

Lucas Metropolitan Housing Authority

INVITATION FOR BIDS No. IFB24-B004

Tree Removal & Trimming Services

Issue Date: March 4, 2024

Due Date: April 2, 2024



IFB Document

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INTRODUCTION

The Lucas Metropolitan Housing Authority (LMH) is a public entity that was formed in 1933 to provide federally subsidized housing and housing assistance to low-income families, within the City of Toledo and Lucas County. LMH is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the HA's procurement policy. The President and Chief Executive Officer controls the daily operations.

Currently, LMH owns and/or manages approximately 2,760 Public Housing and administers 4,391 federal housing choice vouchers rental assistance vouchers. The Housing Choice Voucher Program has achieved high performer status.

The Vision of LMH is "To be a premier partner in creating communities of choice in the Greater Toledo Area".

The Mission of LMH is "To create and maintain sustainable, affordable housing opportunities, provide pathways to a better quality of life, and empower vibrant communities".

LMH is committed to a goal of thirty-five percent of all contract funds being awarded to Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE). The firms submitting bids are encouraged to include MBE/WBE participation to the maximum extent possible.

In keeping with its mandate to provide efficient and effective services, LMH is now soliciting bids from qualified, licensed, and insured entities to provide the above-mentioned services. 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.

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IFB INFORMATION AT A GLANCE

[Table No. 2]

LMH CONTACT PERSON & CONTRACTING OFFICER'S DESIGNEE	Gary McPheron, Procurement & Contract Manager 424 Jackson Street Toledo, OH 43604 419-259-9446 Scott Noonan, Procurement Coordinator snoonan@lucasmha.org 419-259-9438
HOW TO OBTAIN THE IFB DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	<ol style="list-style-type: none"> 1. Access ha.internationalprocurement.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 MEETING	TBD:
QUESTION SUBMITTAL DEADLINE	<u>March 25, 2024 at 12:00 PM ET:</u> Submit all questions to Scott Noonan snoonan@lucasmha.org
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	As instructed within Section 3.0 of the IFB document, submit an original "hard copy" BID to the LMH Central Office. An electronic copy is to be furnished upon request
BID SUBMITAL RETURN & DEADLINE	April 2, 2024, at 3:00 PM ET 424 Jackson Street, Toledo, OH 43604 The required "hard copy" documentation must be received in-hand and time-stamped by the Agency by no later than 3:00 PM ET on this date.

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- 1.0 THE AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not to award a contract pursuant to this IFB.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this IFB.
 - 1.5 Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
 - 1.6 Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
 - 1.7 Right to Reject any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
 - 1.8 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
 - 1.9 Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the ha.internationalprocurement.com eProcurement Marketplace (hereinafter, 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 timeframe shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.
 - 1.10 Right to Reject – Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda) other than from LMH's Procurement Department's Direct

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Solicitation List. Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents.

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS:

Lucas Metropolitan Housing Authority (LMH) is seeking bids from qualified, licensed, and bonded entities to provide **Tree Removal & Trimming Services** for LMH and its affiliates. LMH Intends to enter into multiple contracts with a pool of Contractors for these services. Contractors will submit bids to enter into a one (1) year agreement with LMH (the "Agreement") with an option by LMH to extend for four (4) subsequent one-year renewal agreement(s). The intent of this document is to provide interested contractors with sufficient information to enable them to prepare and submit a bid for consideration by LMH for Concrete/Asphalt Repair & Replacement Services on an as-needed basis.

2.1 General Conditions.

LMH intends to enter into one or more ID/IQ contracts for Concrete/Asphalt Replacement Services for locations owned by LMH. The locations consist of approximately 2,700 dwelling units, including high-rise and multifamily complexes, as well as single family homes. It is anticipated that the service will include tree and stump removal, tree trimming and hedge/bush trimming services provided by the Contractor. LMH, at its sole discretion, reserves the right to award multiple contracts. The specific locations, especially the scattered site locations, may vary during the contract. Additionally, the contract may include sites from affiliates of LMH.

2.2 Scope of Services.

2.2.1 Scope of Services (Hedge and Bush Trimming). It is anticipated that the service will include hedge/bush trimming services provided for by the Contractor. Hedges must be trimmed to the specific height provided by LMH authorized site personnel at each site location as the type and number of hedges at each location may vary.

- For the purpose of hedge/bush trimming, the Contractor shall:
- Remove all debris daily from the work site.
- Ensure the safety of their staff; LMH residents, employees, visitors, and the general public; and ensure the safety of the property of LMH, its residents, employees, visitors, and the general public.

2.2.2 Scope of Services (Tree and Stump Removal and Tree Trimming). It is anticipated that the service will include Tree Removal, Stump Removal and Tree Trimming services provided by the Contractor.

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For the purpose of Tree Services, the following definitions shall apply:

- **Balance:** To give the tree an overall balanced look.
- **Clean-up:** Includes the removal of all dead branches, crisscrosses, nubs, new sucker growth. A general thinning of the tree to give it a neat and organized appearance.
- **Crown Restoration:** To prune in such a way that 1 to 3 sprouts on the main branch stubs are selected to become permanent branches, and to reform a more natural appearing crown. Selected vigorous sprouts may need to be thinned to a lateral to control length growth and to ensure adequate attachment for the size of the sprout. Restoration usually requires pruning several times over a number of years.
- **Drop-Crotch Pruning or Crown Reduction:** To thin out by cutting back limbs to side branches without leaving stubs or right-angle truncations.
- **Minimal Limb Removal:** To remove only 1 or 2 major lower limbs in order to balance the overall appearance of the tree, to raise the crown and/or to reduce excess weight on one side of the tree.
- **Raise Crown/Head:** To remove lower limbs and laterals selectively and directionally to a height of 10' from the ground, cutting limbs back to the point of origin to avoid stubbing.
- **Remove Tree:** To cut down the whole tree and to, as described following, removal of stump.
- **Roof/Structure:** To remove any branch(es) from the roof/structure of a building.
- **Spraying:** The contractor must have the ability, capability and licensing to provide and may be required to provide spraying of trees, bushes or landscaped areas to eliminate pests (such as, but not limited to, spider mites) and to prevent trees from bearing fruit (such as annual spraying of olive trees).
- **Stump Removal:** To remove the remaining stump to 12" below the ground level and to remove all exposed roots up to 6' from the original base of the stump. The Contractor shall remove all chips from the ensuing hole and shall in-fill with clean topsoil. Site to be graded to match existing and seeded with Turf Gem grass seed or an approved equivalent.

2.2.3 Tree Trimming Contractor Responsibilities:

For the purpose of tree trimming, the Contractor shall:

- Remove all debris daily from the work site.
- Be available to respond within 4 hours of initial contact for emergencies.
- Begin work only after being authorized in writing by the designated LMH representative.
- Notify LMH of all completed work so it can be inspected and accepted by LMH upon completion. All work that is not completed to the satisfaction of LMH must be corrected within 3 workdays.

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- Ensure the safety of staff; LMH residents, employees, visitors, and the general public; and ensure the safety of the property of LMH, its residents, employees, visitors, and the general public.
- Take all necessary precautions when working around utility lines.
- Any damage done by the Contractor to LMH property, its residents, employees, visitors, the general public, or local municipality utility lines, pipes, and landscaping shall be the sole responsibility of the Contractor.

PLEASE NOTE: It is especially important that the Contractor has trained employees when working with power tools and around power/utility lines. Therefore, each bidder shall provide, as a part of the information submitted, a description of such training that is given to their staff.

- Repair in a timely manner any damage to any LMH property or any other property damaged (i.e. LMH residents; adjacent property; etc.) by the Contractor, his/her agents, whether such acts were intentional or not.
- Ensure that all Work performed by the Contractor or their subcontractors is performed in a professional manner, compliant with all codes, laws, regulations, statutes and commonly accepted industry standards, and that as a result, the trees trimmed are not harmed by an inappropriate or improper action by the Contractor or his/her agents. If such occurs, the Contractor shall be solely and fully liable to make LMH or other harmed party "whole."

Procedure to Award (Task Order) for Tree Removal & Trimming Services: When LMH has need of tree trimming services, the contractor and an LMH authorized representative will meet at the applicable unit, inspect the unit and mutually determine the extent of the required products and services needed. The following information shall be entered by the contractor on the Task Order form and delivered to LMH:

- All applicable descriptions of the products and/or services will be provided.
- The applicable quantity of each such product and/or service (most especially as determined at the aforementioned meeting at the site detailed previously within this section);
- The applicable unit costs for each such products and/or services;
- The calculated total.

Contractor will be responsible to record condition of property after each scheduled service.

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2.3 CONTRACTOR RESPONSIBILITIES AND MINIMUM REQUIREMENTS

2.3.1 Regulatory: Contractor(s) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this IFB.

2.3.2 Licensing: Contractor shall be licensed as required by the jurisdiction in which the service is to be performed and the license shall be current and in good standing.

2.3.3 Proposal Prices: Proposers are advised that the Bid Form – Attachment “H” shall be all inclusive and fully burdened to accomplish the work as specified in this IFB and any resulting contract.

2.3.4 Responsibility for Subcontractors: All requirements for the “Prime” contractor shall also apply to any and all subcontractors. It is the Prime Contractors’ responsibility to ensure compliance by the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to LMH for the performance under this IFB or any resulting contract.

2.3.5 Contractor Licensing and standards: The contractor will have the required experience, certifications, insurance, financial stability, equipment, and personnel needed to complete and service the work that they are bidding on. All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations, and in accordance with standard business practices.

2.3.6 Contractor must have documented experience. Documented experience in providing services to private entities, governmental agencies, or agencies of similar size. Contractors must have experience with performing same or similar services as requested in this IFB at other multifamily complexes. A list of references with contact information, and type of service shall be provided with the bid.

2.3.7 Safety Standards: OSHA Hazard Communication Standard: The Occupational Safety & Health Administration (OSHA) Hazard Communication Standard (29CFR 1910.1200) states that contractors/suppliers must be informed of the hazardous chemicals their employees may be exposed to while performing their work and any appropriate protective measures. To comply with this requirement, Lucas Metropolitan Housing Authority has developed a list of all the hazardous chemicals known to be present in our facility. A Safety Data Sheet (SDS) is also on file for each of the chemicals and / or hazardous substances. This information is available to you and to your employees upon request.

2.3.7.1 In order to protect the safety and health of our own employees, contractors/supplies must provide (upon request) an SDS on any hazardous chemical (s) or material (s) which they bring into the facility. Failure to provide this information in a timely manner will result in the removal of the contractor/supplier from the premises.

2.3.7.2 Each employer is also responsible for notifying any subcontractor they employ regarding the requirements of OSHA Hazard Communication Standard and other provisions described in this notice.

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2.3.7.3 Contractor must follow the Occupational Safety and Health Administration (OSHA) guidelines, all state and local codes and regulations, and services shall be performed in accordance with any applicable governmental regulations.

2.3.8 Unauthorized Sub-Contracting Prohibited: The successful proposer 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 LMH. All subcontractors must be disclosed prior to the start of the work. Any purported assignment of interest or delegation of duty, without the prior written consent of LMH shall be void and may result in the cancellation of the contract or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract. If subcontracting shall be involved in this contract, the proposer shall clearly describe the responsibilities of each party and the assurances of the performance you offer.

All subcontractors used by the Contractor must be approved by the LMH Procurement and Contracts department. If the Contractor is aware in advance that there may be a need for subcontractor work, the Contractor shall provide a list of their subcontractors and complete and submit the Subcontractor Listing, (Attachment J), to LMH for approval. The Department of Labor has instructed LMH not to allow 1099 workers but must be a sole proprietor of his own business with a federal tax identification number. The Subcontractor shall not perform any work at any LMH site location without first being approved. Subcontractors will be required to submit the same paperwork as the prime contractors (ie: Certificates of Insurance, Licenses, W-9, Section 3 documentation, etc.) It is expressly understood that the Contractor covers the subcontractor on their general liability, commercial liability, and property damage insurance policies, with LMH as the additional insured.

The Contractor will be responsible for its subcontractor for any action or negligence of the subcontractor.

2.3.9 Section 3 Applicability: Services will be subject to Section 3 requirements. Please see the attached overview in Section 9. If a vendor IS claiming Section 3 status, then Attachment D and D-1 MUST be filled out in their entirety and submitted with any additional required data.

If a vendor is NOT claiming Section 3 status, then the vendor MUST submit only Attachment D and place "N/A" in Election Boxes and sign the bottom of the form.

2.3.10 MBE/WBE Participation: The proposal should include percentage participation of MBE/WBE of the firms that comprise the proposer's team. LMH has established an administrative goal of 35% utilization of disadvantaged and historically underutilized businesses for performance of the work under this procurement.

2.3.11 Labor Rates All-inclusive. Unless otherwise provided for herein, the unit fees bid shall be all-inclusive all other items, services and costs that the Contractor needs to complete the work, including but not limited to tools, equipment, insurance, licensing, employee costs, including benefits, and the cost of materials.

2.3.12 Permits. If required, the Contractor shall obtain all required permits pertaining to any assigned work (NOTE: The Agency will reimburse the Contractor for the government-mandated fees pertaining to

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such permits, but not for additional labor). All work will be performed in a workmanlike manner and will adhere to State and Local codes including the City of Toledo codes.

2.3.13 Debris. Clean work areas daily, at the end of the workday, of all work generated debris; DO NOT leave any debris outside of the unit or onsite.

2.3.14 Normal Agency Work Hours. The Agency's typical work week is Monday- Friday, 8:30 AM to 5:00 PM.

2.3.15 Method of and Procedure to Award (Task Order). The Agency will retain the right to contract with any of the bidders as a result of this IFB on an as-needed basis, which contracting shall occur in the following manner (this is sometimes called "forming a pool" of contractors that the Agency may draw from): If a pool of contractors is formed, each bidder will be ranked by the total calculated bid sum submitted in response to this IFB. When LMH has need of work in each service area, the staff assigned will contact the 1st-ranked Contractor to ascertain as to whether or not that Contractor is available to do the work within the reasonable timeframe. If the 1st-ranked Contractor is not available, LMH will proceed to the next-ranked Contractor, and so forth, until LMH has located an available Contractor.

2.3.16 Procedure to Award (Task Order). Once an available Contractor has been chosen, the Contractor and LMH representative will meet at the applicable unit or site, conduct the inspection, and mutually determine the extent of the required work and arrive at an agreed-upon cost, which shall be calculated based upon the unit costs listed on the Contractor's Bid Form.

2.3.17 Unit Costs for Labor All-inclusive. Please remember that, unless otherwise provided for herein, the unit prices bid shall be all-inclusive all other items, services and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; etc.

2.3.18 Maintenance Wage Determination (MWD) for maintenance work. An award from this IFB has the potential to be a multi-year contract for maintenance work or services. The wages listed are the minimum wage that can be paid to your employees on LMHA projects.

2.3.19 Labor Standards compliance monitoring. Periodic monitoring is conducted to ensure all contractors and subcontractors are performing the contract work in accordance with the applicable labor standards provisions. The two key aspects of periodic monitoring include spot-check reviews of contractor and subcontractor records and on-site interviews with laborers and mechanics employed under the contract.

2.4 PROOF OF INSURANCE FOR VENDORS AND CONTRACTORS

Workers' Compensation:

1. LMH requires that contractors and vendors supply LMH with a current Workers' Compensation Certificate.
2. LMH requires that the Workers' Compensation Certificate be valid for the term of the contract.
3. Contractors and vendors will immediately provide verification of coverage for the contract term.

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General and Commercial Liability:

Contractor agrees to name LMH as an additional insured on its general liability policy, which shall be primary to LMH's general liability policy, and any other insurance policy as determined by LMH that is relevant to the contract scope of work. These policies shall also be primary to and non-contributory to LMH's General Liability policy.

1. Contractors and subcontractors shall name LMH as an additional insured on their General Liability policy, and any other insurance policy as determined by LMH that is relevant to the contract scope of work.
2. Contractor and subcontractor shall indemnify LMH, to the fullest extent provided by law, for all claims arising out of the contractor's and subcontractor's performance of this contract.
3. Contractor and subcontractor shall provide proof of General Liability insurance coverage with combined single limit for bodily injury and property damage not less than \$1million per occurrence.
4. LMH reserves the right to request a copy of the contractor's and subcontractor's full insurance policies and applicable endorsements.
5. Contractors and subcontractors must maintain the insurance policies that were submitted during the entire length of the contract.

Insurance Automobile Liability:

Contractors and subcontractors shall provide proof of Automobile insurance of owned and non-owned vehicles used on the sites or in connection therewith for combined single limit for bodily injury and property damage not less than \$500,000 per occurrence.

Indemnity:

Contractors and vendors agree to indemnify LMH, to the fullest extent provided by law, for all claims arising out of their performance of the contracts.

Processing:

LMH's Manager of Procurement shall be responsible for obtaining proof of the listed above documents and ensuring that LMH contracts have the appropriate indemnifications.

3.0 BID FORMAT

3.1 Bid Documents to be Submitted.

- 3.1.1 Tabbed Bid Submittal:** All bidders will initially submit documentation/information detailed within the following listed Step #1 of the following Table No. 3 herein. Then, the Agency anticipates that it will notify the apparent low bidder(s) to submit, within 5 days after being notified to do so, the information detailed within the following detailed Step #2 within the same Table.

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3.1.2 Tabbed Bid Submittal: As may be further described herein, the Agency intends to retain a Contractor(s) pursuant to a ‘Low Bid’ basis also taking into consideration responsiveness and responsibility. Therefore, so that the Agency can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers, which number extends so that each tab can be located without opening the bid and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 3]

Tab	Tab No.	Description
		Step #1: Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.
Tab 1	Letter of Transmittal	A letter of transmittal (preferably on letterhead), bearing the signature of the authorized representative of the firm and the name(s) of the individual(s) authorized to negotiate services and costs with LMH. Authorized individual contact information including phone number and email address shall be included within the letter.
Tab 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.
Tab 1	Bid Form	This Form is attached hereto as Attachment H to this IFB Place behind the Form of Bid.
Tab 2	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.

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Tab 2	Proposed Services & Client References	<p>Relevant experience, a brief history of providing similar work and services. The bidder shall submit a listing of 3 former or current professional references for which the bidder has performed similar or like services to those being proposed herein within the last 3 years. You must reference any previous work performed for another Housing Authority and/or other government agency. It is reasonable to assume the Authority will contact references. The listing at a minimum, is to include:</p> <ul style="list-style-type: none"> • The client’s name or business name, • The client’s contact name and title, • The client’s address, • The client’s telephone number and email address, • A brief description and scope of services, • The dates the services were provided
Tab 2	The Firm’s Resources	(e.g., personnel; equipment) to provide the services. - Attachment “K” Equipment & Staffing Listing
Tab 3	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 D and any documentation required by that form. Please note, if you have claimed a Section 3 Preference, those forms must be provided with the Sealed Bid.
Tab 4	Form HUD-5369-A Certifications and Representations of Offerors, Non-Construction Contract.	This form is attached hereto as Attachment B to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
Tab 4	Subcontractor Listing	attached hereto as (Attachment J) If applicable
	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.	
	W9	A fully completed Form W-9, Request for Taxpayer Identification Number and Certification
	Supplier Diversity	Any Certifications that will support the contractor’s status as MBE, Veteran-Owned, Woman owned business.

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	<p>Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 5.4.1 through 5.4.3 herein. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.</p>
	<p>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.</p>
	<p>Bid Submittal Binding Method. It is preferable and recommended that the bidder bind the bid submittals in such a manner that the Agency can, if needed, remove the binding (i.e. “spiral-type” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the bid submittal to its original condition.</p>

3.2 Recap of Proposed Fees.

3.2.1 *The proposed fees shall be submitted by the bidder and received by LMH.* Please use the Bid Form Provided (Attachment H), and include under TAB #1, behind the Form of Bid.

3.2.2 Pricing Items. The proposed fees (Pricing Items) shall be submitted by the bidder and received by the Agency under Tab 1 via the Bid Form. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful bidder will incur to provide the noted services, including, but not limited to employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long-distance telephone calls; travel expenses; document copying not specifically otherwise agreed to by the Agency; etc.

3.3 Additional Information Pertaining to the above Pricing Items.

3.3.1 Quantities. All quantities entered by the Agency herein and within the corresponding Pricing Items on the Bid Form are for calculating purposes only. As may be further detailed herein, the Agency expects you to verify the number and types of units that are to be inspected with the HUD regulations. An award ensuing from this IFB, is expected to be an Indefinite Quantity contract (IQC), for the work that is presented in this IFB.

Exception to 3.3.1.

3.3.2 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(s) 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 of all IQC contracts for Lawn Care Services).

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- 3.3.2.1 Determination of the Lowest Calculated Labor Cost.** After a bidder has entered their proposed Labor unit costs for the Pricing Items, the Contractor will total the proposed Labor unit costs by the listed quantities.
- 3.3.2.2 Assumption.** Pertaining to the Pricing Items listed within Table No. 3, it shall be the Agency's assumption that the successful bidder has:
- 3.3.2.2.1 Submitted 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 or estimate breakdown calculation that may be needed during the ensuing contract period.
- 3.3.2.3 HUD Maintenance Wage Rates Determination (MWRD).** Please see Attachment G-8, attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), the Agency must ensure that Contractors do not pay its employees that perform such work for the Agency at a rate less than the rates listed on the HUD MWRD.
- 3.3.3 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), 8:30 AM – 5:00 PM. Accordingly, should the contractor elect to work beyond a regular 40-hour week, his employees would be entitled to overtime. The contractor must obtain approval by LMH to work outside normal business hours at its sites.
- 3.3.3.1** 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.
- 3.3.4 No Deposit/No Retainer.** The Agency will NOT pay any deposit or retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful bidder(s) for the firm-fixed fees, or, in the case of the potential additional consulting hourly fee, actual hours worked only. The Contractor will be required to submit a full back-up detail of all hours worked, listed by no less than the "15-minute" standard.
- 3.3.5 Prior Agency Approval Required.** Please note that the successful bidder shall NOT conduct any work without the prior written authorization of the Agency

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representative (this “prior written authorization” may take the form of an email sent to the successful bidder by the Agency and acknowledged by return email by the successful bidder). Failure to abide by this directive shall release the Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.

3.4 Bid Submission.

All “hard-copy” bids must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy of the “hard copy” bid submittal, shall be placed unfolded in a sealed package and addressed to:

**Lucas Metropolitan Housing Authority
Attention: Gary McPheron
424 Jackson Street, Toledo, OH 43604**

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

3.4.2 Submission Conditions. DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing the eProcurement Marketplace, registering, and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

3.4.3 Submission Responsibilities. It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that bidder to not be considered for award.

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3.5 Bidder's Responsibilities — Contact with the Agency.

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

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

3.6 Bidder's Responsibilities— Equal Employment Opportunity and Supplier Diversity.

Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.6.1 Within **2 CFR §200.321** it states:

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

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

3.6.1.3 (2) Affirmative steps must include:

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

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

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

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3.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

3.6.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

3.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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

3.6.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the [Agency] shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Agency] contracting.

3.6.2.2 Section 15.5.B, Goals. [The Agency] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

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

3.6.3.1 Assistance to Small and Other Business, Required Efforts:

3.6.3.1.1 Including such firms, when qualified, on solicitation mailing lists;

3.6.3.1.2 Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources;

3.6.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

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

3.7 Pre-bid Conference Meeting.

The scheduled pre-bid conference meeting identified on Page 4 of this document is, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference meeting. Typically, such meetings last 1-1/2 to 2 hours or less, though such is not guaranteed. The purpose of this conference meeting is to assist prospective bidders in having a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference meeting the Agency will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the Moderator may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference meeting is to review the IFB documents, **attendees should have a copy of the IFB documents available during the conference meeting.**

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. 4]

Attachment	Description
A	Form of Bid
B	Form HUD-5369-A (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
C	Profile of Firm Form
D	Section 3 Documents

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E	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
F	<i>Supplemental Instructions To Bidders & Contractors (SIBC)</i>
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)
G-1	Sample Contract Appendix No. 1: form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
G-2	Sample Contract Appendix No. 2: form HUD-5370-C (1/2014), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
G-8	Sample Contract Appendix No. 8: HUD FORM 52158, <i>Maintenance Wage Rate Determination</i> (04/2005); Effective Date: January 1, 2019; Expiration Date: December 31, 2020.
H	Bid Form for Pricing Items
J	Subcontractor Listing
K	Equipment and Staff Listing
N	Site Maps

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” in the offers received. Bids will be available for inspection by the public after the award has been completed.

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

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- 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 (e.g. a firm that is qualified, responsible and able to provide to the Agency the required services in the scheduled timeframe). 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(s).
- 4.4 Restrictions.** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5.0 CONTRACT AWARD.

- 5.1 Contract Award Procedure.** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:
- 5.1.1** By completing, executing and submitting a bid, the “bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, either in hard copy or obtained on the eProcurement Marketplace,” including the contract clauses already attached as Attachments G and G-1, G-2, G-5, G-8, G-11 and G-12, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.
- 5.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this IFB:
- 5.2.1 Contract Form.** The Agency will not execute a contract on the Contractor’s form—contracts will only be executed on the Agency form (please see Sample Contract G and, G-1, G-2, G-5, G-8, G-11 and G-12, each attached hereto), and by submitting a bid the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the IFB process (prior to the posted question deadline) consider any contract clauses

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

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

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

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

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

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

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

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

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- 5.4.3 Automobile Insurance.** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$500,000. 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.
- 5.5 City/County/State Business License.** A copy of the bidder's business license allowing that entity to provide such services within the City of Toledo, Lucas County, and/or the State of Ohio. Each bidder is required to enter related information where provided on the Profile of Firm Form (Attachment C)
- 5.6 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.3 and 5.5) insurance certificates and licenses, each bidder is required to enter related information where provided for on the Profile of Firm Form.
- 5.7 Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated bidder may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated bidder, after the determination that the bidder is responsive and responsible. If such negotiations are not, in the opinion of the CO successfully concluded within five (5) business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated bidder. The Agency shall also retain the right to negotiate with and make an award to more than one bidder.
- 5.8 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.
- 5.9 Prompt Return of Contract Documents.** 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.
- 5.10 CONFIDENTIALITY.** Any vendor that has access to confidential information will be required to keep that information confidential.
- 5.11 Public Records Law.** All bids/proposals submitted to LMH are subject to the Ohio Public Records Law (O.R.C. 149.43 and the Sunshine Act [5 USC 522(b)]) and may be subject to disclosure to the public. Information in proposals that would be deemed a trade secret or otherwise not subject to disclosure under public records laws shall be clearly indicated as such by the contractor, including citations from the Ohio Public Records Law or the Sunshine Act for the exemptions. Also, the contractor shall submit one hard copy and upon request, one electronic copy of its proposal and other submissions, which has been redacted of all trade secrets and other information not subject to disclosure pursuant to a public records request. Failure to do so may subject the entire contents to disclosure under public records laws.
- 5.12 Termination.** The Authority will only give one verbal notification to the contractor to cure deficiencies. A second notification to the contractor for deficiencies will be in writing and will clearly state that, if required, a third notification will result in termination.

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- 5.13 Normal Agency Work Hours.** The Agency’s typical work week is Monday-Friday, 8:30 AM to 5:00 PM.
- 5.14 Smoking Policy:** Smoking has been banned from all LMH properties. Smoking shall only be allowed in posted designated areas or a minimum of 20 feet away from building windows and doors.

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