

## 360M-24-IFB-955 Invitation for Bids

# **Agency Wide Snow Removal**

Issue Date: August 26, 2024

Karen DuBois-Walton, Ph.D.
President



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#### Part I. Cover Page

#### A. Overview

360 Management Group, Co. is in search of a seasoned contractor to deliver comprehensive snow removal services across the agency as specified in the following document..

#### B. Important Due Dates/Locations/Time

Schedule						
Event	Date					
IFB Issued	August 26, 2024, at 3:00 P.M					
Pre-Bid Conference	September 3, 2024, at 11:00 A.M.					
Questions Due	September 6, 2024, at 12:00 P.M.					
IFB Submittal Deadline	September 11, 2024, at 3:00 P.M.					
Public Bid Opening	September 11, 2024, at 3:15 P.M.					

A Pre-Bid Conference is scheduled for September 3, 2024, at 11:00 a.m. EST ONLY via conference call. Link is attached as a separate document in Cobblestone. Attendance is not mandatory but is recommended.

All questions concerning this IFB must be submitted in writing no later than September 6, 2024 at 12:00 p.m. EST and submitted via 360 Management's Vendor/Contractor Collaboration Portal,

https://newhavenhousing.cobblestonesystems.com/gateway.

Answers to questions will be responded to after the close of the questions period and answered via an Addendum posted on 360 Management's Vendor/Contractor Collaboration Portal. Prior to submission of bid, please check the Vendor/ Client Collaboration Portal for any addendums posted. All Addenda's must be acknowledged with a signature and timely submitted as part of this solicitation. Bids will be rejected if the addendum is not timely submitted as stated.

A bid opening is scheduled for September 11, 2024, at 3:15 p.m. EST via video conference call. Attendance is not mandatory. Conference call link is attached in a separate document.



#### C. Preparation of Submission:

The bids must substantially conform to the IFB checklist.

Sealed Bids must be uploaded via 360 Management's Collaboration Portal website: https://newhavenhousing.cobblestonesystems.com/gateway.

#### YOU MUST BE A REGISTER VENDOR TO SUBMIT A BID

Caution: Late Proposal submission will be handled in accordance with the provisions contained in HUD Form HUD 5369-B Titled "LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF OFFERS".

By submission of a bid, the bidder agrees, if its bid is accepted, to enter into a contract with 360 Management in the form included in the contract documents to complete all work specified or indicated in the contract documents for the contract price and within the contract time indicated in the attached IFB.

The bid shall remain valid for the period specified in the IFB, must be independently arrived at, and shall be prepared in accordance with the Instructions to Bidders (HUD Form HUD-5369). Additionally, all required certifications and other applicable documents, as shown on the "Index of Submittal Documents Required for Sealed Bids," must be completed and submitted as part of the bid.

The bid prices shall be included as provided for in the attached IFB. Unless otherwise specified in the IFB, all prices shall be on a firm-fixed-price basis and are not subject to adjustment based on costs incurred.

Unless indicated otherwise, Bidders must submit a lump sum firm-fixed-price bid consistent with a cost/price analysis prepared by 360 Management. Price bids that are inconsistent with the 360 Management cost/price analysis may be deemed non-responsive.

Bidders must provide 360 Management with the appropriate discount percentage that would apply, if applicable, to prompt payments and the number of days 360 Management must make those prompt payments to be able to take advantage of the discount. 360 Management reserves the right to reject any and all submitted bids or to waive any informality in the solicitation process.



No bid shall be withdrawn for a period of **One Hundred and Twenty (120) calendar days** subsequent to the opening of the submittals without the consent of 360 Management.

Bidders should be advised that, prior to the award of any contract, 360 Management reserves the right to conduct a pre-award survey for the purpose of determining the bidder's responsibility and capacity to perform the contract. This survey may include review of subcontracting agreements, financial capacity, and quality of work performed on other contracts.

# The following information is vital to the submission process and should be read through carefully.

#### RELEVANT AND PAST EXPERIENCE

Bidder(s) must complete the Contractor's Bid Qualification Form, Reference and Past Performance Form, HUD Form HUD-2530 (Previous Participation Certification), and HUD Form HUD 50071 (Certification of Payments to Influence Federal Transactions) if applicable. NOTE: The Contractor's Bid Qualification Form must be notarized.

#### EMPLOYMENT AND CONTRACTING ACTION PLAN

Bidder(s) should review 360 Management's Bid Conditions For Equal Opportunity in Employment, Section 3 Clause (Qualification Information), Federal Executive Order 11246 Compliance Requirements, and Clause 40 (Employment, Training, and Contracting Opportunities for Low-income Persons, Section 3 of the Housing and Urban Development Act of 1968) of HUD Form HUD-5370-C (General Conditions of the Contract for Non-Construction).

Bidder(s) must complete and sign the following documents:

- 360 Management Section 3 Form of Certification
- 360 Management Section 3 MBE/WBE Plan

#### REQUIRED CERTIFICATIONS

All Certification documents shown on the "Index of Submittal Documents Required for Sealed Bids" must be prepared and submitted with Bidder's proposal for the bid to be considered responsive to 360 Management's Invitation for Bid (Sealed Bid)/Solicitation requirements. The minimum amount of time that Bidder's proposal must remain valid is ONE HUNDRED AND TWENTY (120) calendar days from the bid submittal date.



#### MANDATORY CLAUSES

HUD FORM HUD-5370-C (General Conditions of the Contract for Non-Construction) and 360 Management's Supplemental Conditions to HUD Form HUD-5370-C and 360 Management's Special Conditions to the HUD General Conditions include all clauses mandated by 24 CFR 85.36.



#### Part II. Bid Protest

Disagreements over the award of a 360 Management's contract, referred to as protests, may occasionally arise between the PHA and an offeror. Usually, the protestor asserts that he/she should have received the contract award and alleges that 360 Management did not conduct the competition appropriately. (Note: While protests are commonly referred to as bid protests, any type of contract award, including small purchase, competitive proposal, or sealed bid, may be protested by an unsuccessful offeror.) 360 Management, in accordance with sound business judgment, is responsible for the settlement of protests arising from the procurement process.

1. **Designation of Protest Officials**. The Contracting Officer shall be responsible for the receipt of any form bid protest in writing and with conducting the initial bid protest hearing. Bid protest must be submitted within ten (10) days of the award of contract by the Authority.

The Contracting Officer shall render an impartial decision regarding any bid protest.

- 2. **Appeal of Initial Bid Protest Decision**. If the Contracting Officer denies the bid offeror's bid protest, the protestor must request an appeal of said finding in writing no later than ten (10) days of the date of receipt of the decision of the Contracting Officer. The appeal hearing will be conducted by no less than two (2) members of the Board of Commissioners (i.e., the Service Committee or the Planning and Development Committee.) The request for an appeal hearing shall be directed to the Contracting Officer.
- 3. **Requirements for Written Protests**. Protestors shall submit a bid protest in writing to

the Contracting Officer within ten (10) days of the award of the subject contract by the Authority to the following address. **Protest against terms of the solicitation must be made prior to the due date of solicitation.** 

Contracting Officer 360 Orange Street 3<sup>rd</sup> Floor New Haven, CT 06511



The bid protest must clearly state the basis for the protest. Protests should include, at a minimum, the following information:

- a. Name, address, and phone number(s) of the protestor;
- b. Solicitation number and project title;
- c. A detailed statement of the basis for the protest;
- d. Supporting evidence or documents to substantiate any arguments; and
- e. The form of relief requested (e.g., reconsideration of their offer).
- 4. **Submission Time Period**. Generally, the offeror shall submit bid protest no later than ten (10) days of date the award of subject contract is made by the Board of Commissioners. **Protests against the terms of a solicitation should be considered late if submitted after the due date for offers.**
- 5. **Time Period for Formal Protest Hearing**. The Contracting Officer, or his/her designee, shall conduct a protest hearing, if the written request warrants within ten (10) calendar days of receipt of the writing request by the protestor. The Contracting Officer may deem, based upon the evidence presented by the protestor, that a hearing is not warranted, and that an unbiased and impartial initial decision can be rendered without the need of a face to face hearing.
- 6. **Remedial Action.** If a protest is decided in favor of the protestor, 360 Management may consider, inter alia, the following remedies:

If the contract has not been awarded, the 360 Management may cancel or revise the solicitation or proposed contract award, or

If the contract has been awarded, the contract may be terminated for convenience and awarded to the protestor, or the procurement may be canceled and offers re-solicited.

7. Emergencies or Unusual and Compelling Circumstances. 360 Management may allow a contract to remain in place despite a successful protest in cases of emergency or unusual or compelling need for the supplies or services. However, if the 360 Management determines, based on compelling circumstances such as an emergency or serious disruption of its operations, that termination or re-



solicitation would not be in the best interest of 360 Management, then 360 Management may allow the award to stand and pay the successful protestor costs associated with preparing the bid along with the cost of filing and pursuing the protest and other damages determined.

- 8. **Denials.** 360 Management shall notify the protestor in writing of its decision and state the basis for the denial. The notification shall apprise the protestor of any appeal rights in accordance with our protest procedures.
- 9. **Appeal Procedures.** As stated above, appeal of the Contracting Officer's initial decision shall be heard by no fewer than two members of the Board of Commissioners (i.e., the Service Committee or the Planning and Development Committee). The request for an appeal must be made in writing as stated above and must include, but not be limited to:
  - 1. A statement of the factual and legal grounds on which reversal or modification of the decision is deemed warranted, specifying any errors of law made or information not previously considered.
- 10. **Documentation.** The Contracting Officer shall fully document the protest decision in writing in the contract file. Documentation shall include but not be limited to:
  - 1. A copy of the subject solicitation and supporting documentation, including the copy
    - of the advertisement of the bid.
  - 2. A copy of the protestor's written protest.
  - 3. A copy of the written finding of the Contracting Officer and that of any appeal
    - officer(s).
  - 4. Copy of documentation used by 360 Management to make its decisions that was
    - protested by the protestor.
- 11. **Informal Resolution Processes.** Protestor may request an informal review of their protest either in writing or by phone.



#### **EQUAL EMPLOYMENT OPPORTUNITIES REQUIREMENTS**

All Equal Employment Opportunities including Section 3 (EEO) forms are provided in this package. The contractor/vendor must review all EEO forms, complete and submit the required EEO forms at the time of submission of bid or proposal. Bids/Contracts at all dollar values are subject to Section 3/MBE/WBE requirements.

After a Contract has been awarded, the contractor must attend a mandatory meeting with 360 Management's Director of Procurement. If there are any questions regarding the completion of the EEO forms please contact the Director of Procurement, at 203-498-8800 ext 1200.

Staff is available at 360 Orange Street, 3rd floor, to assist persons with disabilities. The TTY/TDD number is (203) 497-8434. 360 Management is an equal opportunity housing agency.

360 MANAGEMENT GROUP CO.

Karen DuBois-Walton, Ph.D.

By: Date:

Karen DuBois-Walton

President

08/18/2024



#### Part III. Index of Submittal Documents

The INDEX OF SUBMITTAL DOCUMENTS shown below is provided to assist all Bidders in correctly preparing and submitting a responsive Bid to 360 Management in accordance with the requirements of the Invitation for Bid (Sealed Bid). The Index contains a listing of all required submittal items.

Please review this index and submit all documents that are checked "REQUIRED SUBMITTAL" with your sealed bid. Documents that are checked "SIGNATURE REQUIRED" must be properly executed. Documents that are checked "NOTARY/CORPORATE SEAL REQUIRED" must be notarized and/or have the Bidder's corporate seal affixed.

#### Please view/ download the below listed documents from:

https://newhavenhousing.cobblestonesystems.com/gateway/DocumentLibrary.

#### aspx

INDEX OF SUBMITTAL DOCUMENTS								
DOCUMENT		REQUIRED SUBMITTAL	SIGNATURE REQUIRED	NOTARY/ CORPORAT E SEAL REQUIREDA S APPLICABLE	FOR YOUR REVIEW			
ALL PROJECTS								
Cover Sheet (Attached)		Х						
Bid Sheet (Attached)		X	X					
Required Acknowledgements and Certifications:								
HUD-5369 Instructions to Bidders					X			
HUD-5369-B-Instructions to Offerors Non-Construction					Х			
Non-Collusive Affidavit		X	X	Х				
HUD-50071- Certification of Payments to Influence Federal Transactions		X	X					
Reference and Past Performance Form		X						
Acknowledgement of Addenda Form		X	X					



Section 3 Contractor Guide 2021			X
Contractor Highlight Section 3			Χ
360 Mgmt Bid Conditions for Equal			Х
Opportunity in Employment			
HUD 5370-C – General Conditions for			X
Non-Construction			
360 Mgmt Section 3 Clause			X
Federal Executive Order 11246			Χ



## Part IV. Specifications



#### Part IV. Scope of Services

#### **General Requirements**

The following type of services shall be required by 360 Management Group. This is not an all-inclusive list. 360 Management reserves the right to add additional properties as needed and approved by both parties. It is the responsibility of the contractor to survey the property prior to submitting a bid offer.

**A.1.** The successful Contractor will be responsible to provide all labor and materials to successfully complete all snow removal, including sanding, de-icing-driveways, parking lots, sidewalks, fire escapes, ingress/egress, fire- Hydrants, access to dumpsters, and entrance/exit. and possible relocation of accumulated snow off site. The successful contractor will employ sufficient staff and equipment to properly maintain all properties in an ice free or properly treated manner to avoid slippery and hazardous conditions from forming.

**A.2.** The application of sand/salt will be applied to all named properties per this includes property driveways, parking lots and sidewalks. Treatment must be applied as required per inclement weather or requested by 360 Management Group.

- Any additional services after inclement weather will require prior approval from the Director of Maintenance or Designated Manager.
- The Director of Maintenance or designated Manager will contact the contractor the day before inclement weather is scheduled to coordinate a schedule for the day of. Contractor must respond to all calls from the Director of Maintenance or Designated Manager within fifteen (15) minutes by phone and be on site within one (1) hour of scheduled time.
- Sand to salt ration of 8:1 is to be used in all areas requiring the treatment.
- All sidewalks, ingress/egress, fire exits, ramps, steps concrete areas must have a "green" product (non-injurious to concrete) utilized as a snow and ice melt application. Material Safety Data Sheet (MSDS) sheets must be provided for the product chosen and approved by 360 Management Group.
- All parking lots, ingress/egress areas must have snow cleared back to the curb or



grass line. All parking spaces must be cleared and sanded.

- Loaders shall be used to remove snow from the properties as necessary and must be approved by the Director of Maintenance or Area Supervisor in advance.
- Dumpster and recycling areas must be cleared of all snow and ice to allow access for the trash removal contractors and tenants. Dumpster's must be cleared of snow at least three (3) feet away from all sides. Salt and sanded on all sides.
- Fence gates are to be cleared to allow free and unobstructed use by the tenants and Emergency Personnel.
- Fire hydrants are always to be kept cleared and accessible. A pathway is to be cleared to allow an adult to walk through.
- Emergency generators are always to be kept clear and accessible. A
  pathway must be made to clear for an adult to walk to the generator and
  all surrounding areas.
- Staking of all necessary areas shall be installed by the Contractor as part of this Contract before the first of December and maintained throughout the season and removed by May 1<sup>st.</sup>.
- Contractor will provide four (4) five (10) gallon buckets at specified locations (see bid sheet). These are to be filled with sand and have a scoop applicator in them for the tenants to utilize if needed. These buckets are to be maintained throughout the snow season and refilled as necessary.
- All properties will require a combination of snow plowing, snow blowing, shoveling, and sanding to properly remove the snow and ice to keep the property free from all hazards.

#### Minimum Qualifications

Contractor must employ sufficient staff to handle multiple emergency and service calls at different locations at the same time when needed.

The contractor must have the necessary resources, facilities, and ability to furnish



the material and/or service requested by 360 Management Group Company.

#### For Scheduled Service:

The authorized requestor from 360 Management will provide a written task order to contractor, along with copies of work orders included in the task work order. The contractor must provide a written estimate of task order along with completion schedule. The authorized requestor will review the task order estimate and will sign off to authorize initiation of work. Upon completion of the work, the contractor must get the authorized requestor to sign off on the task work order and submit the invoice to the Finance Department, with itemization of labor and materials used, and a copy of original task order authorization. The authorized requestor will review both documents and inspect work as completed prior to signing off to the authorize payment against the contract.

Services shall be made available to 360 Management three hundred and sixty-five (365) days per year, twenty-four (24) hours per day.

Internal regular work hours are between 8:00 A.M. to 5:00 P.M.

After hours and weekends are considered outside regular work hours.

#### For Emergencies:

Emergency on-call service shall be provided twenty-four (24) hours/day, seven (7) days per week.

The authorized requestor will contact the contractor and describe the nature the of task. The contractor must respond to the scene within one (1) hour during normal working hours and two (2) hours outside of regular working hours. The contractor must contact the authorized requestor upon arrival to describe the work as performed and provide a verbal cost estimate. A work order must be generated the next following business day, and 360 Management's Property Manager or designee must verify that the work has been completed satisfactorily and **sign off on the task request**. The contractor must submit the invoice with the work order number written on it, and the authorized requestor will inspect the work as completed prior to signing off to the authorize payment against the contract.

#### **Delays:**



If a delay is foreseen, the contractor must give notice to the person who placed the service call or the Property Manager. The contractor must keep 360 Management advised always of the service status being performed. In no event must the contractor fail to perform services more than one hour after the receipt of a service call. The contractor's failure to perform said services within the one (1) hour during regular working hours and (2) hours outside of regular working hours must constitute a default. Default in promised completion date (without 360 Management's approval) or failure to meet specifications, authorizes the 360 Management to purchase supplies, equipment or repair services elsewhere and charge full increase of all cost associated to the defaulting contractor.

#### **Work Standards**

All work performed by the contractor must be to a professional standard, complying with all requirements of the State and Local building codes and to the full satisfaction of 360 Management.

Provide professional and courteous services to employees and residents of 360 Management. 360 Management is a ZERO tolerance agency.

The contractor must be responsible for obtaining all permits from the City of New Haven as well as Traffic Control from the Police Department when needed.

Safety

All contractors and subcontractors performing services for 360 Management Group are required and must comply with all Occupational Safety and Health Administration (OSHA), State, Local and any other applicable rules and regulations. Also, all contractors and subcontractors will be held responsible for the safety of their employees and the unsafe acts or conditions that may cause injury to 360 Management's residents or the general public or property within or around the work site.

Before the work starts, the contractor will prepare the work site following all applicable safety precautions. The contractor will repair or replace to 360 MANAGEMENT satisfaction and at the contractor expenses, any damages to the residents, general public, equipment, structures and 360 Management's units resulting from negligence in performing work under this contract.



#### Workmanship and Inspection

All work under this resulting specification/contract will be performed in a professional manner. 360 Management's Excutive Director or designee may, in writing, requires the contractor to remove any employee from work that 360 Management desires. 360 Management will make inspections of the work performed under this agreement. Any inspection by 360 Management does not relieve the Contractor from any responsibility regarding defective parts, equipment or poor service. 360 Management's Executive Director or designee will make inspections of the work performed under this agreement.

In the event the work performance of the contractor is unsatisfactory; the contractor will be notified by 360 Management's representative. The contractor will be given three (3) calendar days to correct the work. There will be no cost to 360 Management for any re-work.

The contractor must keep a supply of parts on hand so that repairs are not delayed by ordering of parts unless the item is unique or obsolete. 360 Management has the option to purchase and supply parts to the contractor to install.

#### Protection of Property

Existing areas adjacent to the scope of work to be performed shall be protected against damage during demolition, inspection, repair and installation.

The contractor will make necessary repairs in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this agreement, the contractor shall replace or repair the same at no cost to 360 Management, 360 Management's residents or the general public. If damage is caused by the contractor and the damage must be repaired or replaced by 360 Management, the cost of such property or repairs will be deducted from monies due to the contractor.

#### **Employees of the Contractor**

No one except authorized employees of the contractor are allowed on 360



Management's premises or housing units.

The contractor's employees are not to be accompanied to their work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the contractor. At 360 Management's option, security screenings of all employees performing work may be required. The contractor must have a current employee register.

#### Insurance

The contractor shall maintain throughout the duration of the contract the following insurances. The contractor must submit a copy of their certificate of insurance for the following coverage:

- Manufacturer's and Contractor's Public Liability Insurance
- Workmen's Compensation for all employees associated with operations
- Property Damage Insurance

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the contractor. General Liability Insurance naming 360 Management Group Company as an additional insured must be presented before contract award and kept current for the entire contract term.

<u>Part 8 – Section 3</u>, Minority Owned Business (MBE) Woman Owned Business (WBE)

The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low-income residents in connection with projects and activities procured by ECC. WBE/MBE is designed to stimulate MBE/WBE participation in ECC procurement programs.

#### **Drug Free Workplace**

360 Management is a drug-free workplace. The use, possession, or transfer of illegal drugs, controlled substances (including medications with a valid prescription), simulated (look-alike) drugs, drug paraphernalia, or alcohol on 360 Management's premises is always strictly prohibited. The contractor will be required to comply with and enforce this policy, with respect to 360



Management's employees and residents as part of employment. Any contractor's employees found in violation of this policy must not be assigned to any 360 Management's development. The contractor must have a written policy pertaining to the use of possession of drugs, alcohol, and other contraband items in a form and contend acceptable to 360 Management. The contractor will ensure that copies of said policy are provided to all staff and is available to 360 Management.

The contractor must always maintain a comprehensive drug and alcohol testing program during the term of this contract. The procedures for such programs, including any related polices, will be provided by the contractor as a part of the bid submittal.

The contractor will be solely responsible for ensuring that employees assigned to a development have been informed of and understand this policy and must monitor compliance with said policy as provided above.

#### Contract Terms

This contract is for three (3) year(s) with two (1) year option to renew for a total of five (5) years with the consent of the President and the contractor.

360 Management Group reserves the right to enter a contract with the contractor between 360 Management Group or directly with one of the other entities.

360 Management Group reserves the right to award the contract to one or more contractors in the best interest of 360 Management Group.



#### Part V. Procurement Process

#### 1. Bid Evaluation/Contract Award

The low bid will be evaluated in accordance with the requirements of the IFB. The low bid will be evaluated to determine the responsiveness to the requirements of the IFB. If the bid does not conform to the solicitation, it must be rejected, and bid will be examined for responsiveness.

The contract will be awarded based on the best interest of 360 Management.

360 Management will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to 360 Management, cost or price and other factors, specified elsewhere in this solicitation, considered. 360 Management reserves the right to request additional information which may include an interview.

#### 360 Management may

- 1. Reject any or all offers if such actions are in 360 Management's interest,
- 2. Accept other than the lowest offer,
- 3. Waive informalities and minor irregularities in offers received, and Award more than one contract for all or part of the requirements stated



# **Invitation for Bids**

## 360M-24-IFB-955 Agency Wide Snow Removal

Company Name:	
Address:	
Telephone:	
Fax Number:	
Contact Person Name:	70
Email Address:	
Date Submitted:	

Karen DuBois-Walton, Ph.D.
President

	BID Sheet										
Unit of Measure			Price Per Storm	Per Requst -Per Hour	Per Request						
			2" to 4"	4.1" to 6"	6.1" to 9"	9.1" to 12"	12"-15"	Over 15"	Salt/Sand Application	Snow Relocation Upon Request	Additional application of de- icer to sidewalks/doorways /steps
SITE	Number of Units	Estimated Number of Storms									Jiles Vares
Eastview Terrace 1/2	127	8									
Mill River	203	8									
Twinbrook	106	8									
Waverly St	51	8		,							
Winslow - Celentano	64	8									
Chatham	32	8									
				7							
					8						
Total Contract			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -