Invitation for Bids (IFB) No. 2025-05 Refuse Collection Services

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INTRODUCTION

The CENTRAL FALLS HOUSING AUTHORITY (hereinafter, "HA") is a public entity that was formed in 1965 to provide federally subsidized housing and housing assistance to low-income families, within the City of Central Falls, Rhode Island. The HA is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the HA's procurement policy.

Currently, the HA owns and/or manages: (a) 327 Public Housing Units for low income elderly/disabled families; (b) administrates a total of 593 Section 8 Housing Choice Vouchers (for a total of 880 units). The HA currently has approximately 22 employees.

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

IFB INFORMATION AT A GLANCE - Table 2

| HA Contact Person | BRIDGETT M. DUQUETTE |
|-------------------------------------|--|
| | Telephone 401-226-0764 |
| | TDD 800-545-1833 EXT 404 |
| How to Obtain the IFB Documents | 1. www.cfhousing.org |
| | 2. Via email request to: giannad@cfhousing.org |
| Prebid Conference | N/A |
| How to Fully Respond to this IFB by | 1. As directed within Section 3.2.1 of the IFB |
| Submitting a Bid | document, submit certain required financial |
| | information |
| | 2. As instructed within Section 3.0 of the IFB |
| | document, submit 2 copies of your "hard copy" |
| | bid to the CFHA 30 Washington Street Central |
| | Falls RI office. |
| Bid Submittal Return & Deadline | Monday, June 9, 2025 10:00 AM * |
| | Central Falls Housing Authority |
| | 30 Washington Street Central Falls, RI 02863 |
| | *("Hard copy" bid must be received in-hand |
| | and time-stamped by the CFHA by no later than |
| | 10:00 a.m. on this date). |
| Anticipated Approval by HA Board of | Monday, June 16, 2025 |
| Commissioners | |

1.0 HA'S RESERVATION OF RIGHTS:

- 1.1 The HA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the HA to be in its best interests.
- 1.2 The HA reserves the right not to award a contract pursuant to this IFB.
- 1.3 The HA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- 1.4 The HA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 The HA reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the HA Contracting Officer (CO).
- 1.6 The HA reserves the right to negotiate the fees proposed by the bidder entity.
- 1.7 The HA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.8 The HA shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 The HA shall reserve the right 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.
- 2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): The HA is seeking bids from qualified, licensed and bonded entities to provide the following detailed services:
 - 2.1 General Requirements: As may be further detailed herein, the successful bidder will be required to perform all operations for the appropriate collection, transportation and disposal of refuse for the HA.
 - 2.1.1 Proposed Costs All-inclusive: of all costs associated with the services, including fuel surcharges, landfill fees and routine maintenance of refuse containers.
 - 2.1.2 Basic Performance Standards: The successful bidder shall, at all times when on HA property, conduct the services and operate his/her

vehicles, in a legal manner that protects HA property, residents and resident property, and the public-at-large. Any accident that may occur as the result of the actions of the successful bidder, whether or not the fault of the successful bidder, shall be the full and complete responsibility of the successful bidder and not the HA.

- 2.1.2.1 Frequency of Service: The refuse will be pick-up two times per week on a day directed by the HA.
- 2.1.2.2 Appropriate/Legal Disposal of all Refuse: It is the responsibility of the successful bidder to dispose of all refuse collected in a legal manner, compliant with all applicable local, State and Federal codes, statutes, laws and regulations.
- 2.1.2 Routine Maintenance of Trash Containers: Though the refuse containers are not the successful bidder's property, but are the HA's property, the successful bidder shall maintain the refuse containers in good repair at all times for the full term of any ensuing contract. The successful bidder agrees that all containers provided shall be kept reasonably clean at all times and that severely damaged or unsightly containers shall be replaced by the successful bidder with either new or refurbished containers within 30 days after the HA's written notification thereof. The containers must be kept free of graffiti at all times. Severely damaged or unsightly containers including, but are not limited to missing wheels, inability to lock lids, missing lids, sharp edges, burned containers or missing ten percent or more of painted surfaces from the outside, graffiti, etc., must be repaired by the successful bidder within 10 days of written notification received from the HA.
- 2.2 Required State Contractor's License: As required by State of Rhode Island law, the contractor shall be in possession of a current Rhode Island contractor's license.
- 2.3 Current Contractor: The HA's current contractor for these services is MTG Disposal, of East Providence, Rhode Island who was retained in June 2017.
- 2.4 Strikes or Lockouts: In the event the contractor should become involved in a labor dispute, strike or lockout, he shall be required to make whatever arrangements should be necessary to ensure that the conditions of this Contract are met in their entirety. Should the Contractor be unable to fulfill the Contract requirements, the Owner reserves the right to make alternative arrangements to

ensure satisfactory performance during such time that the Contractor is unable to perform the required duties. Any costs incurred by the Owner as a result of such job action shall be the responsibility of the Contractor.

3.0 BID FORMAT:

3.1 Tabbed Bid Submittal: So that the HA can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers or tabs (which number extends so that each tab can be located without opening the bid) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HA has published herein or has issued by addendum.

Tabbed Bid Submittal - Table 3

| IFB Section | Tab No. | Description |
|----------------|---------|--|
| 3.1.1 | 1 | Form of Bid: This Form is attached hereto as Attachment A to this IFB document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. |
| 3.1.2 | 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. |
| 3.1.3 | 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. |
| 3.1.4 | 4 | Proposed Services: As more fully detailed within Section 2.0, Scope of Bid/Technical Specifications, of this document, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing: (it is anticipated that the documentation submitted to show following shall be no more than 1 or perhaps 2 pages, not including the requested reports): |
| 3.1.4.1 | | The bidder's Demonstrated Understanding of the HA's Requirements. |
| 3.1.4.2 | | The bidder's Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the bidder's proposed Work Plan to provide the required services. |

| 3.1.4.3 | | The bidder's Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.) |
|---------|---|--|
| 3.1.4.4 | | The bidder's Demonstrated Experience in performing similar work and the bidder's Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation. |
| 3.1.4.5 | | If appropriate, how staff are retained, screened, trained and monitored; |
| 3.1.4.6 | | The proposed quality control program; |
| 3.1.4.7 | | An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; Internet; etc.); |
| 3.1.4.8 | | A complete description of the products and services the firms provides. |
| 3.1.5 | 5 | 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 bidder's qualifications to provide the services; a brief description of the background and current organization of the firm. |
| 3.1.6 | 6 | Client Information: The bidder shall submit a listing of former or current clients, including Public Housing Agencies, for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: |
| 3.1.6.1 | | The client's name; |
| 3.1.6.2 | | The client's contact name; |
| 3.1.6.3 | | The client's telephone number; |
| 3.1.6.4 | | A brief description and scope of the service(s) and the dates the services were provided; |
| 3.1.7 | 7 | Equal Employment Opportunity: The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy. |
| 3.1.8 | 8 | 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. Please remember that all information required from the bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. |

| 3.1.9 | 9 | Section 3 Business Preference Documentation (Optional Item): For any bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form. |
|--------|----|--|
| 3.1.10 | 10 | Other Information (Optional Item): The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the HA in its evaluation. |

- 3.1.11 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.
- 3.1.12 Bid Submittal Binding Method: It is preferable and recommended that the bidder bind the bid submittals in such a manner that the HA can, if needed, remove the binding (i.e. "combtype;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the bid submittal to its original condition.
- 3.2 Entry of Proposed Fees: Each bidder must enter where provided within the noted hard copy the proposed unit fees for each of the following items. Such fees shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. You must enter a proposed fee for the majority of Pricing Items (a "No Bid" is not allowed for any item, though a "No Charge" IS allowed for several of the Pricing Items).

Entry of Proposed Fees - Table 4

| IFB | Item No. | Location | Qty | U/M | Description | Pick-up |
|-----------|--------------------|---------------|-------------|---------------|-------------|---------|
| Section | | | | | | Days |
| 3.2.1 | Lot #1, Refuse Pic | | | efuse Pick-up | Services | |
| 3.2.1.1 | | AMP: Forai | nd Manor | | | |
| 3.2.1.1.1 | 1 | 30 | 1 | Each | 2 YD | Tu/Fr |
| | | Washington | | | Dumpster | |
| 3.2.1.1.2 | 2 | Street | 1 | Each | 6 YD | Tu/Fr |
| | | Central | | | Dumpster | |
| | | Falls, RI | | | | |
| | | 02863 | | | | |
| | | | | | | |
| 3.2.1.2 | | AMP: Forand N | Manor Annex | <u></u> | | |
| 3.2.1.2.1 | 3 | 30 | 1 | Each | 2 YD | Tu/Fr |
| | | Washington | | | Dumpster | |
| | | Street | | | | |
| | | Central | | | | |
| | | Falls, RI | | | | |
| | | 02863 | | | | |
| | | | | | | |
| 3.2.1.3 | | AMP: Wilfr | id Manor | . | | |
| 3.2.1.3.1 | 9 | 466 Hunt | 2 | Each | 2 YD | Tu/Fr |
| | | Street | | | Dumpster | |
| | | Central | | | | |
| | | Falls RI | | | | |
| | | 02863 | | | | |
| | | | | | | |

3.3 Quantities: All quantities entered within the preceding Table No. 4 and within the corresponding Pricing Items on the noted submission are for calculating purposes only. The HA has set these quantities based on its best estimates, but such amounts are not to be interpreted as a guaranteed amount. In any case, the HA reserves the right to, at its own discretion, order any amount of total services it needs.

3.4 Price Escalation:

3.4.1 Labor Rates at the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of Labor Costs allowed, at the discretion of the CO, at the end of the first one-year contract period (and at the end of any

ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar (a) State of Rhode Island Prevailing Wage Rates, (b) Davis-Bacon Wage Rates, or (c) HUD Maintenance Wage Rate Determination (MWRD) for the HA (either used at the HA's discretion). For example, if, at the end of the first contract period the listed Prevailing/Davis-Bacon/MWRD wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will be entitled to a 5% increase in the labor rates that he/she submitted in response to this IFB. Similarly, for ensuing years, the end date of the previous contract period shall be the base-line date to determine the previous listed wage rate.

- 3.4.2 Product Costs allowed in the same amount of the nation-wide escalation that the manufacturer implemented for the specific product(s) that the HA procures from the successful bidder. Such notification shall include detailed justification information, including official notices and/or correspondences from the applicable manufacturer(s) detailing the escalation and shall also show documentation proving that such escalation has occurred similarly from at least one other competitor within the past 6 months. To support this proposed increase the successful bidder shall also obtain written documentation showing proof that a similar increase was, at some point within 6 months of this requested increase, also issued by a competitor.
- 3.4.3 Notification Must Be Received From Contractor: The contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.
- 3.5 Bid Submission: All bids must be submitted and time-stamped received in the designated HA office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 2 original signature copy (marked "ORIGINAL") of the bid submittal shall be placed unfolded in a sealed package and addressed to:

Central Falls Housing Authority
Attention: Bridgett M. Duquette
Executive Director
30 Washington Street Central Falls, RI 02863

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

- 3.5.1 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HA by the bidder, such may invalidate that bid. If, after accepting such a bid, the HA decides that any such entry has not changed the intent of the bid that the HA intended to receive, the HA may accept the bid and the bid shall be considered by the HA as if those additional marks, notations or requirements were not entered on such. By receiving these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the HA delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.
- 3.5.2 Submission Responsibilities: It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HA, including the IFB document, 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 HA requirements contained within the documents may cause that bidder to not be considered for award.
- 3.6 Bidder's Responsibilities—Contact with the HA: It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Bidders must not make inquiry or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the HA to not consider a bid submittal received from any bidder who may has not abided by this directive.

- 3.6.1 Addendums: All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective bidders (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 HA 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 has 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.
- 3.7 Pre-bid Conference: The scheduled pre-bid conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders to have a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the HA will conduct a brief overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response being delivered. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, the HA will not distribute at this conference any copies of the IFB documents.
 - 3.7.1 General Directions to the Pre-bid Conference
 - 3.7.1.2Directions can be found by utilizing the following information:

Central Falls Housing Authority
30 Washington Street Central Falls, RI 02863

3.8 Recap of Attachments: It is the responsibility of each bidder to verify that he/she has received the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

Recap of Attachments - Table 5

| IFB Section | Attachment | Attachment Description | | | | |
|----------------|------------|---|--|--|--|--|
| 3.8.1 | А | Form of Bid | | | | |
| 3.8.2 | В | Form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract | | | | |
| 3.8.3 | С | Profile of Firm Form | | | | |
| 3.8.4 | D | Section 3 Forms, including explanation | | | | |
| 3.8.5 | Е | Form HUD-5369-B <mark>(8/93),</mark> Instructions to Offerors, Non- Construction | | | | |
| 3.8.6 | F | HA Instructions To Bidders & Contractors | | | | |
| 3.8.7 | G | HA Sample Contract Form (please note that this contract is being given as a sample onlythe HA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HA feels it is in its best interests to do so) | | | | |
| 3.8.7.1 | G-1 | Form HUD-5370-C <mark>(10/2006),</mark> General Conditions for Non- Construction Contracts Section I (With or without Maintenance Work) | | | | |
| 3.8.7.2 | G-2 | Form HUD-5370-C (10/2006), General Conditions for Non-Construction Contracts Section II (With Maintenance Work) | | | | |
| 3.8.8 | Н | HA Profile of Developments | | | | |

4.0 BID EVALUATION:

4.1 Public Opening: At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the HA will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the HA will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember,

as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the HA reserves the right to, as determined by the HA, "waive informalities and minor irregularities" in the offers received. Bids will be available for inspection by the public after the award has been completed.

- 4.1.1 Ties: In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- 4.2 Responsive Evaluation: After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the HA in a timely manner (in any case, in no less than 5 days after such determination is made).
- 4.3 Responsible Evaluation: The HA will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to the HA the required services). If the HA ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the HA may proceed with award. If the HA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the HA in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the HA may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.
 - 4.3.1 Depending on the amount of the award (typically for awards greater than \$100,000), it is possible that the HA may take such contract award to the HA 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 ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5.0 CONTRACT AWARD:

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

- 5.2 Contract Award Procedure: If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:
 - 5.2.1 By completing, executing and submitting the Form of Bid, Attachment A, the bidder is thereby agreeing to "abide by all terms and conditions pertaining to this IFB as issued by the HA, by hard copy including an agreement to execute the attached Sample Contract form." The contract clauses already attached as Attachments G, G-1, and G-2 also apply. Accordingly, the HA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the HA has no power or authority to negotiate any clauses contained within any attached HUD documents.
- 5.3 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this IFB:
 - 5.3.1 Contract Form: The HA will not execute a contract on the successful bidder's form--contracts will only be executed on the HA form (please see the Sample Contract and Attachments G, G-1, and G-2), and by submitting a bid the successful bidder agrees to do so (please note that the HA reserves the right to amend this form as the HA deems necessary). However, the HA will during the IFB process (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the HA to do so; but the failure of the HA to include such clauses does not give the successful bidder the right to refuse to execute the HA's contract form. It is the responsibility of each prospective bidder to notify the HA, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HA will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the HA's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.
 - 5.2.1.1 Please note that the HA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.
 - 5.3.2 Assignment of Personnel: The HA shall retain the right to demand and receive a change in personnel assigned to the work if the HA believes that such change is in the best interest of the HA and the completion of the contracted work.

- 5.3.3 Unauthorized Sub-Contracting Prohibited: The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the HA, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the CO.
- 5.4 Contract Period: The HA anticipates that it will initially award a contract for the period of 3 years with the option, at the HA's discretion, of 2 additional one-year option periods, for a maximum total of 5 years.
- 5.5 Licensing and Insurance Requirements: Prior to award (but not as a part of the bid submission) the successful bidder will be required to provide:
 - 5.5.1 An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount;
 - 5.5.2 An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
 - 5.5.3 An original certificate showing the bidder's 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 deductible of not greater than \$1,000;
 - 5.5.4 An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
 - 5.5.5 A copy of the bidder's business license allowing that entity to provide such services within the State of Rhode Island;

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- 5.5.6 If applicable, a copy of the bidder's license issued by the State of Rhode Island licensing authority allowing the bidder to provide the services detailed herein.
- 5.5.7 The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE BID SUBMITTAL--we will garner the necessary certificates from the successful bidder prior to contract execution).
- 5.6 Contract Service Standards: All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

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