



INVITATION FOR BIDS (IFB)

**WESTMORELAND COUNTY HOUSING AUTHORITY
&
WESTMORELAND NON-PROFIT HOUSING
CORPORATION**

**VACANT UNIT PREPARATION
MAINTENANCE & CONSTRUCTION
RELATED SERVICES**

IFB - WCHA 2025.18.1

BIDS DUE: February 14, 2025 @ 10:00 A.M.

BID OPENING:

**WCHA-ADMINISTRATION OFFICE
167 SOUTH GREENGATE ROAD
GREENSBURG, PA. 15601**

IFB Document

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INTRODUCTION

The Westmoreland County Housing Authority (WCHA) is a public body and a body corporate and politic created under the Pennsylvania "Housing Authorities Law", for the purpose to provide affordable housing opportunities within Westmoreland County, Pennsylvania. The Westmoreland Non Profit Housing Corporation is a non-profit instrument of the WCHA and for the purpose of this IFB both entities will be referred to as the HA. The HA is seeking qualified, experienced contractors and maintenance personnel to provide supplemental maintenance and light construction services within WCHA & WNPHC owned or managed rental housing units and facilities, located within Westmoreland County, Pennsylvania.

Bid Proposals will be received by registered mail, express mail or hand delivered to the WCHA – Administration Office, located at 167 South Greengate Road, Greensburg, PA. 15601 (Rear Main Entrance) no later than **February 14, 2025 @ 10:00 A.M.** Absolutely no late arrivals will be accepted. Bid Proposals will be opened and publicly read aloud immediately preceding the submission deadline.

The service contractor must have all applicable State licenses and must fully insured and comply with all other pertinent construction laws.

All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

IFB INFORMATION AT A GLANCE

[Table No. 2]

HA CONTACT PERSON / DESIGNATED CONTRACTING OFFICER (CO) PRIOR TO CONTRACT AWARD	Erik Spiegel, Director A&E Services– 724-832-7248, ext. 3056 eriks@wchaonline.com
HOW TO OBTAIN THE IFB DOCUMENTS ON THE APPLICABLE INTERNET SITE	1. Log on to www.wchaonline.com Click on RFQ's- RFP's-IFB's tab, click WCHA – 2025.18.1.1 SUPPLEMENTAL MAINTENANCE & CONSTRUCTION SERVICES FOLDER, download documents.
PRE-BID CONFERENCE	A virtual Pre-Bid Meeting will occur on Monday – February 3, 2025 at 10:00 A.M. (eastern standard time) via Zoom Meetings. Join Zoom Meeting https://wchaonline.zoom.us/j/88506565273?pwd=LowVe6cn8HaPN4BOdzUQ9zh65vBlwd.1&from=addon Meeting ID: 885 0656 5273 Passcode: 439955 • 888 788 0099 US Toll-free • 877 853 5247 US Toll-free
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	- As directed here within the IFB document, submit all required bid documents within a sealed envelope labeled WCHA 2025.18.1.1 Vacant Unit Preparation Maintenance Maintenance & Construction Related Services - BID. - As instructed bids are to be formatted in a Tabbed Format with the specified four (4) tabs identified within Form of Bid Attachment A.1. Submit 1 original and 1 reproduced copy of the "hard copy" bid to the HA.
BID SUBMITAL RETURN & DEADLINE	Sealed Bids are due by February 14, 2025 at 10:00 AM EST.
ANTICIPATED APPROVAL BY HA BOARD OF COMMISSIONERS	It is anticipated a contract award will be made by the WCHA- Contracting Officer in February 2025.

1.0 HA'S RESERVATION OF RIGHTS:

- 1.1 The HA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the HA to be in its best interests.
- 1.2 The HA reserves the right not to award a contract pursuant to this IFB.
- 1.3 The HA reserves the right to 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 The HA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 The HA reserves the right to 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 HA Contracting Officer (CO).
- 1.6 The HA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.7 The HA shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.8 The HA shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the www.wchaonline.com 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 noted Internet System, 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 HA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HA, but not the prospective bidder, of any responsibility pertaining to such issue. Bidders shall register with the HA if they plan to bid on the project at least 7 days prior to the scheduled bid opening.

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): The purpose of this IFB is to contract with contractor(s) in each WCHA - Maintenance Regions (Northern-Central-Southern) for work related to preparing vacant HA units for new tenants and miscellaneous projects that may develop within said HA properties.

2.1 General Requirements: The HA routinely has vacant units that need prepared for occupancy that exceed the capacity of the HA - Maintenance Staff. To increase the availability of units for rent and thus increase occupancy, supplemental services are required. Services / work will generally consists of:

2.1.1 Repairs: Minor replacement and/or repairs of building / unit components and attached fixtures, including but not limited to: floors, floor coverings; windows; window coverings; walls; wall finishes, cabinets; countertops; doors; hardware; appliances; plumbing; plumbing fixtures; electrical; HVAC; etc.

2.1.1.1 Possible Repairs / Construction-related Work: Though the HA shall reserve the right to contract with the successful bidder(s) to provide what may eventually be determined to be construction-related work (hence, a number of HUD forms including HUD Form 5370, Davis Bacon Wage Determination may apply that relate to construction-related and painting services), such awards for construction-related work will be atypical in that the HA will typically use the successful contractors for vacancy cleaning, minor unit repairs, painting, flooring (vinyl composition tile (VCT), carpet, laminate and luxury vinyl tile (LVT) replacement, replacement of electrical

devices (switches, receptacles, & lights), and plumbing fixture replacements or repair. It is not the intent of the HA to retain a contractor pursuant to this IFB to complete any major construction work, though the HA may retain the contractor to provide such services for minor construction-related projects such as replacement of kitchen cabinets and counter tops, door assemblies, subfloor replacement, cementitious floor preparation and leveling as deemed necessary and beneficial to the HA.

2.1.2 Painting: It is anticipated that vacant units typically will need to be fully painted, though it is possible that the HA will only require the contractor to provide only “touch-up” painting services when deemed necessary and beneficial to the HA.

2.1.2.1 Paint Product: All paint products will be provided by the WCHA or WNPHC. So that bidders understand the quality of the paint products that the HA requires and will provide at the time of this IFB, [Sherwin Williams - ProMAR 200 or better paint - Interior Latex - EG-SHELL Finish - White Color](#) is the primary paint standard being used by the HA. White is the WCHA Standard Color. Note: Accessible Units and Common Areas renovated may have alternative colors that will need to be used if the scope of work involves those areas. The HA reserves the right to change paint colors from standard where necessary.

2.1.2.2 Full-unit Painting: Unless otherwise specified by the HA when the Task Order for a unit is issued, the contractor will be required to fully paint (**2 coats**) all interior areas of a unit, including: walls; interior trim; door casings; doors; etc. Painting will include masking of non-painted trim, windows, floors ...

2.1.2.3 Touch-up Painting: The HA may choose to have the contractor “touch-up” the paint instead of painting the entire unit.

2.1.2.4 Paint Clean-up: Whether “Full-unit” or “Touch-up” painting is required by the HA, the contractor shall take care to not apply paint or “over spray” to all hardware; cabinets; windows; plumbing and electrical fixtures; flooring; etc.; and shall in a timely manner, prior to final cleaning detailed within the following Section 2.1.3, remove such inadvertent application or “over spray.”

2.1.3 Cleaning: Once the repairs and painting are completed, the successful bidder(s) shall clean the unit to bring it to a condition ready for move-in by the new tenant; including:

2.1.3.1 Removal and appropriate disposal of debris (typically, minor debris), especially the debris from the aforementioned repair work;

2.1.3.2 Cleaning the structure and fixtures, including the interior/exterior: floors; windows; window coverings; walls;

cabinets; ceilings; doors; hardware; appliances; plumbing fixtures; electrical fixtures; HVAC grills, filters; etc.

2.1.3.3 Cleaning of counter tops, appliances, & plumbing fixtures shall be performed with a disinfectant solution as a final cleaning.

2.1.3.4 Cleaning, stripping and waxing (2 coats) of VCT floors, if applicable. So that bidders understand the quality of the wax products that the HA requires at the time of this IFB, [Betco - Hybrid Floor Finish](#) is the standard product being used by the HA.

2.1.3.5 Steam and spot cleaning of carpeted floor coverings. If carpeted floor coverings are determined to be damaged beyond repair by HA then cleaning will be eliminated from scope of work at task order pre-construction meeting. Replacement of carpeting will then fall under 2.1.1 Repairs.

2.1.3.6 The HA may request the contractor to do a "Clean-Out" of the apartment so painting and repairs can be made. The HA will develop a labor and cost estimate in conjunction with the Contractor to remove furniture, clothes, toys, televisions ... left in the apartment by the former tenant. Dumpster rental and labor to remove items will be the basis of the Delivery Order for a Clean-Out.

2.2 **Method of Award:** The HA will retain the right to contract with any of the successful bidder(s) as a result of this IFB, which shall occur in the following manner:

2.2.1 As detailed within the following Section 3.0 (most specifically, Section 3.2 and Form of Proposal), each bidder will be ranked by the total calculated bid sum submitted in response to this IFB for each Maintenance Region.

2.2.2 When the HA has a vacant unit or building component that needs supplemental contractor services and is ready for the contractor to begin work, the HA staff assigned will contact the contractor who was determined to be the lowest responsive and responsible bidder for the maintenance region where the vacant unit or building exists to ascertain as to whether or not that contractor is available to do the work within the reasonable time-frame. The HA has established and defines (*typically, "reasonable" shall be mean at the site within 1 work week and begin work within 1 work day thereafter*). The HA Staff can adjust the time frame when it is most advantageous to the HA. If the lowest responsive and responsible bidder is not available in the specific maintenance region the HA - Staff can proceed to contact the lowest responsive and responsible bidder(s) from the other two maintenance regions. If one contractor is determined to be the lowest responsive and responsible bidder for each maintenance region the HA Staff will proceed to obtain services from another contractor in accordance with the HA - Procurement Policy.

2.3 **Procedure of Award (Task Order):** Once an available contractor has been chosen (as detailed within the preceding 2.2.2), the contractor and the HA representative will meet at the applicable vacant unit, and/or building. HA and Contractor shall inspect the unit and building, and mutually determine the extent of the required repair, painting and cleaning work ... and arrive at an agreed-upon scope and

schedule of performance. The contractor shall then prepare a detailed cost proposal using labor or task rates identified within said IFB. The scope of work identified and cost shall be calculated as follows on a standard Task Order Form which will be agreed upon prior to the execution of a service contract and shall include the following services:

2.3.1 Repair Services: Each bidder has, in response to this IFB has submitted proposed unit and hourly fees for the various services and positions that will be needed to complete the estimated repairs. When the contractor and the HA representative inspect the unit or building system they shall ascertain:

2.3.1.1 Minor Repairs Required: A complete list of all of the minor repairs that needs to be and will be completed in the unit. Note: When final scope of work is accepted by the HA, the line item list may only be revised in writing and approved by the HA.

2.3.1.2 Supplies/Materials: A detailed line item listing of supplies and materials needed to complete the minor repairs, including any fixtures that will be replaced. Such items shall be priced at the cost plus the markup percentage submitted. If no markup was submitted supplies and materials shall be billed at cost.

WCHA Reserves the right to provide all materials.

2.3.1.3 Labor Hours: The number of hours that the contractor will require for each position to complete the minor repairs for that unit.

2.3.1.4 Labor Rates All-inclusive: The hourly labor 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, company overhead and profit.

2.3.1.5 Davis Bacon Wages: The hourly labor fees including benefits for delivery orders exceeding \$2,000 per order for construction, maintenance and painting services shall be based on the included Davis Bacon Wage Determination if they exceed the bid wages including benefits. Sole proprietor business entities are exempt from Davis Bacon Wage reporting but shall pay a wage that meets or exceeds the minimum prevailing wages.

2.3.2 Painting Services: Each bidder will, in response to this IFB shall submit firm-fixed prices to provide the full-unit painting services detailed herein for each of the unit types (i.e. efficiency or 0-bedroom; 1-bedroom; 2-bedroom; 3-bedroom; 4-bedroom; 5-bedroom) and to provide “touch up” painting services. Though the contractor will be consulted, the decision as to whether to do full-unit or touch-up painting shall be at the sole discretion of the HA. **The scope of work includes labor and materials.**

2.3.3 Cleaning Services: Each bidder will, in response to this IFB shall submit firm-fixed prices to provide the cleaning services detailed herein for each of the unit types (i.e. efficiency or 0-bedroom; 1-bedroom; 2-bedroom; 3-bedroom; 4-bedroom; 5-bedroom). It is understood that a firm-fixed price shall be submitted by each bidder after a site inspection with HA staff assigned. For units in a condition that requires more work than the defined “typical” condition, such additional repairs and cleaning work shall be priced, in writing, on the Task Order Form, at the hourly rates submitted for Pricing Items. The HA and contractors will establish a “typical” unit definition at the pre-construction meeting.

2.3.4 Calculated Costs: Once the contractor and the HA representative agrees upon a total cost (based on the procedure and fees detailed within the preceding Sections 2.3.1, 2.3.2 and 2.3.3), the contractor shall, in a defined schedule, proceed with the work. Except for any work increased by written change order, if it is found that the actual hours worked by the contractor were less than the estimated hours arrived at detailed within the preceding Section 2.3.1.3, and similarly, if the actual supplies/materials used were less than originally estimated, the HA shall only be responsible to pay the contractor for the actual hours worked and/or materials used. However, if the contractor exceeds the estimated hours listed on the Task Order Form or the actual supplies/materials listed, the HA has no obligation to pay any increase in costs, unless such increase was due to the fault or written direction of the HA. Hence contractors shall submit realistic and accurate estimates on the Task Order Form and that all changes to the work must be agreed upon by written bi-lateral change order to the Task Order.

2.3.5 Performance Schedule: When a Task Order is agreed upon from a scope of work and cost perspective the Contract and HA shall develop a performance schedule that includes a start date and end date. The schedule agreed upon shall only be modified if the scope of work changes and the HA and Contractor agree to a Change Order for the Time Extension. In addition the Contractor agrees to perform their work elements during normal working hours of 7:00 am - 5:00 pm (Monday - Friday). If alternative working times and days are required the HA and Contractor need to come to a mutual agreement, but the HA is not required to provide relief from schedule provision contained here within.

2.4 Required State Contractor’s License: As required by Commonwealth of Pennsylvania - Uniform Construction Code - if a bidder is classified as a Home Improvement Contractor said contractor shall be licensed pursuant to the UCC Code. Reference the PA-Department of Labor website located at: http://www.portal.state.pa.us/portal/server.pt/community/uniform_construction_code/10524/contractor_licensing/553817.

3.0 BID FORMAT:

3.1 Tabbed Bid Submittal: So that the HA can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers or tabs (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 HA has published herein or has issued by addendum.

[Table No. 3]

Tab No.	Description
1A	Form of Bid: This Form is attached hereto as Attachment A.1 to this IFB document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
1B	Form of Proposal (Original Bid): This Form is attached hereto as Attachment A.2 to this IFB document. This 16-page Form must be fully completed, & executed where provided thereon and submitted under this tab as a part of the bid submittal. All pricing and contractor rankings will be calculated from data entered into this form.
2	Form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs: This Form is attached hereto as Attachment B.1 to this IFB document. This 3-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3	Profile of Company Form: The Profile of Company 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.
4	Section 3 Business Preference Documentation (Optional Item): For any bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form. IF NO PREFERENCE IS SOUGHT THEN NO INFORMATION REQUIRED.
5	Other Information (Optional Item): The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the HA in its evaluation. Note: Successful bidders will be required to provide the HA with Client Reference prior to execution of a contract. This information can be supplied under this tab.

3.1.11 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

3.1.12 **Bid Submittal Binding Method:** It is preferable and recommended that the bidder bind the bid submittals in such a manner that the HA can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the bid submittal to its original condition.

- 3.2 Entry of Proposed Fees:** The proposed fees shall be submitted by the bidder under Tab 1B and received by the HA. Do not submit, enter or refer to any fees or costs within the tabbed “hard copy” bid submittal detailed within Section 3.0—any bidder that does so may be rejected without further consideration. Such fees shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. **You must enter a proposed fee for the majority of Pricing Items (a “No Bid” is not allowed for any item, though a “No Charge” IS allowed for several of the Pricing Items).**

[Table No. 4]

IFB Section	Item No.	Qty.	U/M	Description
3.2.1		Ref. Form of Proposal		Repair Services:
3.2.1.1	1		Hours	Working Foreman/Supervisor
3.2.1.2	2		Hours	Laborer
3.2.1.3	3		Hours	Painter
3.2.1.4	4		Hours	Carpenter
3.2.1.5	5		Hours	Janitorial Labor
3.2.1.6	6		% Markup Above Cost	Supplies/Materials that may be needed for Repair Services that the Contractor is not otherwise already required to provide as a part of the proposed fees.
3.2.2		Ref. Form of Proposal		Painting Services:
3.2.2.1	7		Units	Full-unit: 0-bedroom (Studio)
3.2.2.2	8		Units	Full-unit: 1-bedroom
3.2.2.3	9		Units	Full-unit: 2-bedroom
3.2.2.4	10		Units	Full-unit: 3-bedroom
3.2.2.5	11		Units	Full-unit: 4-bedroom
3.2.2.6	12		Units	Full-unit: 5-bedroom
3.2.2.7	13		Units	Touch-up: 1-hour
3.2.2.8	14		Units	Touch-up: 1½-hour
3.2.2.9	15		Units	Touch-up: 2-hour
3.2.2.10	16		Units	Touch-up: 2½-hour
3.2.2.11	17		Units	Touch-up: 3-hour
3.2.2.12	18		Units	Touch-up: 3½-hour
3.2.2.13	19		Units	Touch-up: 4-hour
3.2.3		Ref. Form of Proposal		Cleaning Services:
3.2.3.1	20		Units	0-bedroom (Efficiency)
3.2.3.2	21		Units	1-bedroom
3.2.3.3	22		Units	2-bedroom
3.2.3.4	23		Units	3-bedroom
3.2.3.5	24		Units	4-bedroom
3.2.3.6	25		Units	5-bedroom

3.2.4				Other Potential Optional Charges:	
3.2.4.1	26		Each	Trip Charge-Inspection	
3.2.4.2	27		Each	Scope & Cost Estimate	
3.2.5	IMPORTANT NOTICE				
	Determination of the Lowest Calculated Cost: After a bidder has entered their proposed unit costs for each of the above Pricing Items, the total sum of the extended total per Maintenance Region of all of the Pricing Line Items shall be the Total Calculated Cost that will determine the ranking order of the bidders, lowest to highest.				

3.2.6 Additional Information Pertaining to the Preceding Pricing Items (as noted following):

3.2.6.1 Additional Related Work That May Be Required: Please note that if the HA decides that it will retain the Contractor to perform any additional related work, the costs of such work shall be negotiated at the applicable unit or hourly rates proposed by the contractor in response to this IFB.

3.2.6.2 Proposed Labor Rates:

3.2.6.2.1.1 Working Foreman/Supervisor: The contractor's assigned skilled staff person who has responsibility to supervise the work at the HA site. Due to the size and complexity of the projects anticipated to be undertaken within the context of this IFB the position of supervisor needs to be a skilled working entity. This person while supervising, shall also perform skilled labor which may include work typically assigned to a Carpenter, Painter, Laborer, and possibly the Electrician and HVAC Tech. positions.

3.2.6.2.2 Painter: The contractor's assigned skilled staff person who typically performs the painting services detailed herein. This person may also perform work typically assigned to the Working Foreman and the Laborer positions. Please note that most painting services will be provided at the firm-fixed fees submitted in response to Form of Proposal - Pricing Items; this position is listed within this area in case the HA needs painting services other than those specifically detailed within Form of Proposal - Pricing Items

3.2.6.2.2.1 Laborer: The contractor's assigned staff person who typically performs the skilled and unskilled labor services detailed herein. Also this position is the contractor's assigned staff person who typically performs the required minor repairs in the unit. This person may also perform work typically assigned to the Painter and the Laborer positions.

3.2.6.2.2.2 Janitorial Laborer: The contractor's assigned staff person who typically performs skilled and unskilled labor services detailed herein. This person shall clean areas identified pursuant to this IFB section 2.1.3. Cleaning may need to occur daily or at the end of unit preparation.

3.2.6.3 Supplies/Materials: For determination of a low bid(s) a lump sum allowance for each Maintenance Region for supplies and materials necessary to complete the type of projects anticipated within the scope of this IFB has been identified. Each bidder shall enter pricing for this item as a percentage over cost. For instance, if the bidder wishes to provide such items at cost, he/she shall enter "1.00" within the cost area for this item; if the bidder wishes to provide such materials at 30% over cost, he/she shall enter "1.30" within the cost area for this item; and so forth. Note this fee bid shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site, meaning, all costs shall be F.O.B. the HA site.

3.2.7 Painting Services: There shall be no additional charges for the paint or other supplies/materials needed to provide the painting services detailed within Pricing Items in Table 4 and Attachment 1B.

3.2.8 Cleaning Services: There shall be no additional charges for the supplies/materials or equipment needed to provide the cleaning services detailed within Pricing Items in Table 4 and Attachment 1B.

3.2.9 Potential Optional Trip Charges:

3.2.9.1 Trip Charge (Estimator): This item pertains to the contractor's representative visiting the work site referred to within Section 2.3 herein. If the bidder chooses to enter "No Charge" for this item, such means that, if awarded the contract, the bidder WILL NOT ever, during the term of the contract, receive payment for this service, though the bidder will provide such service at the request of the HA at any time and at any quantity during the contract period as may be ordered by the HA.

3.2.9.2 Scope and Cost Estimate: This charge is to compensate contractor for a representative who performed the site inspection to prepare a line item scope and cost estimate. If the bidder chooses to enter a "No Charge" for this item, such means that, if awarded the contract, the bidder WILL NOT ever, during the term of the contract, receive payment for this service, though the bidder will provide such service at the request of the HA at any time and at any quantity during the contract period as may be ordered by the HA.

3.3 Quantities: All quantities are identified in Attachment A.2 Form of Proposal. Table No. 4 only represents bid items less quantities. Again quantities are arbitrary and will solely be used to compare bids. The HA has set these quantities based on its best estimates, but such amounts are not to be interpreted as a guaranteed amount. In any case, the HA reserves the right to, at its own discretion, and within the limits set within the following Section 3.4, order any amount of services it needs.

3.4 Overtime: Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The HA shall consider on a task order basis charges for overtime. Regular-time will be calculated to be Monday-Friday (excluding holidays), 8:00am - 4:00pm. Accordingly, the HA will pay a rate of 1.5 of the listed hourly rates if task orders require the implementation of overtime. The decision concerning the use and payment of overtime will be at the sole discretion of the HA.

3.5 Davis-Bacon Wages: As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the HA needs the successful bidder to provide maintenance - construction - and painting services that require the successful bidder to pay Davis-Bacon Wages for a specific task order exceeding \$2,000 pertaining to the ensuing contract, then to compensate the successful bidder for any amount that the applicable Davis-Bacon Rates are greater than the applicable hourly fees listed within Pricing Items (or any similar hourly fee that is increased as a result of Section 3.4 herein), the HA will :

3.5.6 Ascertain the applicable hourly wage rate(s), as listed within the contract, that applies;

3.5.7 Ascertain the current applicable Davis-Bacon that applies;

3.5.8 Ascertain the difference between the two rates, which amount the HA will pay to the successful bidder for that task order only.

3.5.9 Locating Applicable Wage Rates: If, as detailed within 24 CFR 85.36(h)(5), the HA is required to pay Davis-Bacon wage rates (for all "construction-maintenance-painting contracts in excess of \$2,000"), the HA will apply the Davis Bacon Rate Applicable to the building type: 5 Stories or more will result in the Building Rate Determination, 1-4 stories will result in the use of Residential Rate Determination. Attached here to are the current Davis Bacon Wage Rate Determinations.

- 3.6 Bid Submission:** All bids must be submitted and time-stamped received in the designated HA office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") of the bid submittal, and 1 copy shall be placed in a sealed package and addressed to:

**WESTMORELAND COUNTY HOUSING AUTHORITY
167 SOUTH GREENGATE ROAD
GREENSBURG, PA. 15601**

The package exterior must clearly denote the above noted IFB TITLE and REFERENCE NUMBER and must have the bidder's name and return address. Bids received after the published deadline will not be considered.

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

- 3.6.7 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 HA, including the IFB document, Attachments, 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 the 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 HA requirements contained within the documents may cause that bidder to not be considered for award. **Bidders are required to check the WCHA - Website daily for any Addendums issued. No addendums will be release 48 hours in advance of the bid opening.**

- 3.7 Bidder's Responsibilities—Contact with the HA:** 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 HA 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 HA to not consider a bid submittal received from any bidder who may has not abided by this directive.

3.7.6.1 Addendums: 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. NOTE: All addendums will be posted to the www.wchaonline.com website. Bidders assume all responsibility to check the web site daily up and to a minimum of 2 days before the scheduled bid opening. Bidders are reminded to register with the HA so emails notices that addendums have posted can be obtained.

3.8 Pre-bid Conference: The scheduled pre-bid conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Typically, such conferences last 1 hour or less. The purpose of this conference is to assist prospective bidders to have a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the HA will conduct a brief overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response being delivered. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, the HA *will not* distribute at this conference any copies of the IFB documents.

3.9 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. 5]

Attachment	Attachment Description
A.1	Form of Bid
A.2	Form of Proposal - Original Bid
B.1	*Form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs</i>
B.2	Form HUD-5369-B (8/93), <i>Instruction to Offerors, Non-Construction Contract</i>
B.3	Form HUD-5370-C (1/2014), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
B.4	Form HUD-5370-C (10/2014), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
C	Profile of Firm Form
D	Section 3 Forms, including explanation
E	HA <i>Instructions To Bidders & Contractors</i>
F	HA Sample Contract Form (please note that this contract is being given as a sample only--the HA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HA feels it is in its best interests to do so)
G	Delivery Task Order Form
H	Davis Bacon Wage Determinations
I	HA <i>Profile of Developments</i>
	<i>Note: HUD FORMS 5369, 5370 have not been included within this IFB for any construction-related work that may occur as a result during the ensuing contract period(s). Be aware that if the HA does retain the successful bidder to do construction-related work at any time during the ensuing contract period(s), there will be additional HUD-required forms to complete pertaining to such; and by submitting a bid the successful bidder hereby agrees to complete and submit those forms as required. If delivery order for maintenance-construction-painting exceeds \$2,000 Davis Bacon Wages will apply and if they exceed the contract wages an adjustment will need to be made to comply with the minimum wages and the HA will pay the contractor said difference in wages plus fringes after a cost analysis is performed.</i>

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 HA will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap will be posted to the www.wchaonline.com website. The bids will not be made available for inspection by anyone at this time; the HA 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 form HUD-5369 and form HUD-5369-B, the HA reserves the right to, as determined by the HA, “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 HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.” HA will employ a flip of a coin with the contractor who submitted their bid first as the caller of the flip. Submission time will be verified by stamp of WCHA Clerk.

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 HA in a timely manner (in any case, in no less than 5 days after such determination is made).

4.3 Responsible Evaluation: The HA will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to the HA the required services). If the HA ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the HA may proceed with award. If the HA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the HA in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the HA may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

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 Lowest Responsive and Responsible Bidder: Award of an IFB is made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest calculated cost per maintenance region.

- 5.2 Contract Award Procedure:** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:
- 5.2.1** By completing, executing and submitting the Form of Bid, Attachment A.1, the bidder is thereby agreeing to “abide by all terms and conditions pertaining to this IFB as issued by the HA, either in hard copy or on the noted www.wchaonline.com website, including an agreement to execute the attached Sample Contract form, as identified in Attachment F. Accordingly, the HA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the HA has no power or authority to negotiate any clauses contained within any attached HUD documents.
- 5.2.2** WCHA reserves the right to award a contract to multiple-qualified bidders at the lowest bid prices established by the IFB. The lowest responsible and responsive bidder will receive the initial opportunity to provide a price on a task order basis for each project/assignment. If the lowest responsible-responsive bidder can’t accommodate the WCHA schedule and elects to forego the task order assignment the WCHA will request a proposal on a task order basis from the subsequent pool of bidders/ contractors who have agreed to perform the same work at the prices established by the lowest responsive and responsible bidder.
- 5.3 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this IFB:
- 5.3.1 Contract Form:** The HA will not execute a contract on the successful bidder's form--contracts will only be executed on the HA form (please see the Sample Contract and Attachment F, and by submitting a bid the successful bidder agrees to do so (please note that the HA reserves the right to amend this form as the HA deems necessary). However, the HA will during the IFB process (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the HA to do so; but the failure of the HA to include such clauses does not give the successful bidder the right to refuse to execute the HA's contract form. It is the responsibility of each prospective bidder to notify the HA, 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 HA will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the HA's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.
- 5.3.1.1** Please note that the HA 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.
- 5.3.2 Assignment of Personnel:** The HA shall retain the right to demand and receive a change in personnel assigned to the work if the HA believes that such change is in the best interest of the HA and the completion of the contracted work.

- 5.3.3 Unauthorized Sub-Contracting Prohibited:** The successful bidder 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 HA, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the CO.
- 5.4 Contract Period:** The HA anticipates that it will initially award a contract for the period of 2 year period with three (3) 1 year extension options, at the HA's and Contractors mutual discretion.
- 5.5 Licensing and Insurance Requirements:** Prior to award (but not as a part of the bid submission) the *successful bidder* will be required to provide:
- 5.5.1** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount;
 - 5.5.2** An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA 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 deductible of not greater than \$1,000;
 - 5.5.3** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
 - 5.5.4** A copy of the bidder's business license allowing that entity to provide such services within the Commonwealth of Pennsylvania.
 - 5.5.5** The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE BID SUBMITTAL--we will garner the necessary certificates from the successful bidder prior to contract execution).
- 5.6 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.