



REQUEST FOR PROPOSAL (RFP) # 2019- 06

**REQUEST FOR PROPOSALS FOR PROVISION OF
TREE SERVICES AT PROPERTIES MANAGED BY
THE MUNICIPAL HOUSING AUTHORITY OF THE CITY OF YONKERS**

The Municipal Housing Authority for the City of Yonkers (the “Authority” or “MHACY”), is soliciting proposals from qualified firms to provide tree services the MHACY at various sites on an as-needed basis in Yonkers, New York, as specified in this Request for Proposals (“RFP”).

This RFP package contains submission requirements and terms and conditions and other pertinent information for submitting a proper and responsive proposal. This RFP is the only information provided to prospective bidders (hereinafter “Responders”) and is available online starting July 23, 2019 at www.mhacy.org.

The RFP questions deadline is August 6, 2019 at 4:00PM Eastern Standard Time (EST). Any and all questions must be emailed to Lakisha Collins- Bellamy, Esq. at procurement@mhacy.org by the deadline. No telephone calls and/or written communication sent via mail will be accepted.

Proposals must reach MHACY no later than 3:00 PM (EST) on August 20, 2019. Late submissions will be handled in accordance with the provisions in Form HUD-5369B.

Proposals will be evaluated on the criteria stated in the RFP. Negotiations may be conducted with contractors who have a reasonable chance of being selected for the award. After evaluation of the proposal revision, if any, the contract will be awarded to the responsible firm(s) whose qualifications, price and other factors are considered to be the most advantageous to MHACY.

MHACY reserves the right to reject any and all proposals and waive any irregularities or informalities if it is in MHACY’s best interest to do so. MHACY reserves the right to cancel this RFP or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of MHACY.

MHACY is an Equal Opportunity Employer and does not discriminate on the basis of race, sexual orientation, color, national origin, sex, religion, age, disability, or family status. MHACY solicits and encourages the participation of minorities and small businesses in procurement.

Contact, related to this procurement, with members of MHACY’s Board of Commissioners, or MHACY’s officers and/or employees other than the contact person show above, during the procurement process could result in disqualification of a proposal.

Joseph Shuldiner
Executive Director
Municipal Housing Authority for the City of Yonkers
1511 Central Park Avenue
Yonkers, New York 10710

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- Attachment A: Respondent's Qualification Statement (Part 1) and Respondent's Certification (Part 2) (*signatures required*)
- Attachment B: HUD Form 5369b (Instructions to Respondents (Pre-award Terms))
- Attachment C: HUD Form 5369c (Representations, Certifications and other Statement) (*signature required*)
- Attachment D: HUD Form 5370C: (General Contract Conditions Non-Construction)
- Attachment E: Sample Contract
- Attachment F: HUD Form 5369-A (Includes Small, Minority, Women-Owned Business Concern Representation) (*signature required*)
- Attachment G: Section 3 Certification (*signature required*)
- Attachment H: Acknowledgement of Addenda (*if applicable, signature required*)

SECTION 1 INSTRUCTION TO RESPONDENTS

1.1. INTRODUCTION

The purpose of this Request for Proposal (RFP) by the Municipal Housing Authority for the City of Yonkers (MHACY) is to solicit sealed proposals from interested vendors (referred to herein as "Respondents" or "Contractors") to provide tree services for MHACY at various sites on an as-needed basis. Work may consist of large and small tree removal, stump removal, disposal, tree felling, tree pruning, tree trimming, brush removal, chipping, mulching, stump grinding, tree cabling and bracing and local hauling at the following sites located throughout Yonkers: Wm. A Schlobohm Houses, 1-8 Schroeder St; James E. Hall Homes, Dunbar & Kenmore Streets; William. A. Walsh Homes, 50-97 Walsh Rd; Kris Kristensen Homes, 45 Seymour St; John E. Flynn Manor, 334 Riverdale Ave; Msgr. Cajetan J. Troy Manor, 200 Willow St; Charles L. Curran Court, 1-4 Curran Court; Angelo R. Martinelli Manor, 21 Ellison Ave; Dr. James O'Rourke Twnhse, 525 Shoreview Dr; Raleigh Valentine Twnhse, 165 Helena Ave'; Hon. A. J. Doran Sr. Twnhse, 1 Wrexham Rd; Andrew Smith Townhouses, 148 Trenchard St; Judge Albert Fiorillo Twnhse, 6-24 Clark St; Lawrence Christopher Twnhse., 326-350 Midland Ave; and the Francis Reagan Townhouses, 1157 Central Park Ave. The work may be of scheduled and/or performed on an emergency basis.

The contract to be awarded under this RFP solicitation will be an "Indefinite Delivery Indefinite Quantity" ("IDIQ") contract where individual "task orders" will be issued for specific tasks by the MHACY as the need arises. Respondents are requested to submit, as a component of their proposal, pricing for all individual tasks that are contemplated to be performed under the contract in a format that will be consistent throughout the term of the contract. This detail of cost per task will be used as one of the evaluation criteria as described under Evaluation Criteria

MHACY reserves the right to add/remove related services not specifically named in this RFP. MHACY may make multiple contract awards as a result of this RFP.

Amendments. Amendments (addenda) to this RFP shall be in writing and shall be mailed electronically or by

United States Postal Service to all individuals who received the RFP. Amendments shall be distributed with sufficient time to allow bidders to consider the amendments in preparing their bids. If necessary, the deadline for submission of bids will be extended by an amendment.

The written acknowledgment form mailed with the amendment shall be completed by the bidder and submitted with the bid as evidence of receipt of the amendment or shall be noted on the Bid Form.

The MHACY reserves the right to cancel this RFP at any time and for any reason.

Any bid may be rejected in whole or in part when it is in the interest of the MHACY to do so. The MHACY shall not be responsible for the payment of any costs incurred by the bidder in the preparation or submission of a bid.

The issuance of this RFP, the receipt of a bid or the selection of a bidder in no manner obligates the MHACY to the eventual purchase of services. This process is solely at the discretion of the MHACY and may be terminated without penalty or obligation at any time prior to the signing of a written contract. **Contract Term.** The initial contract term for this RFP shall be for one (1) year with options to renew for four (4) additional one (1) year terms. Changes in cost for subsequent year renewals will be based on mutual agreement between both parties. For any pricing increases the Contractor will need to provide written justification and documentation to support such request. MHACY shall provide the Contractor with written notice of its intent to extend the Contract at least one ninety (90) days prior to the expiration of the then current Contract term.

Non-Exclusive Contract. The Contract is a non-exclusive contract for the services described. Selection shall be made of one (1) or more Respondents deemed to be fully qualified and best suited among those submitting proposal

1.2. PRE-PROPOSAL CONFERENCE

A pre-proposal conference has not been scheduled and none is contemplated for this RFP. Interested firms may contact Mr. Juan Padilla, MHACY Deputy Director for Field Operations & Special Projects, to schedule a visit to the properties if it believes that will improve the quality of its proposal.

1.3 QUESTIONS AND COMMUNICATION

All questions must be put in writing to the RFP Contact named below no later than 5 calendar days before the due date for the submission of responses. The intent of this requirement is to assure that all Respondents are in receipt of the same information and to allow MHACY sufficient time to post questions and answers in an Addendum to this RFP. MHACY reserves the right to use its discretion in issuing Addenda for questions and answers; only those questions and answers which might materially affect a vendor's response will result in an Addendum. It is the responsibility of each Respondent to check MHACY's website: www.mhacy.org for a copy of all Addenda issued for this RFP.

NOTE: Any solicitation or lobbying directed to any Authority staff or the Board of Commissioners is prohibited and is grounds for disqualification of Respondent's proposal.

1.4. PROPOSAL DEADLINE AND DELIVERY

All Respondents must deliver in a sealed package one (1) original, and two (2) copies of their response to the following location no later than **3:00 PM on August 20, 2019**. Deliver to:

The Municipal Housing Authority for the City of Yonkers
Attention: Lakisha Collins-Bellamy, Esq.
1511 Central Park Avenue
Yonkers, NY 10710

To assure proper receipt and handling of responses, the outside of the package must be clearly marked with Respondent's Name and Address, and the words: ***RFP 06 -2019 Bid for Tree Services***

You must acknowledge any and all addenda issued and related to this solicitation with your submission by executing the attached Acknowledgement of Addenda.

Bid Modification. A bid may be modified by a bidder prior to the deadline for submission of bids by delivery of a written modification to the above address. The sealed envelope shall be marked "**Modification to Proposal for Tree Services**" and list the name and address of the bidder.

Bid Withdrawal. A bid may be withdrawn prior to the deadline for submission of bids by delivering written notification to Joseph Shuldiner, Executive Director, Attention: Lakisha Collins-Bellamy, Esq.

Bids will be opened publicly on **August 21, 2019** at 4:00 p.m. at the first-floor conference room at 1511 Central Park Avenue.

1.5. PROPOSAL FORMAT

The following documents must be completed and returned by all Respondents:

Executive Summary. Submit a letter on your company letterhead, signed by an authorized agent for the company. The letter should summarize your proposal response and incorporate, the Attachments required by this RFP and all other documents required in Section 1.5 of the RFP.

Client References.

Include three (3) references for which you have provided a similar scope of work.

Include a contact name, address, and phone number for each reference and provide a description and value of the work performed.

Organizational Chart. Provide an organizational chart, highlighting credentials, and qualifications, and roles of key staff and subcontractors who will be involved in the work.

Technical Proposal. The proposal shall provide information necessary for MHACY to evaluate the qualifications, experience, and expertise of the proposing firm to provide tree removal services. Contractors should submit a detailed response to RFP Section 2, Scope of Services. Subcontractor substitution after the contract will not be permitted without prior written approval of MHACY.

Fee Proposal. Submit a complete Fee Proposal/Price Sheet indicating any and all costs associated with providing the services. Any and all costs not specifically provided for in the proposal response will be borne by each Contractor.

Qualifications Statement. Complete the Qualifications Statement (Attachment A, Parts 1 and 2) and provide all information requested therein. Resumes shall include each person's professional licenses and certifications. Provide attachments wherever more space is needed to respond to the question.

HUD Form 5369c. Complete and attach the Certifications and Representations of Respondents Non-Construction Contract (*Attachment C*).

Preference and Certification for Disadvantaged Businesses (*Attachment F, if applicable*)

Acknowledgement of Addenda (*Attachment H, if applicable*)

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

Attachments A-H (listed above)

1.6. RIGHT TO VERIFY INFORMATION

MHACY reserves the right to verify any and all information provided in the Proposal. If there is evidence of misleading or false information, MHACY may, in its discretion, reject the Respondent's submittal.

1.7. EVALUATION OF PROPOSALS

MHACY will assign an agent to review each proposal to determine if the proposal substantially complies with the requirements and procedures contained in this RFP. Respondents that are not in substantial compliance will not be considered further.

A selection committee will be convened to review responsive proposals.

1.8. EVALUATION CRITERIA Bids will be evaluated upon the following criteria:

Evaluation Criteria	Maximum Points
1.Respondent’s compliance with all specifications and/or other requirements contained in this RFP.	5
2. Relevant experience and qualifications.	50
3. Reasonableness of contract price.	50
4. Factors noted in Section 2 of the RFP and ability to deliver the services in accordance with the needs of the MHACY	20
Total Points	125

During proposal evaluation, MHACY reserves the right to call for supplementary information from Respondents and to meet with all or any one of them to clarify points of uncertainty or ambiguity. Respondents agree to cooperate fully and promptly in providing such supplementary information or meeting requirements.

Proposals will be evaluated and ranked according to points received. MHACY, in its sole discretion, may invite selected Respondents for an interview. Respondents should be prepared to discuss the proposed scope of work, including availability of equipment and staffing, accounting and payment procedures, schedules, qualification of subcontractors proposed for portions of the work, and such other items as are directly related to the proposal.

MHACY also reserves the right to obtain clarification of any point in an Respondent’s proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of an Respondent to respond to such a request for additional information or clarification could result in rejection of the Respondent’s proposal.

All selected Respondents will be invited to negotiate all aspects of the fee proposal to arrive at a firm and reasonable cost as determined by MHACY.

1.9. INTERVIEWS

A selection panel may interview the highest scoring Respondents (typically the highest 3 unless it is in MHACY’s best interest to interview more). Initial scores may be adjusted based upon the outcome of the interviews. MHACY reserves the right to make the award based solely upon written proposals, therefore, Respondents are urged to provide a complete response with their best and final offer.

Negotiations shall then be conducted with each of the Respondents so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Respondent so selected, MHACY shall select the Respondent(s) which, in its opinion, have presented the best proposals, and shall award the contracts to those firms.

MHACY intends to permit multiple awards as a result of this RFP. Should MHACY determine in its sole discretion that only one (1) Respondent is fully qualified, or that one (1) Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Respondent.

1.10. AWARD

An award will be made to the Respondent(s) whose proposal is/are deemed most advantageous to MHACY. MHACY reserves the right to make award to one or more Respondents whichever is deemed to be most advantageous to MHACY.

Once the selections have been made as to which Respondents will be awarded the contracts, the MHACY will a post Notice of Awards on the MHACY’s website

The award documentation will subsequently be followed by contracts incorporating by reference all the

requirements, terms and conditions of the solicitation and the Respondent's proposal as negotiated. MHACY reserves the right to administer the Contract in whatever way is most advantageous taking into consideration cost effectiveness, efficiency, and practicality. MHACY further reserves the right to make a "no award" on all or any part of this Request for Proposal and to negotiate the extent of services provided (upward or downward) in any Service Area.

1.11. Intentionally Omitted.

1.12. CONDITIONS OF CONTRACT

This Request for Proposal, including all attachments, together with the Contractor's proposal response will form the entire agreement between the Contractor and MHACY. Any and all exceptions to the Sample Contract attached to this RFP should be noted in the Respondent's response to this RFP.

In the event additional services are required that have not been awarded, but are within the scope of the services described in this RFP, MHACY will have the sole and exclusive right to allocate the service to a firm under contract or seek the services on the open market, whichever is deemed to be in its best interest.

The person signing the proposal on behalf of the Respondent must be authorized to commit the Respondent in contractual matters and to conduct negotiations or on behalf of the Respondent.

SECTION 2 SCOPE OF SERVICES

The MHACY is seeking to contract for tree services for various properties it manages on an as-needed basis. The needs of the MHACY shall primarily be scheduled work. The contractor shall provide all supervision, labor, equipment, tools, supplies, fuel, and any other incidentals necessary to perform the work in full and to the satisfaction of MHACY.

2.0 WORK, EQUIPMENT & PRICING

Respondent is expected to furnish the necessary prescribed vehicles and the appropriate means for transporting all required equipment, personnel, materials and execution procedures to all identified locations.

2.1. PROPOSAL PRICE SHEET:

Respondent shall provide a price sheet with their proposal, as indicated in Section 1.5 of this RFP. The price sheet shall be in the Respondent's preferred format and shall clearly outline rates per unit of active time for equipment with operator and with ancillary materials (ex: fuel) and expenses (mobilization, insurance). If there may be a need for labor costs separate from equipment operation, Respondent shall itemize these rates. The Price Sheet must be signed. (See Section 4 of this RFP).

MHACY will include, in its evaluation for contract and project awards, the Contractor's description of the available equipment provided in the proposal to perform large and small tree removal, stump removal, disposal, tree pruning, tree trimming, tree felling, brush removal, chipping, mulching, stump grinding, and local on-site and remote off-site (generally not to exceed 15 miles outside City limits of Yonkers, NY) and hauling. Respondent's price sheet shall be clear, concise and as detailed as possible. .

Local haul shall include loading/unloading, transporting and stockpiling all materials on trailer or dump truck. Fees associated with disposal, if applicable, will be paid as an addition to the actual cost. Travel shall be the most direct route and shall begin when the crew leaves the work site and end when the crew arrives back at work site.

2.2. EQUIPMENT LIST:

Respondent shall provide a full equipment list with appropriate cost for each task required above with their proposal.

Equipment list shall include details of the equipment, quantities of each piece of equipment, and the general work the equipment is used for.

2.3. WORK HOURS:

Respondent shall clearly indicate days and times of work ("normal work hours") for all scheduled work. If

additional costs are to be incurred for days/times outside of the normal work hours, this shall be clearly indicated on the Respondent's price sheet. Scheduled work shall have a response time mutually acceptable to the MHACY and the Contractor. Submission of proposal indicates that reasonable response time will be met, however the Respondent is welcome to offer a shorter response time at their discretion.

The Contractor is expected to work with MHACY's Contract Administrator to provide a written schedule/timeline, identifying the amount of time required to complete the work and the anticipated start date.

2.4 EMERGENCY WORK:

MHACY anticipates the majority of the work performed under this contract will be of a non-emergency or scheduled nature. However the Respondent's price sheet shall reflect costs for both emergency and scheduled work.

Emergency work shall require immediate response, with mobilization and commencement of work within twenty-four (24) hours' notice. All emergency work shall be designated as such by MHACY's Contract Administrator.

2.5 PERSONNEL

The Contractor shall be responsible for having sufficient and adequately qualified personnel and equipment available throughout the contract period to perform the services. The Contractor shall be responsible for the conduct of all Contractor's and Subcontractor's personnel while at the work site.

The Contractor's and Subcontractor's personnel shall at all times communicate with MHACY, the public, landowners and citizens in a courteous and respectful manner. The Contractor's and Subcontractor's personnel shall refer all questions concerning work planned, performed or promised to MHACY's Contract Administrator. All personnel working on the job shall also wear clothing which clearly identifies them as employees of the Contractor or Subcontractor.

2.6 SUBCONTRACTORS

In the event that the Respondent desires to subcontract some part of the work specified in this solicitation, the Respondent must furnish MHACY's with the names, qualifications, and experience of the proposed material/key subcontractors and the percentage of the work under any resultant contract to be performed by each with the proposal. All subcontractors must be approved by MHACY in advance of providing service.

2.7 SAFETY STANDARDS

Respondent shall comply with all federal, state and local laws, regulations, permitting and safety standards.

2.8 CONTACT PERSON

The Contractor shall assign an individual as the Project Manager whose name and cell phone number shall be required prior to commencement of any work activities. The Contractor's Project Manager shall be responsible for assigning and coordinating work, providing status reports of all outstanding work, and handling general contract performance issues.

The Contractor's Project Manager and at least one (1) crew member on each crew shall be capable of communicating (both verbally and in writing) and comprehending the English language. Contractor's Project Manager and the designated crew member shall be capable of communicating instructions to the other crew members.

Whenever there are changes to the Contractor's Project Manager, the Contractor shall submit a new name and cell phone number to the MHACY's Contract Administrator within twenty-four (24) hours. MHACY reserves the right to request a new Contractor's Project Manager be assigned to the project(s) at any time.

MHACY reserves the right to request a change in the Contractor representative responsible for performing work if at MHACY's discretion, the assigned representative is not adequately meeting the needs of MHACY.

SECTION 3 QUALIFICATION STATEMENT

See Attachment A, Parts 1 and 2, which must be completed and included in your bid package.

SECTION 4 PRICE SHEET

Respondents are required to provide a complete fee schedule inclusive of all potential costs associated with delivering the full range of services required on its Price Sheet. The Respondent shall provide a description of the equipment and process and methods that will be employed to provide the services described in the Scope of Work Section of this RFP.

Any and all costs not specifically provided for in the proposal response will be borne by the Contractor. **FEES TO REMAIN FIRM.** Fees must remain firm for the duration of the Contract. Any and all costs not specifically stipulated will be borne by the Contractor.

ALL PRICE SHEETS MUST BE SIGNED AND CONTAIN THE FOLLOWING LANGUAGE:

The Undersigned agrees to hold its offer open for 90 days from the date of RFP opening.

Signed by: _____ Print Name _____

Name of Company or Title _____

Address _____

Telephone _____

SECTION 5 GENERAL TERMS AND CONDITIONS

1. **CONTRACT AGREEMENT:** This Request for Proposal, the Contractor's response to it and the Contract will constitute the entire agreement between the Contractor and MHACY unless mutually amended in writing. The Sample Contractual Agreement attached hereto will be used as the basis for negotiation between the Contractor and MHACY, therefore, any and all exceptions to the contract should be noted by each Respondent as part of his/her proposal response.
2. **SIGNED PROPOSAL CONSIDERED AN OFFER:** Receipt of a signed proposal is considered a binding offer by the Respondent which shall remain firm for a period of 90 days from the date of response opening. In the event of withdrawal after response opening, MHACY may take such action as it deems appropriate including legal action for damages or specific performance.
3. **PAYMENT TERMS:** All payments under the contract shall be pursuant to the detailed schedule of tasks and associated fees agreed to by the parties.
4. **CHANGES:** MHACY shall have the right, at any time, to increase or decrease the scope of work contained in this RFP to meet increased or decreased needs.

5. **AVAILABILITY OF FUNDS:** In the event that funds necessary to finance the contract become unavailable, MHACY may cancel the contract by giving seven (7) days' notice in writing and the contract will thereafter be null and void. MHACY shall be the final authority to determine whether funds are not available.
6. **NON-DISCRIMINATION:** The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State and Authority requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability. If the Contractor is found not to be in compliance with these requirements during the term of the Contract, the Contractor shall take appropriate steps to correct the deficiencies.
7. **GOVERNING LAWS:** The contract is made under and shall be governed and construed in accordance with the laws of the State of New York.

ADVERTISING: In submitting a proposal to MHACY, the Respondent agrees not to use the results of their proposal as a part of any commercial advertising without prior approval of MHACY.

8. **CONFIDENTIALITY OF PROPOSALS:** In submitting a proposal the Respondent agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of MHACY until after the award of the Contract. Respondents not in compliance with the provision may, at the option of MHACY, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
9. **RETENTION OF RECORDS:** The Contractor shall provide MHACY access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of conducting an audit or investigation into the work performed and/or charges made. The Contractor shall maintain detailed records that indicate the date, time and nature of the services rendered. The Contractor shall retain all required records for a period of three (3) years from the date they were generated. MHACY shall have the right to audit billings both before and after payment. Payment under the Contract shall not foreclose MHACY's right to recover excessive or illegal payments.
10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Respondents in preparing or submitting proposals are the Respondents' sole responsibility. MHACY will not reimburse any Respondent for any costs incurred prior to award of the Contract.
11. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Respondents shall become the property of MHACY when received.
12. **COLLUSIVE BIDDING:** The Respondent's signature on the price proposal is a guarantee that the prices quoted have been arrived at without collusion with other eligible Respondents and without effort to preclude MHACY from obtaining the lowest possible competitive price.
13. **GENERAL INDEMNITY:** The Respondent shall save and hold harmless, pay on behalf of, protect, defend, and indemnify MHACY for the entire responsibility and liability for losses, expenses, demands, actions and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of MHACY or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this RFP, by the Respondent or their employees, including losses, expenses or damages sustained by MHACY officials from any and all such losses, expenses, damages, demands and claims. The Respondent further agrees

to defend any suit or action brought against MHACY, (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. The obligations of the Respondent pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Respondent.

14. **CONFLICT OF INTEREST:** All Respondents must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of MHACY. All Respondents must also disclose in writing with their proposal the name of any employee of MHACY who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or subsidiaries. By submitting a proposal, the Respondent certifies that there is no relationship between the Respondent and any person or entity which is or gives the appearance of a conflict of interest related to this RFP and warrants that the Respondent has no interest and shall not acquire any interest, direct or indirect, that does or would conflict in any manner or degree with the performance of services required under the Contract. The Respondent shall further warrants that the Contractor will not violate the provisions of City of Yonkers or State laws by entering into the Contract.
15. **ERRORS AND OMISSIONS:** The Respondent shall not take advantage of any errors or omissions in this RFP. The Respondent shall promptly notify MHACY of any omissions or errors found in this document.
16. **INDEPENDENT INVESTIGATIONS:** MHACY reserves the right to make independent investigations as to the qualifications of the Respondent. Such investigations may include contacting existing customers. MHACY reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities or deficiencies as may be permitted by law when it is deemed that such action will be in the best interest of MHACY.
17. **REFERENCE TO OTHER DATA:** Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.
18. **NOTIFICATION OF AWARD:** After all prerequisites and specifications have been met by the Respondent and the award has been made, the successful Respondent will be notified within ten (10) working days of this award. MHACY will notify the successful Respondent in writing, either by a Letter of Award or a Purchase Order or both. **VERBAL NOTIFICATION OF THE AWARD OF THE CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.**
19. **TERMINATION FOR CAUSE:** MHACY reserves the right to terminate the Contract at any time for cause. The violation of any provision or condition contained in the Contract, or the refusal, failure, or inability to carry out any provisions of the Contract shall constitute sufficient grounds to terminate the Contract for cause. Should MHACY elect to terminate the Contract for cause, MHACY will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by MHACY.
20. **TERMINATION WITHOUT CAUSE:** MHACY may terminate the Contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.
21. **DRUG POLICY:** The Respondent certifies that it maintains a drug-free work place environment to ensure worker safety and workplace integrity. The Respondent further agrees their employees shall comply with MHACY's Drug-Free Workplace Policy.

22. **AUTHORIZED PERSONNEL:** While engaged in the performance of the services described herein, only authorized employees of the Contractor are allowed at MHACY locations where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.
23. **EMPLOYEE GUIDELINES:** The Contractor shall use only qualified personnel to provide the required services.
24. **INSURANCE COVERAGE:** During the term of the contract the Contractor shall maintain in full force and effect Worker's Compensation Employers' Liability Insurance, Comprehensive General Liability Insurance and Comprehensive Automobile Liability insurance with such terms and limits as may be reasonably associated with the Contract. MHACY will require proof of such insurance prior to Contract execution and during the term of the Contract. The insurance policies shall be endorsed to provide the Municipal Housing Authority for the City of Yonkers, its Officers, Commissioners, Agents and Employees as Additional Insured.
25. **CONTINUANCE OF WORK:** In the event Contract term expires and Contractor has not completed assignments that are underway, MHACY may, at its discretion, allow Contractor to complete those assignments if the following conditions are met:
 - a. Contractor requests to complete the assignments that are underway.
 - b. The prices in Contract remain in effect until all work is completed.
 - c. All other contractual obligations and conditions remain the same, including insurance requirements.

This provision does not apply to any continuance of work which would extend the Contract term (inclusive of any extensions by MHACY) beyond five years from the date of Contract award.

26. **STATUS OF CONTRACTOR.** The Contractor is an independent contractor performing services for the MHACY and is not an employee of the State of New York ("State"). The Contractor shall not accrue leave, retirement, insurance, bonding, use of MHACY vehicles or any other benefits afforded to employees of the MHACY by virtue of the Contract.
27. **ASSIGNMENT.** The Contractor shall not assign or transfer any interest in the Contract or assign any claims for money due or to become due under the Contract without the prior written approval of the MHACY. An approved assignment or transfer shall include a provision that binds the assignee or transferee to all terms and conditions of the Contract.
28. **SUBCONTRACTING.** The Contractor shall not subcontract any portion of the services to be performed under the Contract without the prior written approval of the MHACY.
29. **RELEASE.** The Contractor shall, upon final payment of the amount due under the Contract, release the MHACY and, its employees from all liabilities, claims and obligations arising from or under the Contract.
30. **AUTHORITY.** The Contractor agrees not to purport to bind the MHACY to any obligation not assumed in the Contract by the MHACY, unless the Contractor has express written authority from the MHACY to do so, and then only within the strict limits of that authority.
31. **AMENDMENT.** The Contract shall not be altered, changed or amended except by an instrument in writing executed by the parties.
32. **MERGER.** The Contract shall incorporate all of the agreements, covenants and understandings between the parties concerning the subject matter. No prior agreement or

understanding, verbal or otherwise, of the parties shall be valid or enforceable unless embodied in the Contract.

33. **NOTICE.** The MHACY Procurement Policy imposes civil and criminal penalties for its violation. In addition, the New York criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.
34. **Minimum Wage Rate Determination.** Purposefully omitted.