

**Alexandria Redevelopment & Housing Authority**

401 Wythe Street

Alexandria, Virginia 22314

[www.arha.us](http://www.arha.us)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INVITATION FOR BIDS (IFB)**

**IFB# b-081825**

**Waste Collection & Disposal Services**

**Issue Date:08/18/2025**

**Due Date 08, 29, 2025, no later than 2:00 P.M EST**

**Contact Information:**

Mohammad Muhsen Sultani

Procurement Manager

Tel: (703) 549-7115 Ext: 232

Fax: (703) 838-2825

Email: mmuhsen@arha.us



**[Table No. 1]**

|  |  |  |
| --- | --- | --- |
| Section | **Description**  | Page |
|  | **Introduction** | 3 |
|  | **IFB Information at a Glance** | **4** |
| **1.0** | **The Agency’s Reservation of Rights** | **5** |
| **2.0** | **Scope of Work/Technical Specifications** | **6** |
| **2.1** | **Specific Scope of Work** | **6** |
| **2.2** | **Container Sizes and Service Schedule** | **7** |
| **2.3** | **Scheduling Days & Time of Services** | **7** |
| **2.4** | **Change in Services** | **8** |
| **2.5** | **ARHA List of Applicable Property Description** | **8** |
| **3.0** | **Bid Format** | **9** |
| **3.1** | **Tabbed Bid Submittal** | **9** |
| **3.2**  | **Pricing** | **12** |
| **3.3** | **Additional Information Pertaining to the Pricing Items** | **12** |
| **3.4** | **Bid Submission** | **14** |
| **3.5** | **Bidder's Responsibilities — Contact with the Agency** | **15** |
| **3.6** | **Bidder's Responsibilities — Equal Employment Opportunity and Supplier Diversity** | **15** |
| **3.8** | **Recap of Attachments** | **18** |
| **4.0** | **Bid Evaluation** | **20** |
| **4.1** | **Public Opening** | **20** |
| **4.2** | **Responsive Evaluation** | **20** |
| **4.3** | **Responsible Evaluation** | **20** |
| **4.4** | **Restrictions** | **20** |
| **5.0** | **Contract Award** | **21** |
| **5.1** | **Contract Award Procedure** | **21** |
| **5.2** | **Contract Conditions** | **21** |
| **5.3** | **Contract Period** | **21** |
| **5.4** | **Licensing and Insurance Requirements** | **22** |
| **5.5** | **Contract Services Standards** | **23** |
| **5.6** | **Prompt Return of Contract Documents** | **23** |
|  | **Index of Tables** | **23** |
|  |

**INTRODUCTION**

The Alexandria Redevelopment & Housing Authority (hereinafter, “the Agency”) is a public entity that was formed in 1939 to provide federally subsidized housing and housing assistance to low-income families, within the City of Alexandria, Virginia. The ARHA is headed by a Chief Executive Officer (CEO) and is governed by a nine-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the AIHA's procurement policy dated March 1st, 2024.

Currently, the ARHA owns and/or manages the following programs:

* Public Housing – **644 units**
* Project Based (Moderate Rehabilitation) Vouchers **109 units**
* Project-Based Voucher (Sec. 18/RAD/JB5) **169 units**
* Market-Rate Housing **84 units**
* Low-Income Housing Tax Credits (LIHTC) **84 units**
* Section 8 Housing Choice Voucher Program **1,547 units**

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed, and insured entities to provide the above-noted services to the Agency. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

**IFB INFORMATION AT A GLANCE**

**[Table No. 2]**

|  |  |
| --- | --- |
| **AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Mohammad Muhsen Sultani.)** | **Mohammad Muhsen Sultani****Fax:** (703) 838-2825**Email:** mmuhsen@arha.us |
| **HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE** | Access ha.internationaleprocurement.com (no “www”). Click on the “Login” button in the upper left side.Follow the listed directions.If you have any problems accessing or registering on the system, please call customer support at 1/866-526-9266.  |
| **PRE-Bid Meeting and Site Visit**  | No pre-bid meeting is scheduled at this time. Site visits can be conducted by the interested firms for each site listed on Table#3 page #7 |
| **DEADLINE FOR RECEIPT OF QUESTIONS VIA NAHRO E-PROCUREMENT.** | August 22, 2025@ 2.00 PM |
| **DATE OF ADDENDUM FOR RESPONSE TO QUESTIONS** | August 25, 2025 |
| **HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL** | All responses to the IFB must be submitted through The Housing Agency Marketplace. (Please see section# 5 Instruction to Offerors for more details.Housing Agency Market Place eProcurement link: [**https://ha.internationaleprocurement.com**](https://ha.internationaleprocurement.com)Access ha.internationaleprocurement.com (no “www”). Click on the “Login” button in the upper left side.Find the IFB and upload your response.If you have any problems accessing or uploading your document on the system, please call customer support at: **1/866-526-9266.**  |
| **PROPOSAL SUBMITTAL DEADLINE** | **August 29, 2025, 2.00 PM EST** |
| **ANTICIPATED COMMENCEMENT OF WORK** | The goal is September 2025 |

**1.0 THE AGENCY’S RESERVATION OF RIGHTS.** The Agency reserves the right to:

**1.1** **Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.

**1.2 Right to Not Award.** Not to award a contract pursuant to this IFB.

**1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon a 10-day written notice to the successful bidder(s).

* 1. **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this IFB.

**1.5 Right to Retain Bids.** Retain all bids submitted and to not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).

**1.6 Right to Reject Any Bid.** Reject and not to 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. **No Obligation to Compensate.** Has no obligation to compensate any bidder for any costs incurred in responding to this IFB.
	2. **Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the eProcurement Marketplace (hereinafter also “the Marketplace”) and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such an issue.
	3. **Right to Reject – Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the IFB documents (and any other information pertaining to this IFB such as addenda). Accordingly, by submitting a response to this IFB the respondent thereby affirms that he/she obtained all information on the Marketplace. Any other group such as an association or a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the Marketplace to obtain the documents. The Agency may, and most likely will, reject without consideration any response submitted from a firm that has not obtained the documents from the Marketplace.

**2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is seeking bids from qualified and licensed entities to provide the Agency with the following detailed professional services:

**2.1 Specific Scope of Work.** The selected Wast Collection & Disposal services company shall provide all labor and equipment to perform the following Waste Collection & Disposal Services at the agency sites. The selected company shall be required to attend meetings with the Housing Manager and Executive Director, to discuss adjustments to the sites and schedules during transitional times, and to ensure that the services meet the following expectations and perform the following responsibilities:

* + 1. By signing the Bid for Lump Sum Contracts the Contractor has acknowledged that he/she has visited each site prior to bidding to verify and familiarize him/herself with all existing conditions, and the type and size of the containers. Failure to do so will not relieve the successful bidder from the terms and conditions of the Contract**.**
		2. Garbage containers shall be furnished by the Contractor and placed at the designated pick-up locations within the boundaries of each development site, within the first thirty (30) days from the commencement of the contract as stated on the Notice to Proceed.
		3. Unless specified otherwise in the Contract Documents, containers furnished by the Contractor shall be new, front load type container with PRT plastic lids, 10 gauge floor, 12 gauge sides, 10 gauge interlocking rails, 7 gauge capped skids, 1 inch threaded drain hole, finished with anti-corrosion paint, on casters, and shall meet all Federal Safety Specifications.
		4. Contractor shall be responsible for the maintenance and repair of the containers, and shall promptly repair or replace any damaged container that does not meet the requirements of the Contract Documents.
		5. Contractors shall exercise due care in placing the empty containers on the enclosed areas as to prevent any damage to the surrounding enclosure or other ARHA property, including but not limited to adjacent structures, parking lot concrete paving surface, concrete curbs, etc. Any damages will be the responsibility of the contractor to repair, at his own cost, time and expense, to the original condition.
		6. Should the containers be placed anywhere other than the designated holding area, the Contractor will be called out to immediately relocate the container to the proper location, at the Contractor’s expense.
		7. The contractor’s driver will be responsible for clearing any garbage from the area immediately surrounding the container each time the container is pulled/reset.
		8. Containers shall be treated, after each pick up, with a combination of both disinfectant and deodorizer (spray or solution), which is EPA (Environmental Protection Agency) approved and has been approved for use by the ARHA.
	1. **Container Sizes and Service Schedule**

Contractor shall provide the specified equipment pursuant to the Contract Documents and according to the quantities, sizes, and pickup frequency indicated below:

**[Table No. 3]**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Location** | **Container Size** | **Service** | **Number of Collections** | **Pick-Ups** | **Location** |
| **1** | **Ladrey Building:** | **Caster-Com** | - | - |  |   |
| **300 Wythe Street,** | **4 YD Front Load** | **Trash** | **3 X Week** | **Mon, Wed, & Fri** | **Inside the Building Loading Area** |
| **Alexandria, VA 22314** | **4 YD Front Load** | **Recycle** | **2 X Week** | **Mon, Fri** | **Inside the Building Loading Area** |
|  | **2 YD Front Load**  | **Compactor**  | **3 X Week** | **Mon, Wed, & Fri** | **Inside the Building Loading Area** |
| **2** | **Alexandria Crossing at Glebe Park:** | **4 YD Front Load** | **Trash** | **3 X Week** | **Mon, Wed, & Fri** |  **Outside the Building**  |
| **811 W. Glebe Blvd.,** |
| **Alexandria, VA 22314** |
| **3** | **Princess Square:** | **8 YD Front Load** | **Trash** | **4 X Week** | **Mon, Wed, Fri, Sat** |  **Outside the Building on both Sides** |
| **1526 Princess/N. West Street, Alexandria, VA 22314** |
| **4** | **S. Whiting Apartments:** | **8 YD Front Load** | **Trash** | **2 X Week** | **Mon, Fri** |  **Outside the Building** |
| **267 S. Whiting Street, Alexandria VA 22314** |
| **5** | **Pendleton Park** | **Castor-COM**  | **-** | **-** |  |   |
| **608 North Payne Street** | **8 YD Front Load** | **Trash** | **3 X Week** | **Mon, Wed, & Fri** |  **Outside the Building** |
| **Alexandria VA 22314** | **2 YD Front Load** | **Recycle**  | **1 X Week** | **Mon** |  **Outside the Building** |
| **6** | **Alexandria Crossing at Old Dominion- 8 Toters** | **98 G Comm** | **Trash** | **2 X Week** | **Mon, Fri** |  **Outside the Building** |
| **3902 & 3910 Old Dominion Blvd., Alexandria VA 22314** |
| **7** | **Hopkins Tancil, Alexandria VA 22314- 8 Toters** | **8 YD Front Load** | **Trash** | **3 X Week** | **Mon, Wed, & Fri** |  **Outside the Building** |
| **96 G Comm** | **Recycle**  | **1 X Week** | **Mon** |  **Outside the Building** |

* 1. **Scheduling Days & Time of Services**

Scheduling of service at each development shall be made between the hours of 8:00 AM and 4:00 PM, from Monday through Friday. Scheduling shall include three (3) & two (2) pickups per week, per container according to the schedule indicated in Section 2.2 of this document.

* 1. **Change in Services**

The number of pickups and/or containers at each project may be increased or decreased at any given time at the discretion of ARHA, with seven (7) days written notice to the Contractor. Contractors shall adjust the price accordingly by increasing or decreasing the cost of the service affected by the changes at the rates agreed upon the contract documents.

* 1. **ARHA List of Applicable Property Description**

2.5.1 **Ladrey Building- 300 Wythe Street**

One hundred seventy (170) units with efficiencies and 1-bedroom, a

 Seniors and Disabled residents occupied facility.

 2.5.2 **Princess Square Condominium -1400-1526 Princess Street & N. West St**.

 (A/k/a: Jefferson Village Homes). Sixty Nine (69) units 2 and 3 bedroom townhomes and attached condo building walk-up units. .

 2.5.3 **Alexandria Crossing at Glebe Park – 811 West Glebe Road**

Forty eight (48) units with 1, 2, 3 & 4 bedroom townhomes and

 3-story walk-up condo style family units.

 2.5.4 **S. Whiting Apartments – 267 S. Whiting Street**

Twenty four (24) units with 2-3 bedroom town home family units.

 2.5.5 **Alexandria Crossing at Old Dominion– 3902 & 3910 Old Dominion Blvd**.

Two-12 units, 3-story walk up buildings with 1-bed room units.

 2.5.6 **Pendleton Park – 608 N. Payne Street**

Twenty four (24) units, 3 story walk-up building, with 2-3 bedroom family and seniors living units.

1. **BID FORMAT.**

* 1. **Bidding Process.** All bidders shall submit the documentation/ information detailed within the following listed Step #1 of Table No. 4.
		1. **Tabbed Bid Submittal.** As may be further described herein, the Agency intends to retain a Contractor pursuant to a “Low Bid” basis, also taking into consideration responsiveness and responsibility. Therefore, so that the Agency can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

**[Table No. 4]**

|  |  |  |
| --- | --- | --- |
| **(1)** **IFB** **Section** | **(2) Tab No.** | **(3)****Description** |
| **3.1.1.1** | **Step #1:** Initial documentation/information to be submitted by each bidder, where provided for on the eProcurement Marketplace prior to the posted bid submittal deadline. |
| **3.1.1.1.1** | **1** | **Form of Bid.** This Form is attached hereto as **Attachment A** to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal. |
| **3.1.1.1.2** | **2** | **form HUD-5369-C (8/93), *Certifications and Representations of Offerors, Non-Construction Contract*.** This Form is attached hereto as **Attachment B** to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. |
| **3.1.1.1.3** | **Note:** | **As directed within the following section 3.2, herein, the proposed fees shall be submitted by the proposer and received by the Agency, where provided on the eProcurement Marketplace with the total monthly cost for each property and complete return the below Table No. 5 with your bid documents.** |
|  |

|  |  |
| --- | --- |
| **3.1.1.2** | **Step #2:** Documentation/information to be submitted, within 5 days, only by the apparent low bidder when directed to do so by the Agency. |
| **3.1.1.2.1** | **1** | **Licensing.** Submit under this Tab the license(s) detailed within the following Section 5.4.4 herein.  |
| **3.1.1.2.2** | **2** | **Proposed Services.** As more fully detailed within Section 2.0, *Scope of Bid/Technical Specifications*, of this document and the information within any of the Attachments as pertinent, each attached hereto, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing: |
| **3.1.1.2.2.1** |  | How the bidder, if awarded, intends to provide the services in a timely and efficient manner. |
| **3.1.1.2.2.2** |  | A brief description of the proposed safety and quality assurance program. |
| **3.1.1.2.3** | **3** | **Profile of Firm Form.** The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the bid submittal. |
| **3.1.1.2.4** | **4** | **Managerial Capacity/Financial Viability.** The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, *Profile of Firm Form*. Such information shall include the bid’s qualifications to provide the services, including a description of the background and current organization of the firm. |
| **3.1.1.2.5** | **5** | **Client Information.** The bidder shall submit a listing of former or current clients, including multi-family housing (i.e., apartment complexes of a similar nature), for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: |
| **3.1.1.2.5.1** |  | The client’s name; |
| **3.1.1.2.5.2** | The client’s contact name; |
| **3.1.1.2.5.3** | The client’s telephone number and e-mail address; |
| **3.1.1.2.5.4** | A brief narrative description and scope of the service(s) and the dates the services were/are provided. |
| **3.1.1.2.6** | **6** | **Equal Employment Opportunity/Supplier Diversity.** The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.7 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses). |
| **3.1.1.2.7** | **7** | **Subcontractor/Joint Venture Information (Optional Item).** The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Such information pertaining to subcontractors shall include for each such firm the: firm name; name of contact person; telephone and email address; and the State of Ohio contractor license number.  |
| **3.1.1.2.8** | **8** | **Other Information (Optional Item).** The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation. |
| **3.1.1.2.9** | **Insurance Certificates.** The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 5.4.1 through 5.4.4 herein. NOTE: The apparent successful bidder will NOT deliver these certificates to the Agency as the insurance broker or carrier will do so. |
| **3.1.1.2.10** | **Optional Tabs.** If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” DO NOT eliminate any of the tabs. |
|  |

* 1. **Pricing**.
		1. ***The proposed fees shall be submitted by the proposer and received by the Agency, where provided on the eProcurement Marketplace with the total monthly cost for each property and complete return the below Table No. 5 with your bid documents.***
		2. **Pricing Items.** Unless otherwise stated herein, the proposed fees are 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; taxes; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Agency; etc

 **[Table No. 5]**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Location** | **Container Size** | **Service** | **Number of Collections** | **Monthly Cost** | **Annual Cost** |
| Ladrey Building:300 Wythe Street, Alexandria, VA 22314 | Caster-Com | - | - |   |   |
| 4 YD Front Load | Trash | 3 Times Per Week |   |   |
| 4 YD Front Load | Recycle | 2 Times Per Week |   |   |
| 2 YD Front Load  | Compactor  | 3 Times Per Week |   |   |
| Alexandria Crossing at Glebe Park:811 W. Glebe Blvd.,Alexandria, VA 22314 | 4 YD Front Load | Trash | 3 Times Per Week |   |   |
| Princess Square:1526 Princess/N. West Street, Alexandria, VA 22314 | 8 YD Front Load | Trash | 4 Times Per Week |   |   |
| S. Whiting Apartments:267 S. Whiting Street, Alexandria VA 22314 | 8 YD Front Load | Trash | 2 Times Per Week |   |   |
| Pendleton Park608 North Payne StreetAlexandria VA 22314 | Castor-COM  | - | - |   |   |
| 8 YD Front Load | Trash | 3 Times Per Week |   |   |
| 2 YD Front Load | Recycle  | 1 Time Per Week |   |   |
| Alexandria Crossing at Old Dominion**- 8 Toters**3902 & 3910 Old Dominion Blvd., Alexandria VA 22314 | 98 G Comm | Trash | 2 Times Per Week |   |   |
| Hopkins Tencil, Alexandria VA 22314**- 8 Toters** | 8 YD Front Load | Trash | 3 Times Per Week |   |   |
| 96 G Comm | Recycle  | 1 Time Per Week |   |   |
| **Total:**  |   |   |

* 1. **Additional Information Pertaining to the Pricing Items.**
		1. **Entry of Fees.** Bidders must enter a realistic and reasonable proposed cost for all Pricing Items. Whereas no additional proposed costs can or will be received after the bid submittal deadline, any bidder that does not, in the opinion of the Agency, comply with this requirement, may be rejected without further consideration.
			1. **Warning! Realistic Proposed Cost for the Pricing Items.** Each bidder is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic cost for the Pricing Item listed within each of the preceding Table No. 5 herein. For instance, if the successful bidder enters $1.00 per month for the “Monthly” Pricing Item No. 1, then the $1.00 per month is what the successful bidder will charge the Agency for any amount of work that the Agency may retain the successful bidder to provide if the Agency deems such retention is in the Agency’s best interests to do so. Further, if, despite this warning, the successful bidder proposes a very low fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful bidder to, at contract execution.
			2. **No Post-submittal Deadline Corrections Allowed.** The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, bidders are strongly cautioned to submit a realistic price for the Pricing Items identified within the preceding Table No. 5 herein.
			3. **Review of the Entry of Proposed Fees.** The Agency strongly recommends that each bidder, after the entry of the proposed fees within the Marketplace, print the receipt provided and review the entry to ensure that the bidder has entered the proposed fees correctly (the Marketplace will allow the bidder to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The bidder will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such an entry to assign the points pertaining to Evaluation Factor No. 1 detailed within the following Table No. 6 herein.
			4. **Determination of the Lowest Calculated Cost.** After a bidder has entered where provided within the Marketplace his/her proposed unit costs for the Pricing Item, the Marketplace will automatically multiply the proposed unit costs by the listed quantities. The total sum of all the line items shall be the Total Calculated Cost that the Agency will utilize to determine the points assigned for cost as identified for Pricing Item No. 1 within the following Table No. 6 herein.
			5. **No Deposits/No Retainer.** The Agency will NOT pay any deposits or retainer fees as a result of an award of the ensuing contract (such is not allowed per relevant HUD regulation). This means that the Agency will pay the successful bidder(s) for actual services provided only. For services billed at the Monthly rate (as detailed within the preceding explanations pertaining to Pricing Item No. 5), the Contractor will be required to submit a full back-up detail of all monthly services.

**3.3.3 Potential Escalation of Rates.** Escalation of proposed rates **shall be permitted** during the performance of these services, **subject to applicable rules and limitations**, including adjustments based on the Consumer Price Index (CPI) or other approved inflation measures. **Rate** must be documented in writing, with justification provided in accordance with the terms of this contract. All escalations are subject to review and approval by the Contracting Officer.

**3.3.4 Prior Agency Approval Required.** Please note that the Contractor shall NOT conduct any additional work without the prior written authorization of the Agency representative (via delivery of a Task Order, which may take the form of an email). Failure to abide by this directive shall release the Agency of any obligation to pay the Contractor for any work conducted without the noted prior written authorization.

* + - 1. The Agency shall NOT be responsible to pay the successful bidder for any work that the successful bidder CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work “after hours” is due to the Contractor’s lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a “non-normal” action by the Agency or an “Act of God” causes the Contractor to work “after hours” to solve the problem.

**3.4 Bid Submission.** All bids both the proposed pricing and the required forms, must be submitted, where provided for within the eProcurement Marketplace.

**3.4.1 Late Bids.** Bids received after the published deadline will not be accepted or considered.

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

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

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

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

**3.6 Bidder's Responsibilities — Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

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

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

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

**3.6.1.3 (2)** Affirmative steps must include:

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

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

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

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

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

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

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

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

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

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

**3.6.3.1 Assistance to Small and Other Business, Required Efforts:**

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

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

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

**3.6.3.1.4** Establishing delivery schedules, where the requirement permits, which encourage participation by such firms; and,

**3.6.3.1.5** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and,

**3.6.3.1.6** Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

**3.6.4 Requirements.** Accordingly, please see Section 3.1.1.2.6 within the preceding Table No. 4 herein which details the information pertaining to this issue that the bidder must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

**3.7 Recap of Attachments.** It is the responsibility of each bidder to verify that he/she Agency downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

**[Table No. 6]**

|  |  |  |  |
| --- | --- | --- | --- |
| **(1)****RFP Section** | **(2)****Document No.** | **(3)****Attachment** | **(4)****Description** |
| **3.1.1.1** | **1.0** |  | This IFB Document |
| **3.1.1.1.2** | **2.0** | **A** | Form of Proposal |
| **3.1.1.1.3** | **3.0** | **B** | Form HUD-5369-C (8/93), *Certifications and Representations of Offerors, Non-Construction Contract* |
| **3.1.1.1.4** | **4.0** | **C** | Profile of Firm Form |
| **3.1.1.1.5** | **5.0** | **D** | Section 3 Explanation |
| **3.1.1.1.6** | **6.0** | **E** | Form HUD-5369-B (8/93), *Instructions to Offerors, Non-Construction* |
| **3.1.1.1.7** | **7.0** | **F** | *Supplemental Instructions To Proposers & Contractors (SIPC)* |
| **3.1.1.1.8** | **8.0** | **G** | Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so) |
|  |

**4.0 BID EVALUATION.**

* 1. **Public Opening.** At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount bid. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending the Public Bid Opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the Agency reserves the right to, as determined by the Agency, “waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.

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

* 1. **Responsive Evaluation.** After the public opening the “online ” bid submittals received will be evaluated in private for responsiveness (i.e., meets the minimum of the requirements). Firms not meeting the minimum standard that is deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such a determination is made).
	2. **Responsible Evaluation.** The Agency will evaluate each bid submitted as to responsibility (i.e., a firm that is qualified, responsible, and able to provide the required services to the Agency). If the Agency claims that such a firm has the required ability, capability, experience, knowledge, licensing, insurance, and resources to provide the required services, the Agency may proceed with an award as detailed herein. If the Agency determines that such a firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

**4.3.1** Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

**4.4 Restrictions.** Any and all persons having an 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.

1. **CONTRACT AWARD.**

**5.1** **Contract Award Procedure.** If a contract is awarded pursuant to this IFB, the following detailed procedure will be followed:

**5.1.1 An Agreement to Abide.** By completing, executing and submitting the Form of Bid, Attachment A, the “bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, either in hard copy or on the eProcurement Marketplace, including the contract clauses already attached as Attachments G. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

* 1. **Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this IFB:
		1. **Contract Form.** The Agency will not execute a contract on the successful bidder's form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G), and by submitting a bid the successful bidder agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the IFB process (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the successful bidder the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective bidder to notify the Agency, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

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

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

* + 1. **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 Agency, 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.
	1. **Contract Period.** The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency’s discretion, of 4 additional one-year option periods, for a total maximum contract period of 5 years.
	2. **Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the *successful bidder* will be required to provide:
		1. **Workers Compensation Insurance.** An original certificate evidencing the bidder’s current industrial (worker’s compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
		2. **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $1,000,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of $50,000);
		3. **Professional Liability Insurance.** An original certificate showing the bidder's professional liability and/or "errors and omissions" coverage (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $1,000,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of $50,000);
		4. **Automobile Insurance.** 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 $100,000/$300,000 and medical pay of $5,000.
		5. **City/County/State Business License.** If applicable, a copy of the bidder’s business license allowing that entity to provide such services within the City of Alexandria, and/or the State of Virginia.
		6. **Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.4) insurance certificates and licenses, each bidder is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the bid submittal—we will garner the necessary documents from the successful bidder prior to contract execution).
	3. **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.

* 1. **Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 10 workdays of notification by the Agency.