm.
9	Equal Employment Opportunity Certification (Form HUD- 92010): This Form is attached to this IFB document as Attachment <u>4</u> . The 2-page Form must be signed fully completed and submitted under this tab as a part of the bid submittal.
10	Other Information (Optional Item): The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the HAPGC in its evaluation.
	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 6.2.1 through 6.2.5 herein. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.

4.2 Bidder's Security: Bids in excess of twenty-five thousand dollars (\$25,000) shall be accompanied by a bid guarantee of not less than ten percent (10%) of the amount of

the bid, including the aggregate of all separate bid items and schedules covered by the bid, which may be: bid bond, money order, certified check or bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. **The Form of Bid Bond (Attachment _5_) must be fully completed, executed and notarized where provided thereon and submitted under tab 3 (above) as a part of the bid submittal.** Said check or bond shall be made payable to the HAPGC and shall be given as a guarantee that the Bidder, **if awarded the Work, will enter into an Agreement with the HAPGC and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond.** Each of said bonds and insurance certificates shall be in the amounts of stated in the Standard Specifications or Special Provisions. In case of refusal or failure of the successful Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the HAPGC. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond from bound herein, or one conforming substantially to it in form.

4.3 Davis-Bacon Act Wage Determination: For all construction contracts awarded by in excess of \$2,000, when required by Federal Grant Program legislation, Contractor hereby agrees to comply with the Davis-Bacon Act (40 U.S.C, 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5). Therefore, by submitting a bid, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees less than the wage rate listed in the following table. Therefore, it shall be mandatory upon the contractor to whom the contract is awarded, and upon each subcontractor under him, to pay all laborers and workmen employed in the execution of the contract not less than the applicable wage rates for each craft or type of laborer or workman so employed. **SEE EXHIBIT 2**

General Decision #	Wage Decision #	Mod #	Revision Date
MD20170058	MD180058	MD58	09/28/2018

4.4 Wage Decision Effective Date (“Lock-In” Date): General wage decisions shall be locked-in on the date bids are opened (bid opening date) provided that the contract is awarded within 90 days after bid opening. However, if the contract is awarded more than 90 days after the bid-opening, the contract award date “locks-in” the wage decision. For contracts, purchase orders or other agreements for which there is no bid opening or award date, the construction start date is the lock-in date (HUD Handbook 1344.1, REV 2).

4.5 Preemption of State Prevailing Wage Requirements: A prevailing wage rate (including basic hourly rate and any fringe benefits) determined under State law to be prevailing with respect to an employee in any trade or position employed under the contract shall be inapplicable to a contract or HAPGC performed work item for the development, maintenance, and modernization of a project (24 CFR Part 965.101).

4.6 Bid Submission: All bids must be submitted and time-stamped received in the designated HAPGC office by no later than the time shown in Section 1.4. (Schedule of Activities) or otherwise amended on-line (or within any ensuing amendment). A total of one (1) original signature copy (marked "ORIGINAL" and "SEALED BID") of the bid submittal shall be placed unfolded in a sealed package and addressed to:

Housing Authority of Prince George's County (HAPGC)

Attention: Eric C. Brown, Executive Director

9200 Basil Court, Suite 500

Largo, MD 20774

The package exterior must clearly include the following, "**IFB NO. 2018-10R Kitchen & Bathroom Renovation Project at Cottage City**" and must have the bidder's name and return address. Bids received after the published deadline will not be accepted. Email delivery shall not be a substitute for or waive physical delivery of the bid by the deadline.

4.7 Bid Acceptance Period: The acceptance period is the number of calendar days available to the HAPGC for awarding a contract from the date specified in this solicitation for receipt of bids. The HAPGC requires a minimum acceptance period of **ninety 90 calendar days**. A bid allowing less than the HAPGC's minimum acceptance period will be rejected.

4.8 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 HAPGC by the bidder, such may invalidate that bid. If, after accepting such a bid, the HAPGC decides that any such entry has not changed the intent of the bid that the HAPGC intended to receive, the HAPGC may accept the bid and the bid shall be considered by the HAPGC as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet Site, registering and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the HAPGC 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 amendment pertaining to this IFB.

4.9 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 HAPGC, including the IFB document, the documents listed in the attachments section, and any amendments 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 the all conditions and requirements set forth within those documents. Written notice

from the bidder not authorized in writing by the Executive Director to exclude any of the HAPGC requirements contained within the documents may cause that bidder to not be considered for award.

4.10 Bidder's Responsibilities; Contact With the HAPGC: It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the Executive Director only. Bidders must not make inquiry or communicate with any other HAPGC staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the HAPGC to not consider a bid submittal received from any bidder who may have not abided by this directive.

4.11 Responsibility for Subcontractors: All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to insure the compliance of the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to HAPGC for the performance under this IFB or any resulting contract.

4.12 Invitations for Bids (IFB) Amendments: If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, by identifying the amendment number and date on the bid form by email, letter, or facsimile. The HAPGC must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the HAPGC's requirements. Amendments will be on file in the offices of the HAPGC and at least **seven (7) calendar days** prior to bid opening. All questions and requests for information must be addressed in writing to the

4.13 Pre-bid Conference (Job Walk): The scheduled pre-bid conference/job walk is not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-bid conference. Typically, such conferences last one (1) hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders to have a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the HAPGC will conduct a brief overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the Contracting Officer may require that some such questions are delivered in writing prior to a response being delivered. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; the HAPGC **will not** distribute at this conference any copies of the IFB documents.

5.0 BID EVALUATION:

5.1 Public Opening: At the set date and time, all bids received will be opened and publicly read aloud by the Contracting Officer, including the company name of the bidder and the total calculated costs proposed. At the bid opening the HAPGC will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. 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 HAPGC will, at a later time, review all bids in detail and will 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-responsive. The HAPGC reserves the right to, as determined by the HAPGC, “waive informalities and minor irregularities” in the offers received.

5.1.1 Ties: In the case of tie bids, the award shall be decided by “drawing lots or other random means of selection.”

5.2 Responsive Bid Evaluation: After the public opening of bid submittals, all bids received will later be evaluated by the Contracting Officer for responsiveness, starting with the apparent lowest bidder. Bids not meeting the IFB’s listed minimum requirements are deemed to be non-responsive and shall not be considered further. The Contracting Officer may then consider the next apparent lowest bidder, in his/her sole and absolute discretion. The non-responsive bidder will be notified of such in writing by the HAPGC in a timely manner.

5.3 Responsible Bidder Evaluation: Once a bid is determined to be responsive to the IFB, the Contracting Officer will then evaluate the apparent lowest responsive bidder to ensure that he/she or their firm is responsible. If the Contracting Officer ascertains that such person or firm is responsible, as defined below in Section 5.3.1, the Contracting Officer may then proceed with a notice of intent to award. If the Contracting Officer determines that such person or firm is deemed to be not responsible, in his/her sole and absolute discretion, they will be notified of such in writing by the HAPGC in a timely manner. The non-responsive bidder may request further information and a hearing; in such case the Contracting Officer may proceed with the noted Responsive and Responsible Evaluations with the next apparent lowest bidder.

5.3.1 Responsible Bidder Requirements:

- Have adequate financial resources to perform the contract, or the ability to obtain them;
- Have all necessary and required insurance coverage as listed in the IFB, or the ability to obtain such;
- Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;

- Have the necessary management, recruitment sources, personnel and/or training facilities, or the ability to obtain them;
- Be able to comply with the required delivery and performance schedule, taking into consideration all existing commercial and/or governmental business commitments;
- Have a satisfactory performance record in placement of qualified personnel;
- Have a satisfactory record of integrity and business ethics, and;
- Be otherwise qualified and eligible to receive an award under all applicable laws and regulations, including not being debarred or suspended under a HUD imposed Limited Denial of Participation (LDP). Be advised that all persons or contractors that have been suspended or debarred from Federal programs will be indicated as such in the System for Award Management (SAM).

5.3.2 Additional Evidence of Responsibility: The HAPGC reserves the right to request additional information whether in writing or by oral presentation in order to further determine the successful bidder's responsibility. Failure to provide adequate documentation within the specified time period will result in the successful bidder being determined as non-responsible. Additional steps or information may include, but are not limited to:

- Copies of financial statements, credit bureau reports, lines of credit and/or account balances with the successful bidder's financial institutions and/or a breakdown of his/her material costs.
- Copies of any business audits or financial reports.
- Lists of other contracts completed and contact information on past customers.
- A list of all personnel and their requisite experience as it relates to this IFB that are currently available to work.

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

5.5 Bid Protest: Any prospective or actual bidder, who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. To be eligible to file a protest with the HAPGC pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e. registered and received the IFB documents) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to HAPGC the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by HAPGC or condition is being protested as inequitable, making, where appropriate specific reference to the IFB documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document

must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve HAPGC from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. The HAPGC has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of bids, and any protest against the award of a contract must be received within ten (10) calendar days after the successful bidder receives notice of the contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. All appeals shall be marked as follows and sent to the address listed below:

APPEAL OF IFB NO. 2018-10R
HAPGC Eric C. Brown, Contracting Officer
9200 Basil Court, Suite 500
Largo, MD. 20774

6.0 CONTRACT AWARD:

6.1 Lowest Responsive and Responsible Bidder: An award of a contract pursuant to this IFB, if determined to be in the best interest of the HAPGC to do so, will be made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest calculated cost.

6.1.1 Basis for Determining Lowest Bid: The lowest bid shall be the lowest total of the base bid amounts on the base contract.

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

6.2.1 By completing, executing and submitting the Form of Bid, Attachment 6, the successful bidder is thereby agreeing to “abide by all terms and conditions pertaining to this IFB

6.2.2 Depending on the amount of the award (typically for amounts greater than \$100,000), the HAPGC will forward the contract to the HAPGC Board of Commissioners (BOC) for approval prior to signing the contract with the lowest responsive and responsible bidder.

6.2.3 The contract shall be awarded upon a resolution or minute order to that effect duly adopted by the HAPGC BOC, in their sole and absolute discretion. Execution of the contract documents shall constitute a written memorial thereof.

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

6.3.1 Contract Form: By responding to this IFB and submitting a bid, the successful bidder acknowledges and agrees that HAPGC will only execute agreements prepared by HAPGC which are substantially approved as to form and substance by HAPGC. The HAPGC WILL NOT execute the successful proposer's contract form. Any proposer that does not feel the listed contract clauses or specifications are reasonable or complete shall address such with the HAPGC in writing during the bidding period (prior to the posted bid submittal deadline). HAPGC will consider such clauses and determine in its sole and absolute discretion, whether or not to amend the contract if deemed by the HAPGC to be in its best interests. **Please note that the HAPGC 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.**

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

6.4 Contract Period (Time of Completion): The successful bidder agrees to commence work no later than **seven (7) calendar days** after the commencement date specified in the **Notice to Proceed (NTP)** and to fully complete the project within **Ninety (90) calendar days**. The NTP is the written notification from the HAPGC giving the contractor notice to commence with the project. The NTP will specify project details such as the mobilization start date, construction start date, and work completion date. **NOTE:** The timeframe for ordering and delivery of supplies and/or materials is typically not included with the issuance of the NTP. The NTP is issued once HAPGC staff and the contractor have mutually agreed to commence construction, installation, erection, alteration, repair and demolition activities.

6.4.1 Liquidated Damages: If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the HAPGC as liquidated damages, the sum of **\$300.00** for each day of delay.

6.4.2 Temporary Delay: The HAPGC may withhold issuance of the NTP for a period not to exceed **ninety (90) calendar days** after the construction Contract is executed.

6.4.3 Time of the Essence: Time is of the essence as to each provision in which a timeframe for performance is provided in this IFB. Failure to meet these timeframes may be considered a material breach, and HAPGC may pursue compensatory and/or liquidated damages under the contract.

6.5 Execution of Work: All work is to be performed by qualified, competent trained personnel. The contractor is to be licensed and responsible for providing supervision of the work by appropriately identified personnel. The HAPGC may require the contractor to remove from the work such employees as the local authority deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the HAPGC to be contrary to the public interest. The contractor shall ensure full cooperation of all workers and suppliers and shall be confined to this work only. The contractor and his personnel shall respect the rights of tenants in the surrounding dwellings where work is being performed. The office hours for all locations of the HAPGC are 8:00 am – 5:00 pm Monday through Friday, or as otherwise specified in the Scope of Work. The contractor's working hours may vary depending upon the type of work being performed. Contractor may work longer hours if approved in advance by the HAPGC.

6.6 Warranty: All items installed/provided under any contract resulting from this IFB must include a minimum of a one (1) year warranty from the Contractor for labor, materials, and installation except as specified otherwise herein. The period will begin on the date of "FINAL" acceptance by HAPGC.

6.6.1 The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

6.6.2 In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

6.6.3 Assignment of Warranty: Contractor shall assign any warranties and guarantees to HAPGC and provide the Contractor's Warranty for Labor and Installation to HAPGC along with all Manufacturers' Warranty documents.

7.0 PROMPT ACTION BY SUCCESSFUL BIDDER:

7.1.1 Upon issuance of the Notice of Award or Notice of Intent to Award, the successful bidder will have **seven (7) calendar days** to supply a payment/performance bond and furnish insurance documents in accordance with the Contract Documents.

7.1.2 Assurance of Completion (Performance Bond & Payment Bond): The successful bidder shall furnish an assurance of completion prior to the execution of the construction contract. This assurance shall be a performance and payment bond in a penal sum of 100 percent of the contract price.

7.1.3 Security substitutions for monies withheld to insure the contractor's performance: The Contractor at his request and expense will be permitted to substitute equivalent securities for any monies withheld to insure performance.

7.2 Licensing and Insurance Requirements: Prior to contract award (but not as a part of the bid submission) the *successful bidder* will be required to provide:

7.2.1 Insurance: Without limiting or diminishing the Contractor's obligation to Indemnify or hold the Authority harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. As respects to the insurance section only, the Authority herein refers Board of Commissioners, employees, as Additional Insureds

7.2.2 Workers' Compensation: If the Contractor has employees as defined by the State of Maryland, the Contractor shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of Maryland. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the Authority; and, if applicable, to provide a Borrowed Servant/Alternate Employee Endorsement.

7.2.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, employment practices liability, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the Authority, Board of Commissioners, employees, as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit

7.2.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the Authority, Board of Commissioners, employees, as Additional Insureds.

7.2.5 General Insurance Provisions - All lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of Maryland and have an A M BEST rating of not less than A:VIII (A:8) unless such requirements are waived, in writing, by the HAPGC. If the HAPGC waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. Contractor shall cause Contractor's insurance carrier(s) to furnish the Authority with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Authority, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Authority prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the Authority receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. **Contractor shall not commence operations until the Authority has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section, showing that such insurance is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**

c. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.

d. Contractor agrees to notify Authority of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

7.3 Business License: A copy of the bidder's business license allowing that entity to provide such services within the State of Maryland.

7.4 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.

8.0 ADDITIONAL CONSIDERATIONS

8.1 Work on HAPGC Property: If the successful bidder's work under the contract involves operation on HAPGC premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to HAPGC.

8.2 Subcontractors: Unless otherwise stated within the IFB documents, the successful bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the HAPGC. Also, any substitution of subcontractors must be approved in writing by HAPGC prior to their engagement.

8.3 Salaries and Expenses Relating to the Successful Bidders Employees: Unless otherwise state within the IFB documents, the successful bidder shall pay all salaries and expenses of it employees including but not limited to all applicable Federal, Social Security taxes, Federal and State unemployment taxes and any similar taxes relating to its employees or other personnel furnished under this contract.