



*Growing Communities One Family At A Time  
For More Than 70 Years*

**HUNTSVILLE HOUSING AUTHORITY**

**REQUEST FOR PROPOSALS  
RFP NO. 2022-06**

**LAWN CARE AND LANDSCAPE MAINTENANCE FOR  
BUTLER TERRACE, BUTLER TERRACE ADDITION  
AND L.R. PATTON**

**PROPOSALS DUE:  
APRIL 21, 2022 @ 11:00 A.M. CST**

**BOARD OF COMMISSIONERS**

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### INTRODUCTION

Huntsville Housing Authority (hereinafter, “HHA”) is a quasi-municipal corporation authorized by the State of Alabama, Madison County, to operate in the City of Huntsville, Alabama. HHA was incorporated August 15, 1941 in order to provide safe and affordable housing for qualified low to moderate-income persons. HHA is not an agency of the City of Huntsville. HHA is governed by a five-member Board of Commissioners (Board) appointed by the mayor. The board and serves staggered five-year terms. The Board is the policy-making body of HHA. HHA employs approximately 90 full-time employees.

Currently, HHA owns and/or administers 12 individual Asset Management Projects (AMPs), comprised of 1,382 public housing units. In addition, HHA administers 1,843 Section 8/Housing Choice Vouchers (HCV), 175 Veterans Affairs Supportive Housing vouchers (VASH), 42 Shelter Plus Care (SPC) sponsor-based vouchers.

Huntsville Senior Apartments, LP has 86 Low-Income House Tax Credit units (LIHTC) of which 48 are public housing. 360 Properties Huntsville, LP is comprised of two LIHTC properties. The properties are Chestnut Glen and Legacy Hill and began occupancy in 2015. Each property has 40 public housing units and a community building which includes an apartment for the manager. 360 Properties Huntsville, LP began occupancy in August 2015.

**HHA is soliciting proposals from qualified, licensed and insured entities for the lawn care and landscape maintenance for Butler Terrace, Butler Terrance Addition and L.R. Patton communities.** Your response to the Scope of Services must be complete, as it will become part of any contractual agreement. We appreciate the investment of time and resources firms are making by participating in this process. All submitted proposals shall be evaluated for responsiveness to the requirements of the Request for Proposals (“RFP”). Those proposals not in accordance with the Request for Proposals shall be deemed non-responsive and eliminated from further evaluation.

**RFP INFORMATION AT A GLANCE**

<b>HUNTSVILLE HOUSING AUTHORITY CONTACT PERSON</b>	Ms. Tracie McCann, Procurement Officer tmccann@hsvha.org Telephone: (256) 532-5676 TDD: 1-800-545-1833, Ext. 903
<b>TITLE</b>	Request for Proposals (RFP) for Lawn Care & Landscape Maintenance for Butler Terrace, Butler Terrace Addition and L.R. Patton
<b>DATE ISSUED</b>	March 23, 2022
<b>PRE-PROPOSAL PHONE CONFERENCE</b>	<b>A No pre-proposal conference will be held for this RFP.</b>
<b>DESCRIPTION OF SERVICES</b>	Huntsville Housing Authority (HHA) is seeking proposals from professional, qualified firm, licensed and bonded entities to provide lawn care and landscape maintenance for Butler Terrace, Butler Terrace Addition and L.R. Patton
<b>PROPOSAL SUBMITTAL PROCEDURE &amp; DEADLINE</b>	<p>Sealed proposals (<b>one “marked” <u>original</u>, and <u>THREE copies of the proposal</u></b>) are due at the following location:</p> <p>Huntsville Housing Authority 200 Washington Street Huntsville, AL 35801</p> <p>The envelope must have the following notation on the bottom left-hand corner <b>“Proposal for: Lawn Care &amp; Landscape Maintenance Services for Butler Terrace, Butler Terrace Addition and L.R. Patton, April 21, 2022, at 11:00 a.m.-Enclosed.”</b></p> <p><b>CAUTION: LATE SUBMISSION WILL BE HANDLED IN ACCORDANCE WITH THE PROVISIONS IN THE INSTRUCTIONS TO PROPOSERS.</b></p>

**Deadline for Written Questions:** All questions pertaining to this Request for Proposals must be submitted in writing no later than 7 days prior to original submission deadline. Written questions may be submitted by email, to the Procurement Officer, Ms. Tracie McCann, at [tmccann@hsvha.org](mailto:tmccann@hsvha.org) or by fax to (256) 533-6344. HHA will only respond to written questions and only be bound by its response to written questions through issuing an addendum. HHA **will not** be bound by any oral answers or interpretations of the Request for Proposals.

In order to maintain a fair and impartial competitive process, **HHA must avoid private communication with the prospective proposers during the evaluation period.** The written questions will be the only opportunity for proposers to ask questions as to form and content. All addendums will be available on HHA’s website at [www.hsvha.org](http://www.hsvha.org).

*Please respect this policy and do not attempt to query HHA personnel or members of its Board of Commissioners regarding this RFP except through written questions submitted in the manner and within the time frame indicated above.*

## I. HHA'S RESERVATION OF RIGHTS:

- A. **Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process and proposals received, or to terminate the RFP process at any time, if deemed by the HHA to be in its best interests. Submissions received after the deadline will not be considered. An Offeror submitting a late proposal shall be so notified.
- B. **Right to Not Award.** Not to award a contract pursuant to this RFP.
- C. **Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the Contractors.
- D. **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 RFP.
- E. **Right to Retain Bids.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HHA's Executive Director (ED), who serves as the Contracting Officer (CO).
- F. **Right to Negotiate.** Negotiate the fees proposed by the proposing entity.
- G. **Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- H. **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- I. **Prohibit Participation.** The HHA shall reserve the right to at any time during the RFP 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 [ha.economicengine.com](http://ha.economicengine.com) Internet System (hereinafter, the "noted Internet System" or the "System") or the HHA Website 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 noted Internet System, 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 HHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HHA, but not the prospective proposer, of any responsibility pertaining to such issue.

## II. SCOPE OF WORK (SOW) TECHNICAL SPECIFICATIONS

Huntsville Housing Authority is requesting proposals from qualified, licensed and insured entities to provide lawn care and landscape maintenance services at Butler Terrace, Butler Terrace Addition and L.R. Patton. Although HHA has attempted to identify all of its needs; the following scope of services may or may not be all-inclusive.

### A. Description of Sites

- 1. Butler Terrace and Butler Terrace Addition (206 Seminole Drive, Huntsville, Alabama) consist of 252 apartments. (*approx. acreage, including building footprint 29.55*)
- 2. L.R. Patton and Addition (206 Seminole Drive, Huntsville, Alabama) consist of approximately 100 apartments. (*approx. acreage, including building footprint 10.21*)

**B. On-going Mowing Services**

1. All lawn areas shall be cleared of litter and debris such as paper, plastic containers, cans, glass containers, and tree debris before and/or after mowing. Debris will be removed from lawn at least once a week during non-mowing season. Due to severe weather conditions, tree debris will be removed starting on the next workday throughout the term of the contract. The contractor shall dispose of litter and debris collected off-site.
2. All personal items on lawn areas shall be reported to HHA officials prior to cutting grass.
3. All turf grass shall be cut no lower than two (2) inches each cycle.
  - a. Edge all perimeter lawn areas adjacent to paved surfaces or structural edges such as sidewalks, walkways, driveways, parking lots, curbing, headers and retaining walls with a gas-operated edger with metal blades, or like equipment. *Each cycle*
  - b. Trim all lawn areas around trees, bed edges, fences, posts, walls, buildings, irrigation heads, sidewalks and porches, clothesline poles, on the fences, garbage can holders, power poles, shrubbery, trees, and other obstacles where mowers and edger cannot be used. Special care shall be taken to prevent unnecessary injury or damage to any plant material such as flowers, small tree trunks or shrubs. *Each cycle*
4. Clean all clippings and trimmings from mowing, edging and trimming by sweeping, vacuuming and/or machine blowing from sidewalks, driveways, parking lots, curbs steps, decks, courts and other paved areas. Also clean all clippings and trimmings from lawn areas. *Each cycle*

**C. On-going Pruning, Shearing and Trimming of Trees, Bushes and Groundcovers, etc.**

1. Groundcovers and vines shall be sheared and edged as necessary in a uniform manner to maintain neat, clean edges, surfaces and overall appearance. HHA shall specify which vines shall be pruned to prevent growth over the plants or structures.
2. Shrubs and hedges shall be pruned and sheared to consistently maintain optimum shape and size according to the individual potential for each type of plant variety.
3. Pruning of plants that overhang curbs, sidewalks, passageways, patios, balconies, fences, air conditioning units, and parking areas shall be addressed when necessary. All trimmings and clippings shall be collected and disposed of after each trimming cycle.

**D. Spring and Fall Clean-Up**

1. Leaves are to be removed from grounds by either raking and/or vacuuming from the first fall of leaves until completely removed. Mechanical mulching of leaves is allowable as an option in lieu of removal.
2. Includes trash-pick up, branches, and other debris from under trees, shrubs, and grass areas throughout the development. Debris will be removed from lawn at least once a week during non-mowing season.

**E. Lawn and Bed Inspection**

1. Health and vigor of landscape areas including trees, shrubs, ground covers, lawn, and planting beds shall be monitored through regular inspections to identify problems that may require attention. The contractor shall be responsible for maintaining landscapes. Some common problems, which may require additional services to maintain a healthy landscape, are as follows:
2. *Weeds Control:* Chemical weed control shall be performed where necessary and practical for eradicating existing weed and controlling germination of potential weeds in lawns, planting beds, and pavement joints. Pre-emergent such as Balan, Betasan, Dacthal, Princep and Sulfa shall be used to inhibit weed seed germination. Post emergent such as Roundup, 2,4-D, MSMA, DSMA and Mecoprop shall be used to eliminate existing crabgrass, dallisgrass, dandelion, henbit, Johnson grass, nut grass, oxalis, poa annua, purslane, spruge, thistle and other broadleaf weeds and unwanted grasses from planting beds and lawns. Weed control shall be used cautiously as to not be applied to surrounding plants, grass, or shrubbery.
3. *Lawn and Plant Bed Restorations:* Damaged to landscape should be documented and reported to the property site manager. All holes shall be filled using materials supplied by HHA. All established beds should be re-mulched at least two times a year with up to two (2) inches of like mulch.
4. *Irrigation:* Contractor will monitor irrigation systems to ensure turf areas and planters are receiving a healthy supply of water. Contractor will report all damage of irrigation system to management. All repairs and or modifications must be approved by HHA.
5. *Pets:* Contractor will report any issue with pets waste to management.

**F. Contractor's responsibilities of Equipment and Labor**

1. **Equipment, Supplies, Materials:** The Contractor shall furnish all equipment, tools, transportation, supplies, insurance, taxes, licenses, permits, and labor. **No cost** may be billed as an extra cost. All labor and materials (except as noted) shall be provided by the contractor.
2. **Staff & Responsibilities:** Sufficient staff shall be permanently assigned to the contract to meet the agreed upon work scheduled. All assigned staff shall have two years minimum job experience. Contractor shall designate an assigned foreman to the project as his representative with whom the Supervisor of Building and Grounds or his/her designee can communicate on a regular basis pertaining to the contract services. The assigned foreman shall check with the HHA representative upon each visit when performing services. Their communication shall include:
  - a. A detailed and dated list of services to be performed during each visit so that work may be verified as complete.
  - b. A detailed and dated summary of problems encountered during service performance and recommended solutions.
  - c. The contractor shall supervise and direct the work and his employees and be solely responsible for all techniques, procedures, coordination of services, and actions by his employees. Contractor service personnel shall maintain a neat appearance in company identifiable uniforms.

- d. The contractor shall be responsible for all damage done by his equipment and personnel. The contractor shall be liable for any and all damage to property of municipal utilities, residents or HHA, which may result from the performance of lawn care services. Any damage shall be reported immediately to the Supervisor of Building and Grounds so, if necessary, a work order may be issued and the cost is billed back to the contractor for payment. Any unpaid costs for damages will be deducted from the contract invoice payment in the month following the damage incident. Damage by contractor and service personnel to any lawn care area shall be repaired and fully restored without cost to municipal utility, resident or HHA.
  - e. The contractor shall thoroughly clean all physical areas on which work is done or which are affected by the work. This shall be done on a daily basis after the work is complete. The contractor shall remove and transport from the site all trash, debris, scrap, waste and other material resulting from contract service.
3. **Safety:** The contractor shall, at all times, ensure that all work provided by the contractor complies with all local, State and Federal rules pertaining to work place safety; meaning, the contractor shall, at all times, conduct business in such a manner as to protect its workers, HHA residents, HHA staff, and the public.
- a. Contractor shall have full and sole responsibility to correct any such condition found unsafe by any authorized entity (including the HHA), and, if such unsafe conditions result to any group named within this section, shall have full and sole responsibility to compensate such persons if so ordered by an authorized agency or a court having jurisdiction.
  - b. Contractor shall only use equipment in compliance with all current applicable safety rules and regulations.
  - c. Contractor shall be responsible for maintaining all equipment in a safe working condition at all times.
  - d. Contractor shall be responsible for warning people in the immediate area where work is commencing of the danger of remaining in the work area.

**G. Additional Potential Labor that may be required**

At some point during the contract period HHA may require the contractor to provide the following services (or other additional services HHA deem necessary). HHA will dictate the days and times of such services, if retained. The contractor will provide the services at the Additional Labor Rates detailed within the contractor's proposal.

- 1. **Pruning and Tree Trimming:** Pruning of shrubs/trees (horizontal growth that exceeds 6' in height) on property and disposal of ensuing materials.
- 2. **Task Order Basis:** HHA will only order additional services by use of a Purchase Order (PO) Agreement after obtaining quotes for the work needing to be done.

## H. Work Scheduling, Inspection and Payment

1. **Work Scheduling:** Unless specifically authorized by HHA in writing, work shall be limited to a maximum of ten work-hours per day beginning no earlier than 8:00 A.M. The workdays shall be limited to Monday through Saturday.

Work will be coordinated verbally with the contractor and followed-up, if necessary, with written communication. The contractor shall contact the Property Management team at least twice each week to coordinate the work schedule. The Contractor shall provide a schedule of services to be provided monthly. HHA Contracting Officer, or his designee and the Contractor shall negotiate service functions and frequency prior to bid award. The Schedule shall address the frequency of the following duties:

Mowing	7-Day Cycle ( <i>When weather dictates lawns may need to be cut more frequently during the rainy season</i> )
Removing Debris	7-Day Cycle ( <i>During non-mowing season once per cycle, First part of work week is our preferred start time</i> )
Cleaning Walks & Curbs	Each Cycle
Lawn and Bed Inspection	Each Cycle
Edging	Each Cycle
Pruning	Each Cycle
Trimming	Each Cycle
Hard Surface Weed Control	Each Cycle
Spring/Fall Clean-Up ( <i>Leaf Removal</i> )	September – January

2. **Inspections:** The Management or designee shall inspect all work each cycle. The attached Quality Control Sheet and Lawn Care Site Inspection Form (**Exhibit 1**) shall be completed and signed off on by all parties, verifying that all work has been satisfactorily completed for this cycle before the invoice is paid. The Contract Administrator (Site Manager or Designee) shall also submit monthly a Contractor Performance Rating Form (**Exhibit 2**) to HHA's Procurement Officer evaluating the contractor's monthly performance.
3. **Payment of Invoices:** Payment will be made on each invoice received from the contractor, at least once every thirty (30) day period, net 30 days from the date invoice is received.

## III. PROPOSAL FORMAT

HHA intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that HHA will, as detailed below consider factors other than just cost in making the award decision). Therefore, so that HHA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by numbered index dividers (*numbered dividers shall extend so that each tab can be easily located without opening the proposal*). Each category must also be labeled with the corresponding tab reference noted below. None of the proposed services may conflict with any requirement HHA has published herein or has issued by addendum.



**A. Tabbed Proposal Submittal**

Tab No.	Description
1	<b>Form of Proposal:</b> This one-page form must be fully completed, executed where provided thereon, and submitted under this tab as a part of the proposal submittal. ( <i>Attachment A</i> )
2	<b>Proposed Services:</b> As more fully detailed within <i>Scope of Work / Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation providing: <ul style="list-style-type: none"> <li>• <b>Letter of Intent</b>-Provide a cover letter transmitting the response, introducing the respondent's company and expressing interest in providing services to HHA.</li> <li>• <b>Service Approach</b>-Provide an overview of the approach your company intends to take in completing the Scope of Services</li> </ul>
3	<b>Demonstrated Understanding of the Requirement:</b> <i>Evaluation Factor No. 2</i> , herein, the proposers provide an overview of the approach your firm intends to take in completing the Scope of Services. Respondents are encouraged to be as specific in their submissions as possible to demonstrate an understanding of the objectives of HHA.
4	<b>Appropriateness of the Technical Approach:</b> <i>Evaluation Factor No. 3</i> , herein the proposer's Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the proposer's proposed <b>Work Plan</b> to provide the required services. <ul style="list-style-type: none"> <li>• How staff are retained, screened, and trained;</li> <li>• The proposed quality control program;</li> <li>• A complete description of the products and services the company provides</li> </ul>
5	<b>Technical Capabilities:</b> <i>Evaluation Factor No. 4</i> , herein, the proposer's Technical Capabilities (in terms of personnel, equipment, and materials) and Management Plan (including staffing of key position, method of assigning work, and procedures for maintaining level of service, etc.).
6	<b>Demonstrated Experience/Demonstrated Successful Past Performance:</b> <i>Evaluation Factor No. 5</i> , herein, the proposer's demonstrated experience in performing similar work and the proposer's demonstrated successful past performance (including schedules and performance requirement) of contract work substantially similar to that required by this RFP. <ul style="list-style-type: none"> <li>• How staff are retained, screened, and trained.</li> <li>• The proposed quality control program.</li> <li>• Explanation and copies of forms that will be used and reports that will be submitted, (if applicable) and the method of such reports (i.e., written, fax, Internet, etc.); and</li> <li>• A complete description of the products and services the company provides.</li> </ul>
7	<b>Managerial Capacity/Financial Viability:</b> The proposer must submit 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 the <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.

8	<p><b>Client Information/References:</b> 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 in the RFP. The listing shall at a minimum include:</p> <ul style="list-style-type: none"> <li>• <b>Client's name</b></li> <li>• <b>Client's contact name</b></li> <li>• <b>Client's telephone number</b></li> <li>• <b>Brief description and scope of the service(s) and the dates the services were provided.</b></li> </ul>
9	<p><b>Certification Forms and Affidavits:</b> These forms are attached and are part of the RFP documents. These forms must be fully completed, executed, and submitted under this tab as part of the proposal submittal.</p> <ul style="list-style-type: none"> <li>• <b>Profile of Firm Form</b> (<i>Attachment B</i>)</li> <li>• <b>Form HUD-5369-C</b> Certifications and Representations of Offerors, Non-Construction Contract (<i>Attachment C</i>)</li> <li>• <b>Form HUD-92010</b> Equal Employment Opportunity Certification (<i>Attachment D</i>)</li> <li>• <b>Form HUD-50070</b> Certification of a Drug-Free Workplace (<i>Attachment E</i>)</li> </ul>
10	<p><b>Proposal Cost/Fees:</b> Proposers shall provide a firm total cost along with a detailed itemized breakdown of total cost. Please show all expected expenditure to include travel, service listed below and any other required expenses. Total cost must be all-inclusive.</p>
11	<p><b>Section 3 Compliance Agreement:</b> Huntsville Housing Authority works diligently to comply with the requirements of the Department of Housing and Urban Development's (HUD) Section 3 regulation (24 CFR Part 75). Consistent with 24 CFR Part 75, as a recipient of HUD funding, HHA requires fulfillment of Section 3 obligations on all contracts that make use of that assistance. These policies are implemented regardless of the contract amount or whether it is designated as construction. HHA works to ensure the provision of employment, training, contracting, and other economic opportunities to its residents and other low-income persons. In doing so, the HHA utilizes Section 3 as a means of promoting its mission of offering supportive services that foster stability and self-sufficiency. The contractor and any subcontractor(s) shall electronically provide to HHA documentation of their good faith efforts to comply with the contract and workforce participation goals of this project. This would include but not be limited to weekly certified payroll, report total number of all labor hours worked, subcontract awards, and contract/subcontract payments. All information shall be provided through ePrismSoft, a web-based compliance tracking system. (<i>Attachment F</i>)</p>
12	<p><b>Section 3 Business Concern (if applicable):</b> For any proposer claiming a Section 3 Business Concern, he/she shall under this tab include the fully completed and signed Section 3 Business Concern Certification Form attached hereto as (<i>Attachment G</i>).</p>
13	<p><b>Other information (optional):</b> Include additional information, which may be helpful to the Evaluation Committee in evaluating your firm's qualifications, including peer reviews or any disciplinary action received within the past three years.</p>
<p>If <b><u>no information</u></b> is to be placed under any of the above noted tabs (<i>especially the "Section 3 Business Preference and Optional" tabs</i>), please place thereunder a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <b><u>DO NOT</u></b> eliminate any of the tabs.</p>	

- B. Proposal Submittal Binding Method:** It is preferable and recommended that the proposer bind one **original** proposal submittal in such a manner that HHA can, if needed, remove the binding (i.e., “comb-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.
- C. Entry of Proposed Fees:** The proposed fees shall be submitted by the proposer and received by HHA within the tabbed proposal. Proposers shall provide a firm total cost along with a detailed itemized breakdown of total cost. Please show all expected expenditure to include all anticipated travel, service listed below and any other required expenses. Total cost must be all-inclusive.

Unless otherwise stated, the proposed fees submitted by each proposer are inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the HHA; etc.

**D. Additional Information Pertaining to the Pricing Items**

- 1. Quantities:** As may be further detailed herein, HHA does not guarantee any minimum or maximum amount of work in addition to the firm fixed price as a result of any award ensuing from this RFP. If additional services are needed, HHA shall retain the right to order from the contractor (successful proposer), on an purchase order basis, any amount of services HHA requires.
- 2. Pertaining to the Additional Potential Services:** These Pricing Items are for work that HHA may require that is not already specifically identified.
- 3. Price Escalation.** At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar (a) State of Alabama Prevailing Wage Rates, (b) Davis-Bacon Wage Rates, or (c) HUD Maintenance Wage Rate Determination (MWRD) for HHA (either used at HHA’s discretion). For example, if, at the end of the first contract period the listed Prevailing/Davis-Bacon/MWRD wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will be entitled to a 5% increase in the labor rates that he/she submitted in response to this RFP. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.
  - a. Notification Must Be Received From the Contractor:** The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.
- 4. No Retainer.** HHA will NOT pay any retainer fees as a result of award of the ensuing contract.

5. **Davis-Bacon (D/B) and/or State Prevailing Wage Rates:** As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), HHA needs the successful proposer to provide services that require the successful proposer to pay Davis-Bacon or State Prevailing Wages Rates for a specific task order pertaining to the ensuing contract, then to compensate the successful proposer for any amount that the applicable Davis-Bacon or State Prevailing Wage Rates are greater than the applicable fees listed within those Pricing Items, HHA shall:
- a. Ascertain the applicable hourly wage rate(s), as listed within the contract, that applies.
  - b. Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies.
  - c. Ascertain the difference between the two rates, which amount the HHA will pay to the successful proposer for that task order only.
- 1) **Locating Applicable Wage Rates:** If the currently known work pertaining to this RFP is maintenance-related rather than construction-related, accordingly, there is not a D/B or State Wage Rate General Decision attached to this RFP. If, as detailed within 2 CFR 200.317-200.326, HHA is required to pay Davis-Bacon wage rates (for all “construction contracts in excess of \$2,000”), and for similar State requirements, HHA will then issue a General Decision as it applies to that work. Current Davis-Bacon wages rates may be viewed by following the following listed steps:

Step No.	Description
1	Enter <a href="http://www.wdol.gov/dba.aspx">http://www.wdol.gov/dba.aspx</a> in the Internet navigation bar
2	Enter a County
3	Construction Type: Enter “Residential” or “Building”
4	WD Number: Leave “Default Number”
5	Click on “Search”
6	View the wage rate applicable to the service(s)

6. **HUD Maintenance Wage Rates Determination (MWRD):** HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), HHA must ensure that contractors do not pay its employees that perform such work for HHA at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a bid, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than the required wage rate. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2, the contractor will not be required to submit certified payrolls; however, the contractor must make its payroll records available to either HHA 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. **Contractor must report total number of hours worked per invoice for Section 3 Compliance.**
  7. **IMPORTANT NOTICE!!! Entry of Costs.** Except as provided for otherwise (e.g. a "No Charge" option), proposers must submit, where provided within Proposal Cost Form a realistic cost for each and every Pricing Item.
- E. **Proposal Submission:** All proposals must be submitted and time-stamped received in the designated HHA's office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of **ONE (1) signature hard copy (marked "ORIGINAL") and THREE (3) exact copies (each of the 4 separate proposal submittals shall have a cover and extending tabs) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:**

**Huntsville Housing Authority  
200 Washington Street  
Huntsville, Alabama 35801**

The package exterior must clearly denote the RFP number and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted.

1. **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 HHA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, HHA decides that any such entry has not changed the intent of the proposal that HHA intended to receive, HHA may accept the proposal and the proposal shall be considered by HHA as if those additional marks, notations, or requirements were not entered on such.
2. **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 HHA, including the RFP document, and the documents listed within the RFP, 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 all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the Contracting Officer to exclude any of HHA requirements contained within the documents may cause that proposer to not be considered for award.

**F. Proposer's Responsibilities--Contact with HHA:** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the Procurement Officer (PO) only. Proposers must not make inquiry or communicate with any other HHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for HHA to not consider a proposal submittal received from any proposer who may have not abided by this directive.

1. **Addendums:** All questions and requests for information must be addressed in writing to the PO. The PO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e., firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the PO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between HHA 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 PO—it simply means that other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the PO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the PO may more fairly respond to all prospective proposers in writing by addendum.

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

1. Within **2 CFR § 200.321** it states:
  - a) (e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
  - b) (1) The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
  - c) (2) Affirmative steps shall include:
    - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    - (iii) 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;
    - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
    - (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.

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

- a) 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.
- b) 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. Within our **Agency Procurement Policy**, it states that our Agency will:

a) **Assist Small and Other Business, Required Efforts:**

- Including such firms, when qualified, on solicitation mailing lists;
- Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 75 (so-called Section 3 businesses); and
- Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

- b) **Requirements.** Accordingly, please see document regarding Equal Employment Opportunity detailing this information. Proposers must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

**H. ~~Pre-proposal Conference:~~** If a scheduled pre-proposal conference identified on Page 2 of this document is held, it is pursuant to HUD regulation, not mandatory. Many prospective proposers have previously responded to an RFP with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference HHA will conduct an overview of the RFP documents, including the attachments. Prospective proposers may also ask questions, though the PO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the RFP documents, attendees should bring a copy of the RFP documents to this conference; however, HHA will not distribute at this conference any copies of the RFP documents.

**1. ~~General Directions to the Pre-proposal Conference (if applicable):~~**

- ~~➤ I-565 West to Huntsville, AL~~
- ~~➤ Travel to Exit 19 C (Washington Street, Jefferson Street, Downtown Left turn lane). Travel over I-565 straight continue on to Jefferson Street Exit~~
- ~~➤ Continue straight 1 block (pass thru intersection of Holmes Street)~~
- ~~➤ Turn Left Clinton Avenue West, Travel 1 block West to Washington Street~~
- ~~➤ Turn Left on Washington Street~~
- ~~➤ Travel 1 block North on Washington Street to the corner of Washington Street and Holmes Avenue~~
- ~~➤ HHA Administrative Office (200 Washington St. and Holmes Ave.)~~
- ~~➤ (Gray 2-story building with blue roof and shutters)~~

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

Attachment	Attachment Description
<b>A</b>	Form of Proposal
<b>B</b>	Profile of Firm Form
<b>C</b>	form HUD-5369-C, <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
<b>D</b>	form HUD 92010, <i>Equal Employment Opportunity Certification</i>
<b>E</b>	form HUD 50070 <i>Certification of a Drug-Free Workplace</i>
<b>F</b>	Section 3 Compliance Agreement
<b>G</b>	Section 3 Business Concern Form (if applicable)
<b>H</b>	form HUD-5369-B, <i>Instructions to Offerors, Non-Construction</i>
<b>I</b>	HHA <i>Supplemental Instructions to Proposers &amp; Contractors (SIPC)</i>
<b>J</b>	HHA Sample Contract Form (Please note the contract and any noted appendices are samples only—the HHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HHA feels that it is in its best interests to do so)
<b>K</b>	form HUD-5370-C, <i>General Conditions for Non-Construction Contracts Section I and Section II (With or without Maintenance Work)</i>
<b>L</b>	24 FR Part 75 <i>Section 3 Regulations</i>



#### IV. PROPOSAL EVALUATION:

- A. Evaluation Factors:** The following factors will be utilized by HHA 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:

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	10	Objective	The <b>PROPOSED COSTS</b> the proposer proposes to charge HHA
2	20	Subjective (Technical)	The proposer's <b>DEMONSTRATED UNDERSTANDING of the REQUIREMENT</b> . Provide an overview of the approach your company intends to take in completing the Scope of Services. Respondents are encouraged to be specific in their submissions to demonstrate an understanding of the objectives of HHA.
3	20	Subjective (Technical)	The <b>APPROPRIATENESS of the TECHNICAL APPROACH</b> include labor categories, estimated hours and skill mix; and the <b>QUALITY of the SERVICES PROPOSED</b> .
4	25	Subjective (Technical)	<b>APPROPRIATENESS</b> of the <b>TECHNICAL CAPABILITIES</b> in terms of personnel, equipment and material; and the <b>MANAGEMENT PLAN</b> including staffing key positions, method of assigning/scheduling work for maintaining a consistent level of service, etc.; show the ability to provide the services detailed herein.
5	15	Subjective (Technical)	<b>DEMONSTRATED EXPERIENCE / SUCCESSFUL PAST PERFORMANCE</b> in performing contract work substantially similar to the scope of service requirements within this RFP verified by reference checks or other means. This may include schedules and performance requirements.
6	10	Subjective (Technical)	The <b>OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF PROPOSAL</b> based upon the opinion of the evaluators.
	100		<b>Total Points</b>

#### B. Evaluation Method:

- Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). HHA reserves the right to reject any proposals deemed by HHA not minimally responsive (HHA will notify such firms in writing of any such rejection).
- Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents:
  - Instructions to Evaluators;
  - Proposal Tabulation Form;
  - Written Narrative Justification Form for each proposer;
  - Recap of each proposer's responsiveness;
  - Copy of all pertinent RFP documents.
- Evaluation Committee:** HHA 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 RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP 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 RFP. The Procurement Office is the only person at HHA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

4. **Evaluation:** The Procurement Officer will evaluate and award points pertaining to Evaluation “Objective” Factor(s). The appointed evaluation committee, independent of the Procurement Officer or any other person at HHA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation “Subjective” Factor(s). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Procurement Officer.
5. **Potential "Competitive Range" or “Best and Finals” Negotiations:** HHA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the HHA in a timely manner as possible.
6. **Determination of Top-ranked Proposer:** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the Procurement Officer to determine the final rankings, which is typically forwarded by the Procurement Officer to the Executive Director/CEO, Contracting Officer (ED) for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to Huntsville Housing Authority Board of Commissioners (Board) at a scheduled meeting for approval.
  - a) **Minimum Evaluation Results:** To be considered to receive an award a proposer must receive a total calculated average in the competitive range.
  - b) **Ties:** In the case of a tie in points awarded after best and final negotiations, 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.”
7. **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:
  - Which proposer received the award;
  - Where each proposer placed in the process as a result of the evaluation of the proposals received;
  - The cost or financial offers received from each proposer;
  - Each proposer’s right to a debriefing and to protest.
8. **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 the HHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HHA evaluation committee.

## V. CONTRACT AWARD:

1. **Contract Award Procedure:** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:
  - a) 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 RFP as issued by HHA. The contract shall not require the HHA to pay interest or fees for late payment.

2. **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by HHA pursuant to this RFP:
  - a) **Contract Form:** HHA will not execute a contract on the successful proposer's form-- contracts will only be executed on HHA's form (please see Sample Contract, Attached), and by submitting a proposal the successful proposer agrees to do so (Please note that HHA reserves the right to amend this form as HHA deems necessary.) However, HHA will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for HHA to do so; but the failure of HHA to include such clauses does not give the successful proposer the right to refuse to execute HHA's contract form. It is the responsibility of each prospective proposer to notify HHA, 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. HHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by HHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.
  - b) **Assignment of Personnel:** HHA shall retain the right to demand and receive a change in personnel assigned to the work if HHA believes that such change is in the best interest of HHA and the completion of the contracted work.
  - c) **Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (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 HHA, 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.
3. **Contract Period:** HHA anticipates that it will initially award a contract for the period of 1 year with the option, at HHA's discretion, of 4 additional one-year option periods, for a maximum total of **5 years**.
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 (*NOTE Each of the following insurance coverage shall cover both the Contractor and the temporary employee:*)
  - a) **Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier policy in an amount to be determined upon an award of a contract;
  - b) **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming HHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of HHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, 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 (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;
  - c) **Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (if applicable) in an amount to be determined upon an award of a contract;

- d) **Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage policy in an amount to be determined upon an award of a contract.
  - e) **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 Huntsville, Alabama, the County of Madison, and/or the State of Alabama.
5. **Right To Negotiate Final Fees:** HHA shall retain the right to negotiate the amount of fees that are paid to the successful proposer/s, meaning the fees proposed by the top-rated proposer may, at HHA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after HHA has chosen a top-rated proposer. If such negotiations are not, in the opinion of the ED successfully concluded within 5 business days, HHA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. HHA shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e., top-rated first, then next-rated following, until a successful negotiation is reached).
6. **Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws and regulations.