



360M-24-IFQ-910
Invitation for Quotes

Poured in Place Rubber Mat- 47 Waverly Street

Issue Date: July 22, 2024

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Part I. Cover Page

A. Overview

360 Management Group, Co., a 501(c) 3 non-profit instrumentality of the Housing Authority of the City of New Haven, is to obtain quotes for a qualified licensed contractor to replace the existing rubber mulch at the playground located at 47 Waverly Street with Poured in Place Rubber containing the 360 Management Group logo.

B. Important Due Dates/ Locations/ Time

Schedule	
Event	Date
IFQ Issued	July 22, 2024, at 3:00 PM
Questions Due	July 26, 2024, at 12:00 PM
IFQ Submittal Deadline	August 2, 2024, at 3:00 PM

All questions concerning this IFQ must be submitted in writing no later than July 26, 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.



C. Preparation of Submission:

The bids must substantially conform to the IFQ checklist.

Sealed Quotes 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 IFQ.

The bid shall remain valid for the period specified in the IFQ, 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," must be completed and submitted as part of the bid.

The bid prices shall be included as provided for in the attached IFQ. Unless otherwise specified in the IFQ, 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 negotiate bid prices with the lowest bidder.

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-EZ (General Conditions of the Contract for 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" must be prepared and submitted with Bidder's proposal for the bid to be considered responsive to 360 Management's Invitation for Quote/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-EZ (General Conditions of the Contract Construction) and 360 Management's Supplemental Conditions to HUD Form HUD-5370 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
3rd 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.



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 Quote. 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.



<https://newhavenhousing.cobblestonesystems.com/gateway/DocumentLibrary.aspx>

INDEX OF SUBMITTAL DOCUMENTS				
DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	NOTARY/ CORPORATE SEAL REQUIRED AS APPLICABLE	FOR YOUR REVIEW
ALL PROJECTS				
Cover Sheet <i>(Attached)</i>	X			
Bid Sheet <i>(Attached)</i>	X	X		
Required Acknowledgements and Certifications:				
<i>HUD-5369- Instructions to Bidders</i>				X
<i>HUD-5369-A – Certification and Representation of Bidders</i>	X	X		
<i>Non-Collusive Affidavit</i>	X	X	X	
<i>HUD-50071- Certification of Payments to Influence Federal Transactions</i>	X	X		
<i>Reference and Past Performance Form</i>	X			
<i>Acknowledgement of Addenda Form</i>	X	X		
<i>Section 3 Contractor Guide 2021</i>				X
<i>Contractor Highlight Section 3</i>				X
<i>360 Mgmt Bid Conditions for Equal Opportunity in Employment</i>				X
<i>General Conditions for Small Construction- HUD 5370-EZ</i>				X
<i>360 Mgmt's Insurance Requirements</i>				X
<i>360 Mgmt Section 3 Clause</i>				X
<i>Federal Executive Order 11246</i>				X



Part IV. Specifications



PART 1. SCOPE OF SERVICES

The intent of this specification is to obtain quotes for a qualified licensed contractor to replace the existing rubber mulch at the playground located at 47 Waverly Street with Poured In Place rubber containing the 360 Management Group logo.

All work performed by the contractor shall be to a professional standard, complying with the requirements of all applicable State, Local Federal Laws and Regulations.

The following are representative services to be performed at the property that is owned and /or managed by 360 MANAGEMENT GROUP or any affiliate with the playground area. This is not an all-inclusive list; other types of services may be required.

- Proposal will include all labor, equipment, and material in his/her proposal to successfully complete all assigned tasks, including removing and disposing all existing rubber mulch material from the site and reseeding any disturbed lawn.
- Add fill 4" for approximately 1050 square feet and compaction
- PIP-Poured in place rubber surfacing system 2.5"; thick, CFH 6"; 50/50 mix; aromatic binder; 1050 sf.
- Dumpster

All repair work shall be performed at the site unless by the nature of the repair(s) it would be necessary to move the component to the Contractor's shop for repairs....

PART II. MINIMUM QUALIFICATIONS

The Contractor must demonstrate that they possess a minimum of FIVE (5) years of experience servicing equipment and providing services of similar size and complexity. The Contractor must be licensed by the State of Connecticut; proof of such must accompany the quote.



The Contractor must provide all materials and tools required to execute the work. The Contractor shall have sufficient resources available (labor, tools, parts, diagnostic equipment, etc.) necessary to repair the systems.

The successful Contractor shall provide all materials and equipment required to successfully complete this Scope of Work.

PART III. WORK PROCEDURES

For Scheduled Service:

The Authorized requestor from 360 MANAGEMENT GROUP provides written task order to contractor, along with copies of work orders included in the task work order. The Contractor provides written estimate of task order along with completion schedule. The Authorized requestor reviews task order estimate and signs off to authorize initiation of work. Upon completion of the work, the Contractor gets authorized requestor to sign off on the task work order and submits the invoice to the Finance Department, with itemization of labor and materials used, and copy of original task order authorization. The Authorized requestor reviews both documents and inspects work as completed prior to signing off to authorize payment against the contract.

Regular work Hours are between 8:00 A.M. to 5:00 P.M.

After hours and weekends are considered outside regular work hours.

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 GROUP 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 GROUP approval) or failure to meet specifications, authorizes the Authority to purchase supplies, equipment or repair services elsewhere and charge full increase of all cost associated to the defaulting Contractor.

PART IV. 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 GROUP.

The Contractor must meet all Federal, EPA and OSHA guidelines in the proper handling and disposal of special waste or contaminated materials.

Provide Professional and Courteous Services to employees and residents of 360 MANAGEMENT GROUP. 360 MANAGEMENT GROUP is a ZERO Tolerance Agency for unprofessional behavior towards residents or staff.

I. 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 HANH 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 GROUP satisfaction and at the contractor expenses, any damages to the residents, general public, equipment, structures and 360 MANAGEMENT GROUP units resulting from negligence in performing work under this contract.

The **EPA requires that all contractors must be registered for Lead RRP-Certification** in order to perform renovation, repair projects in homes, rental facilities, child-occupied facilities, and



schools built before 1978. For any contractor performing this work without the Lead RRP Certification, the EPA may seek penalties of up to **\$37,500** per violation, per day. 360 MANAGEMENT GROUP will not be responsible for this penalty. Contractor must provide HANH with Lead Certification.

II. WORKMANSHIP AND INSPECTION

All work under this resulting specification/contract will be performed in a professional manner. 360 Management Groups Deputy Executive Director or designee may, in writing, require the contractor to remove any employee from work that 360 MANAGEMENT GROUP desires. 360 MANAGEMENT GROUP will make inspections of the work performed under this agreement. Any inspection by 360 MANAGEMENT GROUP does not relieve the contractor from any responsibility regarding defective parts, equipment, or poor service. 360 Management Groups Deputy 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 Groups representative. The contractor will be given three (3) calendar days to correct the work. There will be no cost to 360 MANAGEMENT GROUP for any re-work.

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

III. CLEAN-UP

The contractor shall be responsible for removing all debris from the site and clean affected areas. The contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by 360 MANAGEMENT GROUP representative, shall remove such debris and materials/equipment from the property. The contractor shall leave all affected areas as they were prior to beginning work.

AT NO TIME IS THE CONTRACTOR TO USE ANY HANH DUMPSTER FOR REFUSE REMOVAL.



IV. 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 GROUP, 360 MANAGEMENT GROUP residents or the general public. If damage caused by the contractor must be repaired or replaced by 360 MANAGEMENT GROUP, the cost of such property or repairs will be deducted from monies due the contractor.

V. EMPLOYEES OF THE CONTRACTOR

No one except authorized employees of the contractor are allowed on 360 MANAGEMENT GROUP 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 Groups option, security screenings of all employees performing work may be required. The contractor must have a current employee register.

VI. INSURANCE

The contractor shall maintain throughout the duration of the Contract the following insurances. The Bidders 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 as an additional insured must be presented before Contract award and kept current for the entire Contract term.

VII. DRUG FREE WORKPLACE

360 MANAGEMENT GROUP 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 Groups premises is always strictly prohibited.

The Contractor will be required to comply with and enforce this policy, with respect to 360 Management Groups employees and Residents as part of employment. Any Contractor employees found in violation of this policy must not be assigned to any 360 MANAGEMENT GROUP 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 content acceptable to 360 MANAGEMENT GROUP. The Contractor will ensure that copies of said policy are provided to all staff and is available to 360 MANAGEMENT GROUP.

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 policies, 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.



Part V. Procurement Process

1. *Bid Evaluation/Contract Award*

The low bid will be evaluated in accordance with the requirements of the IFQ. The low bid will be evaluated to determine the responsiveness to the requirements of the IFQ. 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

PIP Rubber MAT BID Sheet

	Column A	Column B	= A x B
FLAT RATE	MATERIAL	AMOUNT	Total Including labor

Services:			
	Remove and dispose of existing rubber mulch	1	
	Add 4" fill for 1050 sq ft		1
	PIP rubber 2.5" thick; CFH 6'; 50-50 mix; aromatic binder 1050 sq ft	1050 sq ft.	
	Dumpster rental		

Total Cost:



Invitation for Quotes

360M-24-IFQ-910
Poured in Place Rubber Mat-47 Waverly Street

Company Name: _____

Address: _____

City, State & Zip Code: _____

Telephone: _____

Fax Number: _____

Contact Person Name: _____

Email Address: _____

Date Submitted: _____

Karen DuBois-Walton, Ph.D.
President