

INVITATION FOR BIDS
FOR
MUNICIPAL HOUSING AUTHORITY OF THE CITY OF SCHENECTADY

Moving and Storage Services for Evictions and Relocation

RELEASE DATE: Friday, July 1, 2016

**RESPONSE DATE AND TIME:
Tuesday, August 2, 2016, at 2:00 PM**

SOLICITATION NO: 2016-01

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ATTACHMENTS: **(Complete attachments where applicable and returned with proposal)**

- A) Bid Price Instructions & Bid Price Form
- B) Moving and Storage Services Information Form
- C) Certifications and Representations of Offerors (form HUD-5369-C)
- D) Instructions to Offerors – Non-Construction (form HUD 5369-B)
- E) Minimum Qualifications Certification Form

SECTION I – GENERAL TERMS AND CONDITIONS

1.1 SUMMARY STATEMENT

The Municipal Housing Authority of the City of Schenectady, hereinafter referred to as “Authority,” has a need for a contractor to perform Moving and Storage Services for Evictions and Relocation at its Public Housing sites located in the City of Schenectady.

The intent of this Invitation for Bids (IFB) is to award a contract to the lowest responsible and responsive bidder whose bid meets the requirements of the IFB.

Bidders shall make all investigations necessary to thoroughly inform themselves about the Authority's operations, existing apartment and common area conditions and square footage. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the IFB, will be accepted as a basis for varying the requirements of the Authority or the compensation to the vendor. Bidders shall be held to have examined the Authority's operations, existing apartment and common area conditions and square footage, and satisfied themselves as to the existing conditions under which they will be obligated to operate in performing their part of the work in the agreement.

1.2 PROCUREMENT METHOD

This contract will be awarded in accordance with the Sealed Bid procurement method per the Authority's Procurement Policy, with the intent of awarding a contract to the lowest responsible and responsive bidder whose bid meets the requirements of the IFB.

1.3 CONTRACT TYPE

The contract that results from this IFB will be a Fixed Price Indefinite Quantity Contract. The number of move orders is a best estimate only and does not indicate a guarantee by the Authority. During fiscal year 2015, The Authority required moving services for eviction or relocation a total of 65 times.

The Authority reserves the right to make multiple contract awards for any or all of the services required pursuant to this IFB.

1.4 CONTRACT DURATION

The contract resulting from this Invitation for Bid shall be for a period of three (3) years commencing on or about October 1, 2016, and terminating three years from the actual start date.

1.5 INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the Authority is contracting with the successful bidder as an independent contractor. The parties hereto

understand and agree that the Authority shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful bidder under this contract and that the successful bidder has no authority to bind the Authority.

1.6 CONTRACTOR RESPONSIBILITY

Procurements shall be conducted only with responsible parties, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-procurement programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other Authorities), and have all applicable licenses and financial and technical resources. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

Contracts shall not be awarded to debarred, suspended or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) when necessary to protect the Authority in its business dealings.

1.7 CONDITIONS FOR SUBCONTRACTING AND APPROVALS

The Contractor may not subcontract any portion of the services provided under this IFB without obtaining the prior written approval of the Authority, which approval the Authority may withhold or condition in its sole and absolute subjective discretion. The Authority shall not be responsible for the fulfillment of the Contractor's obligations to their subcontractors.

1.8 MANDATORY CONTRACTUAL TERMS

By submitting a proposal in response to this IFB, a bidder, if selected for award, shall be deemed to have accepted the terms of this IFB, and any revisions thereto, and this IFB shall be made a part of the engagement contract with the successful bidder.

1.9 INDEMNITY

Contractor covenants and agrees to fully indemnify and hold harmless the Authority and the elected officials, employees, officers, directors, and representatives of the Authority, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the Authority, directly or indirectly arising out of resulting from or related to contractor's activities under this contract, including any acts or omissions of contractor, any agent, officer, director, representative, employee, consultant or subcontractor of contractor, and their respective officers, agents,

employees, directors and representatives while in the exercise or performance of the rights or duties under this contract, all without, however, waiving any governmental immunity available to the Authority under New York State law and without waiving any defenses of the parties under New York State law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the authority in writing of any claim or demand against the Authority or contractor known to contractor related to or arising out of contractor's activities under this contract and shall see to the investigation and defense of such claim or demand at contractor's cost. The Authority shall have the right, at its option and at its own expense, to participate in such defense without relieving contractor of any of its obligations under this paragraph.

It is the express intent of the parties to this contract, that the indemnity provided for in this section, is an indemnity extended by contractor to indemnify, protect and hold harmless the Authority from consequences of the Authority's own negligence, provided however, that the indemnity provided for in this section shall apply only when the negligent act of the Authority is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of the Authority is the sole cause of the resultant injury, death, or damage. Contractor further agrees to defend, at its own expense and on behalf of the Authority and in the name of the Authority, any claim or litigation brought against the Authority and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this indemnity shall apply, as set forth above.

1.10 PROFESSIONAL LIABILITY AND WORKERS COMPENSATION INSURANCE

Prior to the commencement of any work, contractor shall furnish copies of all required endorsements and an original completed certificate(s) of insurance to the Authority, which shall be clearly labeled "Moving and Storage Services." The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Authority will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the Authority. The Authority shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the Authority. No officer or employee shall have authority to waive this requirement. The contractor shall provide the Authority with current certificates of insurance for all coverage required by the terms of this contract, naming the Municipal Housing Authority of the City of Schenectady and the U.S. Department of Housing and Urban Development as Additional Insured.

The Authority reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to

modify insurance coverage and their limits when deemed necessary and prudent by Authority's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will the Authority allow modification whereupon the Authority may incur increased risk.

A contractor's financial integrity is of interest to the Authority; therefore, subject to contractor's right to maintain reasonable deductibles in such amounts as are approved by the Authority, contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of New York and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

Type	Amount
Workers Compensation Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage (f) \$50,000
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence

The Authority shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the Authority, and may require the deletion, revision, or modifications of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to the

Authority at the address listed below within 10 days of the requested change.
Contractor shall pay any costs incurred resulting for said changes.

Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- Name the Authority and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Authority, with the exception of the workers' compensation and professional liability policies;
- Provide thirty (30) calendar days advance written notice directly to the Authority of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to the Authority. The Authority shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this agreement.

It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the Authority for liability arising out of operations under this contract.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

1.11 INVOICING

Invoices for the payment of services shall be submitted to the Authority in a monthly summary format for work performed in the preceding month. Invoices shall list each ordered move and indicate the disposition of each request, whether a move was executed or cancelled with a fee due.

1.12 SECTION 3

If the successful bidder or a subcontractor of the successful bidder has the need to hire

new persons to complete their contract responsibilities, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. In addition, the successful bidder must notify the recipient agency about their efforts to comply with Section 3 and submit any required documentation.

Section 3 Business Concern means a business concern that is (1) 51 percent or more owned by Section 3 residents; or (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "Section 3 business concern."

Section 3 resident means: (1) A public housing resident; or (2) An individual who resides in the City of Schenectady and who is: (i) A low-income person, as defined to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by HUD, with adjustments for smaller and larger families; or (ii) A *very low-income person*, as defined to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

1.13 PREVAILING WAGE RATE DETERMINATION

There are no prevailing wage rate requirements under this contract for moving services.

1.14 PRE-BID APARTMENT INSPECTION MEETING

A non-mandatory pre-bid meeting to visit the apartments where the work will take place will be held on **Thursday, July 14, 2016, at 9:00 a.m.**, at the Schenectady Municipal Housing Authority, 2nd floor Administration Office, 375 Broadway, Schenectady, NY 12305. This is the only opportunity for Bidders to view apartments prior to bidding. Failure to attend will in no way relieve the contractor of any responsibility imposed by the restrictions of each location.

SECTION II – SCOPE OF WORK

SCOPE OF WORK

2.1 BACKGROUND AND PURPOSE

Background: The Authority requires the services of a moving contractor as part of the eviction and relocation process. The Authority has the need to evict tenants for various lease violations. In these instances, moving services are used to transport tenant's belongings to a storage facility. The Authority at times has the need to relocate tenants to other locations. In these instances, moving services are used to transport tenant's belongings from one location to another.

Purpose: The Authority requests proposals from qualified contractors for the provision of moving and storage services.

2.2 BIDDER QUALIFICATIONS

Bidders must complete the Minimum Qualifications Certification Form, Attachment E, included in this Invitation for Bid, as to certify that the following minimum qualifications are met: Bidders must demonstrate that they have three (3) years minimum experience in the Moving & Storage business within the last five (5) years; list three (3) references; certify compliance with all applicable New York State laws pertaining to moving companies, including but not limited to possession of a permanent certificate to operate as a common carrier of household goods by motor vehicle, and possession of a USDOT number. Proof of New York State licensing requirements may be requested by the Authority, and failure to comply with this request shall be cause to reject a bid.

Bidders not meeting these criteria will be eliminated without further evaluation.

2.3 SCOPE OF PROJECT

Moving services will take place at the public housing properties of Ten Eyck Apartments, Schonowee Village, Lincoln Heights, MacGathan Townhouses, Steinmetz Homes, Maryvale Apartments and Yates Village. All properties are in the City of Schenectady. It is the responsibility of the contractor to visit and inspect the seven (7) locations and acquaint themselves with the conditions under which the moving contract shall be executed. Failure to do so will in no way relieve the contractor of any responsibility imposed by the restrictions of each location.

The eviction process involves the coordination of several departments within the Authority. As residents are to be evicted, Authority personnel will contact the moving company to schedule the move. At the time of scheduling, Authority personnel will provide the movers with the following:

- a) The name of the resident to be evicted;

- b) The address from which the resident will be evicted;
- c) Any other information relevant to the eviction.

Movers will be responsible for disconnecting, dismantling, and removing household appliances and other personal property from the identified residence.

Movers will be responsible for the replacement value of property lost, stolen, or damaged while in the care, custody and control of mover (not through the fault or negligence of the displaced person, his or her agent, or employee).

Moves will require moving company to transport unit contents to a storage facility.
STORAGE FEES WILL BE AT THE TENANT'S EXPENSE.

Movers will be responsible for providing an inventory of all items removed from the unit, and to provide the list to the Authority before leaving the premises.

Authority personnel from the Finance Department will be the main source of contact with the moving companies. Staff from this department will handle scheduling, approving/verifying invoices, and handling concerns, which arise. While the Finance Department will be the primary contact with the moving company, it is required that the moving company representatives extend cooperation, professionalism, and sensitivity to the residents to be moved and to all Authority personnel involved (Site managers, maintenance staff, etc.).

All contents of the residence must be removed. In the event the resident requests that an unwanted item not be packed, the item must be moved by the mover outside the unit and placed in the designated refuse pickup area. The unit will be completely vacated, with no items remaining.

Evictions will be scheduled during the business week between the hours of 8:00 a.m. and 1:00 p.m., unless otherwise specified by the Authority. The Authority will notify the contractor at least three (3) days prior to any scheduled eviction; however, the moving company may be asked to respond to an urgent situation without prior notice.

In the event the Contractor cannot make a move within a week (7 days) of being notified of the move the Authority may hire a competitor to complete the move and bill the contractor at the competitor's rate, so as not to disrupt the moving schedule of the Authority. This will be at no additional cost to the Authority.

Any move that is cancelled by the Authority prior to the date of the scheduled moving service/eviction will not have a charge assessed.

2.4 **BID PRICE**

The pricing is segregated by:

- a) Move/storage by property and unit size/number of bedrooms in the apartment;
- b) Moves cancelled on the same date as the scheduled moving service/eviction (not to exceed the lowest unit bid price overall).

The unit bid prices submitted on the Bid Price Form included in this Invitation for Bid as Attachment B shall remain firm for the duration of the three (3) year contract.

SECTION III – EVALUATION FACTORS

3.1 RATING CRITERIA

Proposals shall be evaluated only on the criteria stated in this Invitation for Bids (IFB) in accordance with the Sealed Bid procurement method.

1. In order to assist bidders in the preparation of their bids and to comply with the requirements of this solicitation, Attachment A - Bid Price Instructions & Bid Price Form has been prepared. Bidders shall submit their bids using the Attachment A - Bid Price Form and in accordance with the instructions on the form and as specified herein.
2. The Bid Price Form is to be completed by an individual who is authorized to bind the bidder to the unit prices as noted on Attachment A.
3. Bids will be evaluated as follows:
 - Sum all bedrooms in “Unit Size/Bedrooms” column on the Bid Price Form = 52 (efficiencies count as 1 bedroom; cancellation fee counts as 1 bedroom)
 - Sum all unit prices in “Unit Price” column on the Bid Price Form
 - Lowest quotient of “Unit Size/Bedrooms” sum and “Unit Price” sum.

EXAMPLE OF EVALUATION OF LOW BID:

X (bid awarded to lowest quotient) = $\frac{\text{Sum of all unit prices in "Unit Price" column}}{\text{Sum of all bedrooms in "Unit Size/Bedrooms" column}}$

52

4. No taxes, surcharges, or fees of any type, kind, or amount whatsoever may be added to the unit prices contracted.
5. Do not change or alter Attachment A in any way to include conditions, otherwise your bid will be rejected.

SECTION IV – BID INSTRUCTIONS

4.1 POINT OF CONTACT

The sole point of contact in the Authority for purposes of this Invitation for Bids (IFB) prior to the award of a contract is the Authority's Finance Director. All contact relative to this IFB should be made in writing and directed to:

Ronald Kahlstorf, Finance Director
Schenectady Municipal Housing
Authority 375 Broadway
Schenectady, NY 12305
Telephone: (518) 386-7039
Fax: (518) 372-0812
E-mail: rkahlstorf@smha1.org

4.2 REQUEST FOR INFORMATION

Any prospective bidder desiring an explanation or interpretation of this IFB must request in writing, e-mail or regular mail, such request for information no later than seven (7) days prior to the proposal due date. Requests shall be directed to the Contract Administrator at the address listed in Section 4.1, herein. Any information given to a prospective bidder concerning the solicitation will be furnished promptly to all prospective bidders, if that information is necessary in submitting an offer or if the lack of it would be prejudicial to any other prospective bidder. Oral explanations or instructions given before the award of the contract will not be binding on contract performance.

4.3 GENERAL INFORMATION

- A. Prepare your proposal in a practical, legible, clear, and straightforward manner. All prices and amounts must be written in ink or machine printed. Bids containing any conditions, omissions, unexplained erasures or alterations, or irregularities of any kind, may be rejected by the Authority.
- B. Refer to Section III, Evaluation Factors, for the criteria that will be used to evaluate bids.
- C. The Proposal shall be signed by an official authorized to bind the company.
- D. Bids submitted are irrevocable for 90 days following the closing date. This period may be extended at the Authority's request only with the bidder's written consent.
- E. Unless there is no need for negotiations with any other offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the IFB. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise solicitors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of the conformance to the solicitation requirements. No offeror shall be provided any information about any other offeror's proposal, and no offeror shall be

assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt or proposal revisions based on negotiations.

- F. Any actual or prospective contractor may protest the solicitation or award of a contract for the serious violations of the principles of this Statement. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days after 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 discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.
- G. Cancellation of solicitations: This IFB may be canceled before offers are due if: The Authority no longer requires the supplies, services or construction; the Authority can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons.

A solicitation may be canceled and all bids or proposals that have already been received may be rejected if: the supplies, services, or construction are no longer required; ambiguous or otherwise inadequate specifications were part of the solicitation; the solicitation did not provide for consideration of all factors of significance to the Authority; prices exceed available funds; there is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or for good cause of a similar nature when it is in the best interest of the Authority.

The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

A notice of cancellation shall be sent to all offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any solicitation or future procurement of similar items.

If all otherwise acceptable bids received in response to an RFP are at unreasonable prices, or only one bid is received and the price is unreasonable, the Authority shall cancel the solicitation and either: a) Re-solicit using a request for proposals; or b) Complete the procurement by using the competitive proposals method (when more than one otherwise acceptable bid has been received), or by using the noncompetitive proposals method (when only one bid is received at an unreasonable price); provided, that the Contracting Officer determines in writing that such action is appropriate, all bidders are informed of the Authority's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

- H. If it becomes necessary to revise this IFB, amendments will be provided to all

prospective bidders that were sent this IFB or otherwise are known by the Authority to have obtained this IFB. Acknowledgement of the receipt of all amendments to the IFB must accompany the bidder's bid. Failure to acknowledge receipt does not relieve the bidder from complying with all terms of any such amendment.

SECTION V – BID SUBMITTAL

5.1 FORM OF SUBMITTAL

Submit one (1) clearly labeled original and three (3) copies of your bid and completed Attachments A, B, C and E, in a sealed package with the company bidding identified on the package, addressed as follows:

Schenectady Municipal Housing Authority
375 Broadway
Schenectady, NY 12305

Attention: Deborah Bates, Sr. Purchasing Clk
Director SEALED BID - DO NOT OPEN
MOVING AND STORAGE SERVICES
SOLICITATION NO: 2016-01

5.2 DELIVERY OF BID

The bid shall be properly addressed as shown in 5.1, and delivered or mailed so that the bid is received on or before the response date and time.

Requests for extension of this date or time shall not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Authority; please note that daily mail through the U.S. Post Office often arrives at the Authority after 4:00 PM. Bids received by the Authority after the closing time and date will not be considered, unless conditions apply per Section 6 of form HUD-5369-B, "Instructions to Offerors – Non-Construction." Bids delivered by e-mail or facsimile shall not be considered. The Authority does not accept responsibility for late or mis-delivered proposals.

5.3 RESPONSE DATE AND TIME

The response date and time is:

Tuesday, August 2, 2016, at 2:00 PM

ATTACHMENT A – BID PRICE INSTRUCTIONS & BID PRICE FORM (Page 1 of 2)

1. In order to assist bidders in the preparation of their bids and to comply with the requirements of this solicitation, Attachment A - Bid Price Instructions & Bid Price Form has been prepared. Bidders shall submit their bids using the Attachment A Bid Price Form and in accordance with the instructions on the form and as specified herein.
2. The Bid Form is to be completed, signed and dated by an individual who is authorized to bind the bidder to the unit prices as noted on Attachment A.
3. Bids will be evaluated as follows:
 - o Sum all bedrooms in "Unit Size/Bedrooms" column on the Bid Price Form = 52
(efficiencies count as 1 bedroom; cancellation fee counts as 1 bedroom)
 - o Sum all unit prices in "Unit Price" column on the Bid Price Form
 - o Lowest quotient of "Unit Size/Bedrooms" sum and "Unit Price" sum.

EXAMPLE OF EVALUATION OF LOW BID:

Sum of all unit prices ÷ "Unit Price" column

X (bid awarded to lowest quotient) =

4. No taxes, surcharges, or fees of any type, kind, or amount whatsoever may be added to the unit prices contracted.
5. Do not change or alter Attachment B in any way to include conditions, otherwise your bid will be rejected.

ATTACHMENT A – BID PRICE INSTRUCTIONS & BID PRICE FORM (Page 2 of 2)

All unit prices must be bid or bid will be rejected. We agree to perform the services requested in accordance with the attached Statement of Work for the following:

DEVELOPMENT/PROPERTY	UNIT SIZE/BEDROOMS	UNIT PRICE
Yates Village	1	\$
	2	\$
	3	\$
	4	\$
Ten Eyck Apartments	0 (Efficiency)	\$
	1	\$
	2	\$
MacGathan Townhouses	3	\$
	4	\$
	5	\$
Maryvale Apartments	4	\$
Lincoln Heights	0 (Efficiency)	\$
	1	\$
	2	\$
Steinmetz Homes	1	\$
	2	\$
	3	\$
	4	\$
Schonowee Village	0 (Efficiency)	\$
	1	\$
	2	\$
	3	\$
Moves cancelled same date as scheduled move. Not to exceed the lowest unit price bid overall.		\$

ATTACHMENT B

Information Form: Moving and Storage Services for Evictions and Relocation

This proposal shall be signed by an official who is authorized to bind the Company to all statements, including pricing, and must complete this page and sign the Authorized Signature line below.

AUTHORIZED SIGNATURE TITLE DATE

NAME OF BIDDER (Name of person signing and Company name)

ADDRESS _____

TELEPHONE NO. _____ FAX NO. _____

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/ offer that it:

- (a) is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

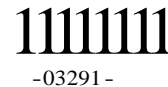
Typed or Printed Name:

Title:

Instructions to Offerors

Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



-03291-

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "Working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

ATTACHMENT E – MINIMUM QUALIFICATIONS CERTIFICATION FORM

(Attachments May Be Included)

IMPORTANT NOTE: ALL THREE (3) ITEMS MUST BE ANSWERED

1) **Experience:** Detail years of Moving & Storage experience. Must show three (3) years within the last five (5) years and a sample of the clients to whom service was provided.

2) **References** List three (3) and include contact person and telephone number.

3) **New York State Requirements:** I hereby acknowledge and certify compliance with all applicable local, New York State and Federal laws pertaining to moving companies, including but not limited to, possession of a permanent certificate to operate as a common carrier of household goods by motor vehicle, and possession of a USDOT number. I further understand that proof of proper licensing requirements may be requested by the Authority, and failure to comply with this request shall be cause to reject your bid.

SIGNATURE

DATE

PRINTED NAME