



SYRACUSE HOUSING AUTHORITY

*Building Neighborhoods. Growing Dreams.*

# **REQUEST FOR QUALIFICATIONS (RFQ)**

## **No. Q25001**

**Pool of Construction/Maintenance Contractors**

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

## Table of Contents

[Table No. 1]

Section	Description	Page
	Introduction	3
	RFQ Information at a Glance	3
1.0	The Agency's Reservation of Rights	4
2.0	Scope of Work/Technical Specifications	5
2.1	General Requirements	5
2.2	Quoting Requirements	7
2.3	Contractor Responsibilities (in alpha order)	7
2.4	Previous/Current Contractor(s)	12
3.0	Proposal Format	13
3.1	Tabbed Proposal Submittal	13
3.2	No Fees Proposal in response to this RFQ	15
3.3	Additional Information pertaining to the Ensuing Quotes referenced within the preceding Section 2.2 herein	16
3.4	Bonds	18
3.5	Proposal Submission	20
3.6	Proposer's Responsibilities – Contact with the Agency	21
3.7	Proposer's Responsibilities – Equal Employment Opportunity and Supplier Diversity	22
3.8	Pre-proposal Conference	24
3.9	Recap of Attachments	25
4.0	Proposal Evaluation	28
4.1	Evaluation Factors	28
4.2	Evaluation Method	29
5.0	Contract Award	31
5.1	Contract Award Procedure	31
5.2	Contract Conditions	31
5.3	Contract Period	32
5.4	Licensing and Insurance Requirements	32
5.5	Right to Negotiate Fees	33
5.6	Contract Services Standards	33
5.7	Prompt Return of Contract Documents	33
	Index of Tables	33

### INTRODUCTION

The Syracuse Housing Authority (hereinafter, "the Agency") is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families, within Onondaga County, New York. The Agency is headed by an Executive Director (ED) and is governed by a Board of Commissioners

# REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001

## Pool of Construction/Maintenance Contractors

and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy.

Syracuse Housing Authority owns and manages 15 separate public or affordable housing developments, encompassing 2,675 rental units throughout the city of Syracuse, NY. We also administer the Federal Housing Choice Voucher program (sometimes called Section 8) which provides subsidies to an additional 3,700 families living in private market rentals. Our workforce of about 200 employees consists of approximately 50% office staff members and 50% maintenance staff members.

Syracuse Housing Authority 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.

### RFQ INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer shall, pertaining to this RFQ, be a reference to Mr. Soboleski)	Ryan Soboleski - Purchasing Administrator Telephone: (315)726-0893 E-Mail: rsoboleski@syrhousing.org
HOW TO OBTAIN THE RFQ DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	1. Access <a href="http://ha.internationaleprocurement.com">ha.internationaleprocurement.com</a> (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the Marketplace, please call customer support at (866)526-9266.
PRE-PROPOSAL CONFERENCE	Friday, May 9, 2025, 12:00 PM ET 516 Burt Street, Syracuse NY 13202
DEADLINE TO SUBMIT QUESTIONS	Friday, May 23, 2025, 12:00 PM ET
HOW TO FULLY RESPOND TO THIS RFQ BY SUBMITTING A PROPOSAL SUBMITTAL	As instructed within Section 3.0 of the RFQ document, submit 3 copies of your “hard copy” proposal to the Agency Administrative Office.
PROPOSAL SUBMITAL RETURN & DEADLINE	Friday June 2, 2025, 10:00 AM ET 516 Burt Street, Syracuse NY 13202 *(The proposed costs must be entered within the “hard copy” proposal must be received in-hand and time-stamped by the Agency by no later than 10:00 AM ET on this date).

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

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

- 1.1 Right to Reject, Waive, or Terminate the RFQ.** Reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ 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 RFQ.
- 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon a 10-day written notice to the successful proposer(s).
- 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFQ.
- 1.5 Right to Retain Proposals.** Retain all proposals submitted and to not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
- 1.6 Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.7 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFQ.
- 1.8 Right to Prohibit.** At any time during the RFQ or contract process to prohibit any further participation by a proposer or reject any proposal 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 proposer 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 proposer, of any responsibility pertaining to such an issue.
- 1.9 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the RFQ documents (and any other information pertaining to this RFQ such as addenda). Accordingly, by submitting a response to this RFQ 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

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

Marketplace to obtain the documents. The Agency 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 proposals from qualified and licensed entities to provide the Agency with the following detailed services:

**2.1 General Requirements.** The Agency is conducting this Request for Qualifications (RFQ) competitive solicitation process as allowed by and detailed within Section 6.14 of HUD Procurement Handbook 7460.8 REV 2.

**2.1.1 Forming a Pool of Contractors (hereinafter, a.k.a., the “Pool”).** The Agency is first conducting this RFQ process to receive technical proposals from contractors to qualify those firms to be placed in a Pool of Contractors eligible to provide construction and maintenance services (via additional quotes) to the Agency.

**2.1.1.1 Potential Re-opening the RFQ.** In the interest in maintaining a “healthy pool of available contractors,” the Agency reserves the right to re-open the RFQ at any time during the ensuing period of time after the RFQ deadline and after the “Pool” has been formed.

**2.1.1.1.1** This re-opening may especially occur if, for example, additional contractors contact the Agency to inform the Agency of their desire to compete to be placed in the Pool; or may occur if the contractors already in the Pool are not as competitive (both in participation and/or quoted costs) as the Agency desires. In any case, the Agency will consider re-opening the Pool typically once every 6 or 12 months.

**2.1.1.1.2** If the Agency does re-open the Pool, the contractors who have already been placed in the Pool are not required to again compete—such firms will just stay in the Pool.

**2.1.1.1.3** The Agency reserves the right to terminate any firm from the Pool for any reason that would, in the Agency’s opinion, result in contract termination in any other condition.

**2.1.1.2 Potential of Receiving additional proposals.** At the Agency’s discretion, the Agency may consider the Submittal Deadline listed within the preceding Table No. 2 herein to be an “initial” Deadline only. To explain, once the Agency begins to conduct

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

the QSPs detailed within the following Section 2.2 herein, the Agency may receive quotes from firms not yet qualified to be in the Pool to respond to the QSP. In such case the Agency shall invoke the following procedures to address this issue (NOTE: This procedure is an option for the Agency, not a strict requirement; but in any case, the Agency may not complete an award to the ineligible contractor):

**2.1.1.2.1** The Agency will timely reject the quote as non-responsive, as the quoter is not a firm that has been approved to be in the Pool and thereby eligible to submit a quote.

**2.1.1.2.2** The Agency will then offer that ineligible firm to respond with a proposal to be placed in the Pool (the proposal shall be as detailed within the following Section 3.0 herein, and most specifically within Table No. 3 therein. The firm must submit this proposal within 2 weeks of being notified of such. The option of receiving this proposal submittal shall expire at the set 2-week deadline.

**2.1.2 Additional Description of Work other than related to the Work identified within the immediate-preceding Section 2.1.1 herein.** The Agency may choose to utilize the “Pool” to also complete needed small construction or maintenance work pertaining to the Agency’s Capitol Fund Program (CFP), Unit Turn-around Work, and any other such small construction work the Agency needs to complete for any Agency program. The Agency anticipates that this “small construction work” will typically be for task order awards less than \$50,000 each (typically much less, but may be more, at the Agency Contracting Officers discretion).

**2.1.2 Maintenance and Construction.** As some of the work ensuing from an award of this RFQ may be maintenance-related and some of the work may be construction-related, the Agency will make this determination when a task order is awarded. All proposers must remember that the labor rates detailed within Attachment G-16, attached hereto, pertain to maintenance-related work; and the current Davis-Bacon wage rates (“current” meaning at the time of assignment of a construction-related task order) will pertain to all construction-related work assigned (and the then-current Davis-Bacon Wage Rates will be issued for each applicable construction-related quote issued).

**2.1.3 Terms “Proposer,” “Quoter,” and “Contractor.”** Herein and within any ensuing documents (i.e., ensuing quote; contract; etc.):

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

- 2.1.3.1 The term “Proposer” refers to a firm or individual that is taking part in this RFQ process to become qualified to be placed in the pool.
  - 2.1.3.2 The term “Quoter” refers to a firm or individual that has been deemed qualified and placed in the Pool and is taking part in the ensuing sealed quote process referenced within the following 2.2 herein.
  - 2.1.3.3 The term “Contractor” typically refers to a firm or individual that receives an award as the result of the sealed quote process referenced within the following 2.2 herein. When utilized in certain contexts, the term “contractor” may also be a reference to the firms that are taking part in this RFQ process.
- 2.2 **Quoting Requirements.** This Section pertains to the “ensuing quotes” that the Agency will conduct with the contractors that are placed within the “Pool.” As a result of this RFQ and the evaluation that the Agency will conduct after the submittal deadline, the Agency will place qualified contractors into a Pool of Contractors eligible to submit quotes on each renovation or task order job as it becomes available.
  - 2.2.1 **Quote for each Job.** Once a renovation job becomes available, the Agency anticipates that it will deliver to each contractor in the Pool a punch list of work and a wage determination to be completed. Any contractor in the Pool that wishes will be able to respond with a firm-fixed fee to complete the needed work.
  - 2.2.2 **Typically No Additional Form Submittal Required.** Because the Agency has included as a part of this RFQ a number of HUD-required forms and submittal paperwork, and because the quoter will have already submitted any such required paperwork as a part of the submittal to this RFQ, the quoter will not typically be required to submit any additional paperwork in response to the individual sealed quote detailed within the immediate preceding Section 2.2.1 herein; typically, the quoter will only be required to submit his/her firm-fixed fee quote in response to the QSP issued.
- 2.3 **Contractor Responsibilities (in alpha order).** The following Sections 2.3.1 through 2.3.16 primarily pertain to the successful quoter’s or contractor’s responsibilities during any construction work assigned to a contractor by the Agency.
  - 2.3.1 **Access for Emergency Vehicles.** The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.

**2.3.2 Communication.** The Agency will assign an Agency primary point of contact for the Contractor each time the Agency solicits quotes for work. All requests for changes or decisions shall be submitted in writing to the Agency point of contact. The Agency anticipates that it will typically make a decision in such matters within 3 workdays of receipt, though such response time frame may be shorter or longer depending on the situation; accordingly, the Contractor shall be required to submit such written requests in as timely a manner as reasonably possible.

**2.3.3 Contract-end Items.** Upon completion of the renovation job the Contractor must submit the following:

**2.3.3.1** A separate payment request for the retainage, if applicable;

**2.3.3.2** A one-year warranty letter from the Contractor;

**2.3.3.3** Consent of Surety to Final Payment;

**2.3.3.4** Contractor's Affidavit of Release of Liens;

**2.3.3.5** Contractor's Certificate and Release; and

**2.3.3.6** As-built's.

**2.3.3 Debris.** The Contractor shall clean work areas daily, at the end of the workday, of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).

**2.3.3.1** All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.

**2.3.3.2** The Contractor must examine the work area and determine any unsuitable work condition.

**2.3.3.3** Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the Agency's representative in written form.

**2.3.4 Contractor's Request for Payment.** As detailed within Chapter 9, Procurement and Contract Administration, of Handbook 7485.1:

**2.3.4.1** The Agency is responsible for making progress payments, if applicable. Typically, progress payments for acceptable work



**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

and materials delivered and stored on the site will be made at 30-day intervals.

- 2.3.4.2** Payment will be based on the percentage of work completed during a one-month period.
- 2.3.4.3** A 10% retainage will be held on each progress payment request. A separate payment request for the return of the retainage will be required at the completion of the work. NOTE: Retainage will not apply if the Agency is making one payment only at the completion of work (meaning, if one payment only is made, retainage will not be necessary if all work has been fully completed to the satisfaction of the Agency).
- 2.3.4.4 Request for Payment Forms.** The Contractor shall submit a request for payment for this project on the following forms, each as may be appropriate:

[Table No. 3]

(1) IFB Section	(2) Attachment No.	(3) Form Description
2.2.5.4.1	G-8	form HUD-51000 (1/2014), <i>Schedule of Amounts for Contract Payments</i> ; NOTE: The Agency also retains the right to require any bidder (but most likely the apparent low bidder) to submit this fully completed form to the Agency at any point after the ensuing quote submittal deadline—this typically will occur when the Agency wishes to do an analysis of the bidder's proposed cost to ascertain as to whether or not the bidder's proposed cost is realistic, fair, and/or reasonable.
2.2.5.4.2	G-9	form HUD-51001 (1/2014), <i>Periodic Estimate for Partial Payment</i>
2.2.5.4.3	G-10	form HUD-51002 (1/2014), <i>Schedule of Change Orders</i>
2.2.5.4.4	G-11	form HUD 51003 (1/2014), <i>Schedule of Materials Stored</i>
2.2.5.4.5	G-12	form HUD-51004 (1/2014), <i>Summary of Materials Stored</i>
2.2.5.4.6	G-13	form HUD-5372(1/2014), <i>Construction Progress Schedule</i>

<p align="center"><b>REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001</b>  <b>Pool of Construction/Maintenance Contractors</b></p>
---

2.2.5.4.7	G-14	All relevant Subcontractors Weekly Certified Payrolls must accompany the payment request utilizing form WH-347
2.2.5.4.8	N/A	<b>Retainage.</b> The Request for Payment form must list and clearly identify the retainage in the amount of 10% as a deduction to the subtotal of charges on the Request for Payment.

**2.3.4.5 Review and Approval.** The Agency will review each such Contractor request for payment and will approve the payment only if the following listed conditions are met. If the Contractor requests payment items which have not been completed in a satisfactory manner (“satisfactory,” as determined at the sole discretion of the Agency), the Agency shall hold payment for the unsatisfactory items, and pay the balance of the request (i.e., the undisputed portion). The Agency shall ensure:

**2.3.4.5.1** The request for payment is consistent with the Agency-approved schedule of amounts for contract payments;

**2.3.4.5.2** As further detailed within the preceding Section 2.2.4.4.8 herein, the total of the request for payment does not include the amount to be retained by the Agency under the contract (retention or retainage);

**2.3.4.5.3** The work covered by the request for payment has been performed in accordance with the construction documents;

**2.3.4.5.4** The Periodic Estimate for Partial Payment has been properly executed on all applicable supporting documentation submitted; and

**2.3.4.5.5** The Contractor has submitted all required reports such as payroll reports.

**2.3.4.6 Distribution of Documents.** The Contractor shall submit 2 original copies and 1 additional copy of all documentation required. The Agency shall retain the 2 original Periodic Estimate for Partial Payment requests and all applicable supporting documentation for its file and return 1 copy of all such forms to the Contractor.

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

- 2.3.5 “Or Equal” Specifications.** Herein, or within the attached specifications, or within a punch-list issued to obtain quotes, whenever the Agency has listed a specific brand name the words “or equal” shall automatically apply thereto. This term “or equal” means that the apparent successful quoter may propose to provide an alternate product as long as such proposed alternate product, in the opinion of the Agency, meets the minimum specifications. As detailed within Section 9.3.B.3 of HUD Procurement Handbook 7460.8 REV 2, brand names are listed for “establishing design and quality standards” for the product identified. If a quoter wishes to provide a different product than the product the Agency has identified, the Agency will be pleased to respond to any specific written request from a quoter with a listing of the “essential characteristics” for any such product (the quoter may also, if he/she wishes, wait to see if the firm is the apparent successful quoter then submit such written request after the quote submittal deadline when the Agency will evaluate such alternate products, if submitted).
- 2.3.6 Payroll Reports.** The Contractor shall, during the term of the work, within 7 days of the end of any weekly payroll period, forward to the Agency a copy of the weekly payroll.
- 2.3.6.1** The Contractor is hereby made aware that the Agency Architect will conduct periodic on-site wage surveys of the Contractor's staff working at the site. It is the responsibility of the Contractor to ensure that such work staff cooperate fully with the Agency interviewer. Relating to such interviews, please also see form HUD-11 (08/2004), Attachment G-15, attached hereto.
- 2.3.7 Permits.** The Contractor shall obtain any and all required permits pertaining to any assigned work at his/her expense.
- 2.3.8 Required Licensing.** The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the County of Onondaga (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or the State of New York.
- 2.3.9 Retainage.** As may be further detailed herein, when such applies, retainage for this work shall be in the amount of 10%, which shall be applied to each payment until final payment, at which time all retainage held will be paid by the Agency to the Contractor.
- 2.3.10 Safety.** It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to,

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

compliance with all OSHA-related Federal and local laws, codes, and regulations.

- 2.3.11 Security during the Work.** The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a 24-four-hour basis, not just during the normal work hours.
- 2.3.12 Temporary Facilities.** It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to: temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.
- 2.3.13 Time of Completion.** The Contractor shall commence, and complete, work as specified within the Notice to Proceed form issued by the Agency for any ensuing work assigned by the Agency.
- 2.3.14 Tools/Equipment/Materials.** The Contractor shall ensure that at all times during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner so as to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. As the building the Contractor will be working in is occupied by housing tenants, including a number of elderly/disabled or special needs persons, it will be especially important that the hallways are clear for access and egress.
- 2.3.15 Weekends.** Unless otherwise approved by the Agency in writing, the Contractor shall not perform work on Agency property during a holiday nor weekend days (Saturday or Sunday).
- 2.3.16 Work Standards.** It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to the City of Syracuse, Onondaga County, and/or the State of New York.

- 2.4 Current/Previous Contractor(s).** The Agency has not previously conducted a competitive solicitation for these specific services.

### **3.0 PROPOSAL FORMAT.**

- 3.1 Tabbed Proposal Submittal.** The Agency intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that the

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

Agency will, as detailed within the following Section 4.0, consider factors other than cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFQ must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 4]

3.1.1	1	<b>Form of Proposal.</b> This Form is attached hereto as Attachment A to this RFQ document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	<b>form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i></b> This Form is attached hereto as Attachment B to this RFQ document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2.1	2	<b>form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs.</i></b> This Form is attached hereto as Attachment B to this RFQ document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the quote submittal. [NOTE: In the case of this form, the words “bid” or “bidder(s)” shall have the same meaning as the words “quote” or “quoter(s).”]
3.1.3	3	<b>Profile of Firm Form.</b> The Profile of Firm Form is attached hereto as Attachment C to this RFQ document. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
3.1.4	4	<b>Proposed Services.</b> The proposer shall place under this tab documentation further explaining the proposer’s services and showing how the proposer intends to fulfill the requirements of the preceding Section 2.0 herein, including, but not limited to: <u><b>[PLEASE NOTE: The Agency anticipates that the information submitted under this Tab may total 2-3 pages or less.]</b></u>

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer's <b>DEMONSTRATED UNDERSTANDING</b> of the <b>AGENCY'S REQUIREMENTS</b> .
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the <b>QUALITY</b> of the <b>TECHNICAL APPROACH</b> and the <b>SERVICES PROPOSED</b> .
3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer's <b>TECHNICAL CAPABILITIES</b> (in terms of personnel) and the <b>MANAGEMENT PLAN</b> (including the ability to provide the services detailed herein).
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer's <b>DEMONSTRATED EXPERIENCE</b> in performing similar work and the proposer's <b>DEMONSTRATED SUCCESSFUL PAST PERFORMANCE</b> (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or the information submitted within the proposal. NOTE: The Agency will place particular emphasis on the proposer's above-described <b>EXPERIENCE</b> and <b>PAST PERFORMANCE</b> with related-work with public housing agencies.
3.1.4.5		If appropriate, how staff are retained, screened, trained, and monitored.
3.1.4.6		The proposed quality assurance 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 firm provides.
3.1.5	5	<b>Managerial Capacity/Financial Viability/Staffing Plan.</b> The proposer 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, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart).
3.1.6	6	<b>Client Information.</b> The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer 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 and e-mail address;

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

3.1.6.4		A brief narrative description and scope of the service(s) and the dates the services were/are provided.
3.1.7	7	<b>Equal Employment Opportunity/Supplier Diversity.</b> The proposer 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 3.5 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses).
3.1.8	8	<b>Subcontractor/Joint Venture Information (Optional Item).</b> The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	9	<b>Other Information (Optional Item).</b> The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
3.1.10	<b>Optional Tabs.</b> 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." <u>DO NOT</u> eliminate any of the tabs.	
3.1.11	<b>Proposal Submittal Binding Method.</b> It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e. "spiral-type" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.	

**3.2 No Fees Proposed.** No fees shall be proposed, discussed, or considered, either verbally or in writing, during this RFQ competitive solicitation process. The Agency will, as detailed within the preceding Section 2.2 herein, conduct quotes with the firms in the Pool each time the Agency has need of work to be performed.

**3.2.1 Potential Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount.** However, if the Agency chooses, at any time during the ensuing contract period(s), to make award to more than one firm, then the ensuing contract will be an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor who receives an award a Guaranteed Contract Minimum Amount (GCMA) and a not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$3,000; (b) NMCA: \$300,000 (each shall be annual amounts).

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

- 3.3 Additional Information pertaining to the Ensuing Quotes referenced within the preceding Section 2.2 herein.** NOTE: Again, the information in this Section does not pertain to this RFQ but to the ensuing Quotations for Small Purchases (QSP's) that the Agency will conduct with the contractors placed in the Pool of Contractors.
- 3.3.1 Submit a Realistic Cost for the Pricing Items.** Each quoter is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic cost for the ensuing quote. For example, if the successful quoter enters \$1,000.00 for the firm-fixed fee, then the \$1,000 is what the successful quoter will charge the Agency for the required renovation work. If, despite this warning, a quoter proposes a firm-fixed fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful proposer to, at contract execution, present a cash bond in a suitable amount (i.e., an amount reflecting the difference between the quoter's firm-fixed fee and the Agency's Independent Cost Estimate—or ICE), which the Agency will hold during the term of the ensuing contract period to ensure that the successful quoter will fulfill his/her obligation in this matter.
- 3.3.2 No Post-quote Deadline Corrections Allowed.** The Agency WILL NOT, after each quote submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, quoters are strongly cautioned to submit a realistic price for the work that the Agency solicits pricing for as a part of each quote.
- 3.3.3 No Negotiation of Proposed Fees after the Submittal Deadline.** The Agency WILL NOT, after the submittal deadline, negotiate an increase to the firm-fixed fee proposed prior to the submittal deadline.
- 3.3.4 Review the Entry of Proposed Fees.** The Agency strongly recommends that each quoter, after entry of these proposed fees within the eProcurement Marketplace, print the receipt provided and review the entry to ensure that the quoter has entered the proposed fee correctly and as the quoter intended to meet the requirements herein (the eProcurement Marketplace will allow the quoter to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The quoter will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to make a determination as to the apparent low quoter.
- 3.3.5 Change Orders (a.k.a., Modifications).** Basically, the Agency does NOT anticipate awarding any change orders during the work. If, prior to the quote submittal deadline, any quoter notices any problems with the specifications issued (typically, a punch list), then it is that quoter's responsibility to inform the Agency of such in writing prior to the quote



**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

submittal deadline. Failure on the part of the quoter to comply with this requirement may cause the quoter to perform such work at no additional charge to the Agency. Pursuant to HUD requirements, change orders are for “unforeseen conditions” only. This means that the Agency will strictly evaluate any change order requests and will hold the Contractor to a very strict standard. Accordingly, quoters are cautioned to not quote a low firm-fixed fee, expecting to “make up the short fall” through a change order.

- 3.3.6 No Deposits/No Retainer.** The Agency will NOT pay any deposits or retainer fees as a result of award of the ensuing contract (such is not allowed per relevant HUD regulation). This means that the Agency will pay each successful quoter for actual work provided only.
- 3.3.7 HUD Maintenance Wage Rates Determination (MWRD).** Please see Attachment G-16, attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), the Agency must ensure that Contractors do not pay its employees that perform such work for the Agency at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a quote, each quoter is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within Attachment G-16, attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor may not be required to submit certified payrolls; however, the Contractor must make its payroll records available to either the Agency or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor’s failure to comply.
- 3.3.7.1 Davis-Bacon Federal Wage Rates.** As detailed within pertinent Federal Regulation, the Contractor is required to pay Davis-Bacon wage rates (for all “construction contracts in excess of \$2,000”). The applicable Wage Rates pertaining to the work will be included with each construction-related quote that the Agency may issue. This work will be subject to all of the requirements pertaining to Davis-Bacon work, including the applicable Federal forms and procedures (i.e., on-site interviews; certified payrolls; etc.). A Davis-Bacon Wage Decision (DBWD) will be issued for any quote that such rates may pertain thereto.
- 3.3.8 Overtime.** If pre-approved or ordered by the Agency, pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

than time and one half for hours worked in excess of 40 hours per week. Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates herein for any work the Agency requires the successful proposer to work in excess of the noted "40 hours per week" standard; however:

**3.3.9.1** The Agency shall NOT be responsible to pay the Contractor for any work that the Contractor 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, then the aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

**3.3.10 Agency Normal Work Hours.** The Agency's normal work hours are Monday-Friday (excluding official holidays), 8:00 AM to 5:00 PM.

**3.3.11 No Deposit/No Retainer.** The Agency will NOT pay any deposits or retainer fees as a result of an award of the ensuing contract. This means that the Agency will pay the successful proposer(s) for actual work performed only.

**3.4 Bonds.** As this solicitation may pertain to public works or construction, the bonds that may be required of the quoter include the following (NOTE: These bonds will typically only be required for quotes when the Agency anticipates that the total cost may or will exceed \$50,000; accordingly, the Agency will announce such requirement within the documentation issued—i.e., punch list—to solicit the quotes):

**3.4.1 Potential Proposal Bond.** If directed by the Agency, the quote bond or guarantee shall be included in the quote package submitted by each quoter. This bond ensures that if awarded the contract, the quoter will accept and perform the work under the contract. It also ensures that the quoter will not attempt to withdraw or otherwise not fulfill the contract. Finally, the quote bond ensures that the quoter will execute the contractual documents that are required within the time specified in the solicitation or forfeit all or part of the guarantee. A certified check, bank draft, U.S. Government Bonds at par value, quote bond secured by an acceptable surety company, or other negotiable instrument may be accepted as a quote guarantee. If the successful quoter refuses to sign the contract after award, the quote bond is forfeited, and an award will go to the next lowest responsive and responsible quoter. If a quote bond or guarantee is not submitted with the quote, the Agency will reject the quote as non-responsive. The Agency anticipates that it will not return any quote bonds until the contract has been awarded and the required performance and payments bonds have

<b>REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001</b> <b>Pool of Construction/Maintenance Contractors</b>
---

been furnished; until all quotes have been rejected; or the time specified for acceptance of quotes has expired. In fairness to the other quoters, the Agency may also choose to return the quote bonds if the Agency has a firm and reasonable assurance that the responsive and responsible quoter who submitted the lowest cost will execute the contract.

- 3.4.2 Potential Performance Bond.** If directed by the Agency to be provided, the performance bond is meant to ensure that the contract is successfully completed. The performance bond guarantees that if the Contractor is unable to complete the contract, the surety company will step in to finish the work. In the case of a letter of credit or cash escrow, the Agency may use these funds to complete the contract work.
- 3.4.3 Potential Payment Bond.** If directed by the Agency to be provided, the payment bond is a method of ensuring that the Contractor pays the subcontractors and suppliers. By requiring payment bonds, the Agency avoids becoming entangled in disputes concerning payment of subcontractors and suppliers by the general contractor. The surety underwriting the payment bond ensures the contractors and suppliers will be paid. Often, performance and payment bonds are combined into a single document. Failure to pay subcontractors for work performed in commercial contracts may often lead to the subcontractor filing a mechanic's lien against property owners to obtain payment for services rendered. The Agency contract requires the payment bond to prevent this problem and ensure that no liens will be filed against any Agency building or lot of ground. As a reminder, Clause 24 of form HUD-5370, *General Conditions of the Contract for Construction* (Attachment G-3 attached hereto) clearly forbids the placement of liens on Federal-owned property and is binding on any contractor, subcontractor, and material supplier.
- 3.4.4 Bonding Companies.** An acceptable surety (bonding) company is one that is authorized to do business in the State of Alabama and is acceptable to HUD and the Agency. The surety must be listed on the most recently published U.S. Treasury Circular 570 (often referred to as the T-List). Individual sureties are not permitted. Circular 570 is available from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, Room #262C, 401 14th Street, S.W., Washington, D.C. 20227. The T-List may also be accessed on the Internet at: <http://www.fms.treas.gov/c570/index.html>.
- 3.4.5 Bonding Requirements.** In order to encourage participation by a broad range of competitors, including small and minority firms, HUD has provided for alternate quote and contract guaranties. These apply to all construction projects greater than \$50,000 (though, at the Agencies discretion, may apply to smaller projects), whether development or modernization, funded pursuant to the U.S. Housing Act of 1937, as amended. As a result, the contractors for all construction projects shall be required to submit the following quote and contract guaranties. Please note that only the quote

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

bond is required at the time of the quote; however, one of the purposes of the quote bond is to provide the Agency with assurance that the successful quoter will indeed obtain the necessary performance and payment bonds. Required bonds include a quote guarantee from each quoter, equivalent to 5% of the quote price and, from the successful quoter, one of the following:

- 3.4.5.1 A performance and payment bond for 100% of the contract price; or
- 3.4.5.2 Separate payment and performance bonds each for 50% or more of the contract price; or
- 3.4.5.3 A 20% cash escrow; or
- 3.4.5.4 A 25% irrevocable letter of credit.

3.4.6 **Inadequate Surety.** If the apparent low quoter fails to provide an acceptable assurance of completion (payment and performance bonds) after award of the contract, the Agency may consider the quote guarantee forfeited and notify the surety company. The contract is then terminated for default. The amount to be recovered from the quote bond or guarantee will typically equal at least the difference between the defaulted quote and the next higher acceptable quote or the amount by which the quote accepted by re-soliciting exceeds the defaulted contract.

3.5 **Proposal Submission.** All proposals must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**Ryan Soboleski - Purchasing Administrator**  
**Telephone: (315)726-0893**  
**E-Mail: [rsoboleski@syrhousing.org](mailto:rsoboleski@syrhousing.org)**

3.5.1 **Labeling Proposal Package.** The package exterior must clearly denote the above noted RFQ number and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted.

3.5.2 **Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers 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 proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry does not changed the intent of the proposal that the Agency

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

intended to receive, the Agency may accept the proposal and the proposal 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 proposer that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFQ.

**3.5.3 Submission Responsibilities.** It shall be the responsibility of each proposer 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 RFQ document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.

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

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

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

**3.7 Proposer'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.

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

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

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

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

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

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

**3.7.1.3.3** (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,

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

**3.7.1.3.5** (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,

**3.7.1.3.6** (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.

**3.7.2** Within HUD Procurement Handbook 7460.8 REV 2 it states:

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

- 3.7.2.1 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.
- 3.7.2.2 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.
- 3.7.3** Within our **Agency Procurement Policy** it states that our Agency will:
- 3.7.3.1 Assistance to Small and Other Business, Required Efforts:**
- 3.7.3.1.1** Including such firms, when qualified, on solicitation mailing lists; and,
  - 3.7.3.1.2** Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources; and,
  - 3.7.3.1.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; and,
  - 3.7.3.1.4** Establishing delivery schedules, where the requirement permits, which encourage participation by such firms; and,
  - 3.7.3.1.5** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and,
  - 3.7.3.1.6** Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

**3.7.4 Requirements.** Accordingly, please see Section 3.1.7 within Table No. 3 herein which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

**3.8 Pre-proposal Conference.** The scheduled pre-bid conference identified on Page 2 of this document is, pursuant to pertinent 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 (not including the ensuing walk-through of the properties, if the bidder chooses to do so), though such is not guaranteed. The purpose of this conference is to assist prospective bidders in having a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the Agency will conduct an 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 given in return in writing. Whereas the purpose of this conference is to review the IFB documents, attendees are encouraged to bring a copy of the IFB documents to this conference; however, the Agency ***will not*** distribute at this conference any copies of the IFB documents, as all such documents must be garnered from the eProcurement Marketplace.

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

[Table No. 5]

(1) RFQ Section	(3) Document No.	(4) Attachment	(5) Description
3.9.1	1.0		This RFQ Document
3.9.2	2.0	A	Form of Proposal
3.9.3	3.0	B	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>



**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

3.9.3.1	3.1	B-1	*form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs</i>
3.9.4	4.0	C	Profile of Firm Form
3.9.5	5.0	D	Section 3 Explanation
3.9.6	6.0	E	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.9.6.1	6.1	E-1	*form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts, Public and Indian Housing Programs</i>
3.9.7	7.0	F	<i>Supplemental Instructions To Proposers &amp; Contractors (SIPC)</i>
3.9.8	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)
3.9.8.1	8.1	G-1	Sample Contract Appendix No. 1: form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
3.9.8.2	8.2	G-2	Sample Contract Appendix No. 2: form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
3.9.8.3	8.3	G-3	*Sample Contract Appendix No. 3: form HUD-5370 (1/2014), <i>General Conditions for Construction Contracts-Public Housing Programs</i>
3.9.8.4	8.4	G-4	*Sample Contract Appendix No. 4: HUD-92554M (Rev. 04/11), <i>Supplementary Conditions of the Contract for Construction</i>
3.9.8.5	8.5	G-5	*Sample Contract Appendix No. 5: form HUD-2554, <i>Supplementary Conditions of the Contract for Construction</i>
3.9.8.6	8.6	G-6	*Sample Contract Appendix No. 6: Form HUD-4010 (06/2009), <i>Federal Labor Standards Provisions</i>

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

3.9.8.7	8.7	G-7	*Sample Contract Appendix No. 7: <i>form HUD-92010 (3/2006), Equal Employment Opportunity Certification</i>
3.9.8.8	8.8	G-8	*Sample Contract Appendix No. 8: <i>form HUD-51000 (1/2014), Schedule of Amounts for Contract Payments</i>
3.9.8.9	8.9	G-9	*Sample Contract Appendix No. 9: <i>form HUD-51001 (1/2014), Periodic Estimate for Partial Payment</i>
3.9.8.10	8.10	G-10	*Sample Contract Appendix No. 10: <i>form HUD-51002 (1/2014), Schedule of Change Orders</i>
3.9.8.11	8.11	G-11	*Sample Contract Appendix No. 11: <i>form HUD 51003 (1/2014), Schedule of Materials Stored</i>
3.9.8.12	8.12	G-12	*Sample Contract Appendix No. 12: <i>form HUD-51004 (1/2014), Summary of Materials Stored</i>
3.9.8.13	8.13	G-13	*Sample Contract Appendix No. 13: <i>form HUD-5372 (1/2014), Construction Progress Schedule</i>
3.9.8.14	8.14	G-14	*Sample Contract Appendix No. 14: <i>form WH-347 (Dec./2008), Payroll</i>
3.9.8.15	8.15	G-15	*Sample Contract Appendix No. 15: <i>Form HUD-11 (8/2004), Record of Employee Interview</i>

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

3.9.8.16	8.16	G-16	Sample Contract Appendix No. 16: HUD FORM 52158 (04/2005), <i>Maintenance Wage Rate Determination</i> (NOTE: Whereas we have not received this updated 52158 form from HUD, we have attached hereto FORM HUD 4750 which will substitute for the HUD FORM 52158 until HUD returns such updated form to us.)
3.9.8.17	8.17	G-17	Sample Contract Appendix No. 17: form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
3.9.8.18	8.18	G-18	Sample Contract Appendix No. 18: Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
3.9.8.19	8.19	G-19	Sample Contract Appendix No. 19: <i>Low-income Resident Hiring Plan</i>
3.9.9	9.0	H	form HUD-2530 (10/2016), <i>Previous Participation Certification</i>
3.9.10	10.0	I	<i>Agency Profile of Properties</i>
3.9.10.1	10.1	I-1	Supplemental Unit Address Spreadsheet
3.9.11	*These forms have been included specifically for potential work that the Agency has deemed to be construction-related. Be aware that there may be additional HUD-required forms to complete pertaining to such construction work; and by submitting a proposal each successful proposer placed in the aforementioned "Pool" hereby agrees to complete and submit those forms as required. Also, in the case of any discrepancy of any terms and conditions listed within these forms and any other forms herein, the Agency reserves the right to determine when such term or condition shall apply. By submitting a proposal in response to this RFQ, the proposer thereby agrees to abide by these requirements.		

#### 4.0 PROPOSAL EVALUATION.

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

- 4.1 **Evaluation Factors.** The following factors will be utilized by the Agency to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

[Table No. 6]

(1) Factor No.	(2) Max Point Value	(3) Factor Type	(4) Factor Description
1	10 points	Subjective (Technical)	The proposer's <b>DEMONSTRATED UNDERSTANDING of the AGENCY'S REQUIREMENT.</b>
2	10 points	Subjective (Technical)	The <b>QUALITY</b> of the <b>TECHNICAL APPROACH</b> and the <b>SERVICES PROPOSED.</b>
3	20 points	Subjective (Technical)	The proposer's <b>TECHNICAL CAPABILITIES</b> (in terms of personnel) and the <b>MANAGEMENT PLAN</b> (including the ability to provide the services detailed herein).
4	50 points	Subjective (Technical)	The proposer's <b>DEMONSTRATED EXPERIENCE</b> in performing similar work and the proposer's <b>DEMONSTRATED SUCCESSFUL PAST PERFORMANCE</b> (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or the information submitted within the proposal.
5	10 points	Subjective (Technical)	The <b>OVERALL QUALITY, ORGANIZATION,</b> and <b>PROFESSIONAL APPEARANCE</b> of the proposal submitted, based upon the opinion of the evaluators.
	100 points		<b>Total Points (other than preference points)</b>
<b>*NOTE: Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within his/her proposal.</b>			

- 4.2 **Evaluation Method (Plan).**

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

- 4.2.1 Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).
- 4.2.2 Evaluation Packet.** An evaluation packet will be prepared for each evaluator, including the following documents:
- 4.2.2.1** Instructions to Evaluators;
  - 4.2.2.2** Proposal Tabulation Form;
  - 4.2.2.3** Written Narrative Form for each proposer;
  - 4.2.2.4** Recap of each proposer's responsiveness;
  - 4.2.2.5** Copy of all pertinent RFQ documents.
- 4.2.3 Evaluation Committee.** The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive "hard copy" proposals submitted in response to this RFQ. PLEASE NOTE: No proposer shall be informed at any time during or after the RFQ process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFQ. As detailed within Section 3.5 of this document, the designated CO is the only person at the Agency that the proposers shall contact pertaining to this RFQ. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 Evaluation.** The appointed evaluation committee, independent of the CO or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 1 through 5 (the "Subjective" Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
- 4.2.4.1 Points Awarded Range.** Pertaining to the Subjective Factors, please note the following range of points awarded (points

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

pertaining to this RFQ are shaded—please also see the Evaluation Factors detailed within the preceding Section 4.1):

[Table No. 7]

Classification*	Points Awarded Range					
	Rating	%	10	20	50	100**
Acceptable	Excellent	95%/+	10	19-20	48-50	95-100
Acceptable	Very Good	90%/+	9	18	45-47	90-94
Potentially Acceptable	Good	80%/+	8	16-17	40-44	80-89
Potentially Acceptable	Average	70%/+	7	14-15	35-39	70-79
Unacceptable	Poor	<70%	0-6	0-13	0-34	0-69
*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.						
**Total available points to be awarded, including cost points, minus preference points.						

**4.2.5 Determination of Eligible Proposer(s) to be placed in the Pool.**

**4.2.5.1 Minimum Evaluation Results.** To be placed in the Pool a proposer must receive a total calculated average of at least 70 points (of the 100 total possible points detailed within Section 4.1 herein).

**4.2.5.2 Ties.** In the case of a tie in points awarded, 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.”

**4.2.6 Notice of Results of Evaluation.** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

**4.2.6.1** Which proposer(s) were placed in the Pool;

**4.2.6.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;

**4.2.6.3** Each proposer’s right to a debriefing and to protest.

**4.2.7 Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on HomeFront evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on HomeFront evaluation committee.

**5.0 CONTRACT AWARD.**

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

- 5.1 Contract Award Procedure.** If a contract is awarded pursuant to this RFQ, the following detailed procedure will be followed:
- 5.1.1 An Agreement to Abide.** By completing, executing and submitting the Form of Proposal, Attachment A, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFQ as issued by the Agency, either in hard copy or on the eProcurement Marketplace, including the contract clauses already attached as Attachments G and G-1 through G-19. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.
- 5.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFQ:
- 5.2.1 Contract Form.** The Agency will not execute a contract on the successful proposer’s form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1 through G-19), and by submitting a proposal the successful proposer 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 RFQ process (prior to the submittal deadline) consider any contract clauses that the proposer 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 proposer the right to refuse to execute the Agency’s contract form. It is the responsibility of each prospective proposer to notify the Agency, in writing, prior to submitting a proposal, 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 proposer is not willing to abide by the Agency’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.
- 5.2.1.1 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 RFQ.
- 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.
- 5.2.3 Unauthorized Sub-Contracting Prohibited.** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant

**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

to this RFQ (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 proposer as a result of the proposed contract; either as determined by the CO.

- 5.3 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 up to 4 additional one-year option periods, for a total maximum contract period of 5 years prior to the Agency issuing another RFQ (as per HUD guidelines).
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the proposer'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);
  - 5.4.2 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 \$3,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), 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);
  - 5.4.3 Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$3,000,000), 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);
  - 5.4.4 Automobile Insurance.** An original certificate showing the proposer'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



**REQUEST FOR QUALIFICATIONS (RFQ) No. Q25001**  
**Pool of Construction/Maintenance Contractors**

coverage with limits of no less than \$250,000/\$500,000 and medical pay of \$5,000.

- 5.4.5 City/County/State Business License.** If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Syracuse, the County of Onondaga, and/or the State of New York.
- 5.4.6 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each proposer 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 proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).
- 5.5 Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer during negotiations may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO, successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer.
- 5.6 Contract Service Standards.** All work performed pursuant to this RFQ must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 5.7 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Agency within 10 workdays of notification by the Agency.

## Index of Tables

[Table No. 8]

Table	Description	Page
1	Table of Contents	2
2	RFQ Information at a Glance	3
3	Request for Payment Forms	9
4	Tabbed Proposal Submittal	13
5	Recap of Attachments	25
6	Evaluation Factors	28
7	Points Awarded Range	30
8	Index of Tables	33