



# **REQUEST FOR PROPOSALS (RFP)**

**NO. GA-011-2021-07**

*Plumbing Services*

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## 1.0 INTRODUCTION

The Housing Authority of the City of Decatur, GA (hereinafter, “DHA”) was established in 1938 under the laws of the State of Georgia. DHA is a quasi-governmental agency, separate and distinct from the general city or county government.

The primary role of DHA is developing and managing quality affordable housing for low to moderate income families. Over the years, DHA has expanded its focus to include the revitalization of the Decatur community through the renewal and redevelopment of substandard housing, as well as improving facilities in the downtown area. DHA operates several programs to assist low to moderate income families with quality affordable housing alternatives.

- **Section 8 Project Based Rental Assistance (PBRA) Housing** – Families pay 30% of adjusted income towards rents and utilities in DHA’s 400 apartments located in Decatur.
- **Section 8 Housing Choice Vouchers (HCV)** – Families pay 30% of adjusted income for rent and utilities in private rental housing located in the metro area. Section 8 HCV – 868 units and 280 portables.
- **Workforce Housing** – DHA and its related non-profit, develops, owns, and operates Owned Workforce Housing – 81 units.
- **Low Income Housing Tax Credit (LIHTC) Housing** – DHA has developed several LIHTC units as all the 400 PBRA units above are LIHTC units. In addition, DHA has 37 more LIHTC units that are not assisted under PBRA. Families pay a reduced rental level that is based on 50% or 60% of Area Median Income.
- **Homeownership** – DHA has developed and rehabilitated numerous homeownership and condominium units since 2000. Ownership – 146 units.

DHA has a professional management and maintenance team and administers an annual budget more than \$16 million, which includes capital outlays for comprehensive improvement. Funding sources include the U.S. Department of Housing and Urban Development (HUD), retail income, and limited other income. As one of the largest providers of affordable housing in Decatur, DHA has extensive experience in the management and development of residential rental property.

In keeping with its mandate to provide efficient and effective services, DHA is now soliciting proposals from qualified, licensed, and insured entities to provide Carpet Cleaning services for our properties. All proposals submitted in response to this solicitation must conform to all requirements and specifications outlined within this document and any designated attachments in its entirety.

**2.0 RFP INFORMATION AT A GLANCE – Table 1**

<b>TABLE ITEM DESCRIPTION</b>	<b>DETAILED INFORMATION</b>
<b>CONTACT PERSON</b>	<ul style="list-style-type: none"> <li>• Lawton Jones, Technical Services Director</li> <li>• NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “CO” shall be a reference to Mr. Jones</li> </ul>
<b>HOW TO OBTAIN THE RFP DOCUMENTS</b>	<ul style="list-style-type: none"> <li>• To access the RFP Documents, go to the Decatur Housing Website which is <a href="http://www.decaurhousing.org">www.decaurhousing.org</a></li> <li>• Proceed to the left navigation panel and click on “Contracting Proposals”</li> <li>• Click on the applicable RFP or RFQ document</li> <li>• Be sure to download all applicable forms and documents</li> <li>• If you have any problems accessing the documents, please contact Karen Atchley at 404-270-2108</li> </ul>
<b>PRE-CONFERENCE MEETING</b>	<ul style="list-style-type: none"> <li>• No pre-conference meeting will be held for this RFP.</li> </ul>
<b>DEADLINE TO SUBMIT QUESTIONS</b>	<ul style="list-style-type: none"> <li>• The deadline to submit questions for this RFP will be <b>Friday, October 8<sup>th</sup>, 2021, by 3:00 p.m.</b></li> <li>• Answers to all questions will be posted on the DHA website no later than <b>Monday, October 11<sup>th</sup>, 2021, by 3:00 p.m.</b></li> </ul>
<b>HOW TO FULLY RESPOND TO THIS RFP WHEN SUBMITTING A PROPOSAL</b>	<ul style="list-style-type: none"> <li>• As instructed within Section 5.3 of this RFP Document, please submit <b>(1) ORIGINAL</b> copy and <b>(3)</b> copies of the original to: Decatur Housing Authority, Attention: Lawton Jones, 750 Commerce Drive, Decatur, GA 30030</li> <li>• On the outside of the envelope be sure to write down the number and name of this RFP.</li> <li>• Be sure that all required forms are executed and notarized (if necessary)</li> <li>• Be sure that all required forms have been included with your proposal</li> </ul>
<b>PROPOSAL SUBMITTALS DUE DATE</b>	<ul style="list-style-type: none"> <li>• Proposals must be submitted by <b>Friday, October 15<sup>th</sup>, 2021, by 3:00 p.m.</b></li> <li>• Send to: Decatur Housing Authority, Attention: Lawton Jones, 750 Commerce Dr., Suite 400, Decatur, GA 30030</li> <li>• <b>NOTE:</b> Hard copies of the proposal <b>must be</b> received in-hand and time-stamped by DHA no later than 3:00 p.m. EST on the date provided above or the proposal will not be considered a valid submission.</li> </ul>
<b>DHA EVALUATION TIMELINE</b>	<ul style="list-style-type: none"> <li>• Evaluations of the proposals will take place between, <b>Monday, October 18<sup>th</sup> and Friday, October 22<sup>nd</sup>, 2021.</b></li> </ul>
<b>POTENTIAL INTERVIEWS</b> – if needed, will take place during this time	<ul style="list-style-type: none"> <li>• Interviews will take place between, <b>Monday, October 25<sup>th</sup> thru Friday, October 29<sup>th</sup>, 2021</b></li> </ul>
<b>PROPOSAL AWARD DATE</b>	<ul style="list-style-type: none"> <li>• The selected contractor will be awarded on <b>Friday, November 5<sup>th</sup>, 2021</b></li> </ul>

**3.0 THE AUTHORITY RESERVES THE RIGHT TO:**

**3.1 RIGHT TO REJECT, WAIVE, OR TERMINATE THE RFP**

Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by DHA to be in its best interest.

**3.2 RIGHT TO NOT AWARD**

Not award a contract pursuant to this RFP.

**3.3 RIGHT TO TERMINATE**

Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).

**3.4 RIGHT TO DETERMINE TIME AND LOCATION**

Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.

**3.5 RIGHT TO RETAIN PROPOSALS**

Retain all proposals submitted and not permit withdrawal for a period of 60 days after the deadline for receiving proposals without the written consent of CO.

**3.6 RIGHT TO NEGOTIATE**

Negotiate a fee structure with the selected firm.

**3.7 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.

**3.8 NO OBLIGATION TO COMPENSATE**

Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

**3.9 RIGHT TO PROHIBIT**

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 downloading an electronic RFP, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document 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 DHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve DHA, but not the prospective proposer, of any responsibility pertaining to such issue.

- 4.0 PROPERTY INFORMATION** – Decatur Housing Authority is seeking qualified Plumbing Services Contractor(s) on an as needed basis as it pertains to emergency and non-emergency plumbing repairs and installations. DHA intends to use multiple contractors in case of emergencies, where primary contractor is not available. This is a listing of DHA’s current properties, but this contract will also include all future properties

<b>PROPERTY NAME &amp; DESCRIPTION</b>	<b>PHYSICAL BUILDING ADDRESSES</b>
<b>Swanton Heights</b> <ul style="list-style-type: none"> <li>Community Center and Laundry Facility</li> </ul>	<ul style="list-style-type: none"> <li>481 Electric Avenue, Decatur, GA 30030</li> </ul>
<b>Swanton Heights – Phase 1</b> <ul style="list-style-type: none"> <li>4 Residential Buildings – total of 29 units</li> </ul>	<ul style="list-style-type: none"> <li>320 Robin Street</li> <li>420 Electric Avenue</li> <li>427 Electric Avenue</li> <li>450 Electric Avenue</li> </ul>
<b>Swanton Heights – Phase 2</b> <ul style="list-style-type: none"> <li>5 Residential Buildings – total of 29 units</li> </ul>	<ul style="list-style-type: none"> <li>244 Robin Street</li> <li>1510 Commerce Drive</li> <li>1520 Commerce Drive</li> <li>1530 Commerce Drive</li> <li>1540 Commerce Drive</li> </ul>
<b>Swanton Heights – Phase 3</b> <ul style="list-style-type: none"> <li>3 Residential Buildings – total of 33 units</li> <li>Under construction – To be completed by February 2022</li> </ul>	<ul style="list-style-type: none"> <li>409 Electric Avenue</li> <li>445 Electric Avenue</li> <li>463 Electric Avenue</li> </ul>
<b>Legacy Park</b> <ul style="list-style-type: none"> <li>Temporary relocation housing during Swanton Heights Rehabilitation project.</li> <li>Includes 2 single family homes.</li> </ul>	<ul style="list-style-type: none"> <li>Single Family Home 1 – 800 S. Columbia Drive</li> <li>Single Family Home 2 – 808 S. Columbia Drive</li> </ul>
<b>Allen Wilson – Phase 1</b> <ul style="list-style-type: none"> <li>2 Residential Buildings – total of 40 units</li> </ul>	<ul style="list-style-type: none"> <li>Building 1 – 1480 Commerce Drive</li> <li>Building 2 – 251 Robin Street</li> </ul>
<b>Allen Wilson – Phase 2 (“Oliver House”)</b> <ul style="list-style-type: none"> <li>1 Residential Building – total of 80 units</li> </ul>	<ul style="list-style-type: none"> <li>1450 Commerce Drive, Decatur, GA 30030</li> </ul>
<b>Allen Wilson – Phase 3</b> <ul style="list-style-type: none"> <li>8 Residential Buildings – total of 71 units</li> </ul>	<ul style="list-style-type: none"> <li>263 Robin Street, Decatur, GA 30030</li> </ul>
<b>Trinity Walk – Phase 1</b> <ul style="list-style-type: none"> <li>4 Residential Buildings Numbered 1000, 2000, 4000, &amp; 6000 – total of 69 units</li> </ul>	<ul style="list-style-type: none"> <li>421 W. Trinity Place, Decatur, GA 30030</li> </ul>
<b>Trinity Walk – Phase 2</b> <ul style="list-style-type: none"> <li>3 Residential Buildings Numbered 3000, 5000, &amp; 7000 – total of 52 units</li> </ul>	<ul style="list-style-type: none"> <li>421 W. Trinity Place, Decatur, GA 30030</li> </ul>
<b>Oakview Walk</b> <ul style="list-style-type: none"> <li>1 Residential Building – total of 34 units</li> </ul>	<ul style="list-style-type: none"> <li>1111 Oakview Road, Decatur, GA 30030</li> </ul>
<b>Spring Pointe Apartments</b> <ul style="list-style-type: none"> <li>11 Residential Buildings – total of 65 units</li> </ul>	<ul style="list-style-type: none"> <li>1301 Oakview Road, Decatur, GA 30030</li> </ul>
<b>Table continues next page...</b>	

<b>PROPERTY NAME &amp; DESCRIPTION</b>	<b>PHYSICAL BUILDING ADDRESSES</b>
<b>Scattered Site No. 1</b> <ul style="list-style-type: none"><li>• <i>Single Family Home</i></li></ul>	<ul style="list-style-type: none"><li>• 230 Maxwell Street, Decatur, GA 30030</li></ul>
<b>Scattered Site No. 2</b> <ul style="list-style-type: none"><li>• <i>Single Family Home</i></li></ul>	<ul style="list-style-type: none"><li>• 1231 Oakview Road, Decatur, GA 30030</li></ul>
<b>Scattered Site No. 3</b> <ul style="list-style-type: none"><li>• <i>Triplex with 3 units</i></li></ul>	<ul style="list-style-type: none"><li>• 225 Olympic Place, Decatur, GA 30030</li></ul>
<b>Scattered Site No. 4</b> <ul style="list-style-type: none"><li>• <i>Quadplex with 4 units</i></li></ul>	<ul style="list-style-type: none"><li>• 235 Olympic Place, Decatur, GA 30030</li></ul>
<b>Scattered Site No. 5</b> <ul style="list-style-type: none"><li>• <i>2 story building with 6 units</i></li></ul>	<ul style="list-style-type: none"><li>• 923 Clairemont Avenue, Decatur, GA 30030</li></ul>
<b>NEW CORPORATE HEADQUARTERS</b> <ul style="list-style-type: none"><li>• <i>To be completed in 2023</i></li></ul>	<ul style="list-style-type: none"><li>• 511 W. Trinity Avenue, Decatur, GA 30030</li></ul>

## **5.0 SCOPE OF WORK**

### **5.1 GENERAL INFORMATION**

The Agency is seeking proposals from qualified professionals, and insured entities to make plumbing related repairs as needed but not limited to, repairing, and replacing interior plumbing fixtures such as: Toilets, sinks, bathtubs, drain systems (inside and outside) and water lines (inside and outside); hot water heaters, testing backflow devices, leak detection etc.

### **5.2 CALL BACK RESPONSE**

The contractor shall, if directed by the designated DHA representative respond to the site within 4 hours of being notified those corrections to the performed work is needed for correct operation.

### **5.3 SERVICE, MATERIAL AND EQUIPMENT RESPONSIBILITIES:**

The contractor shall be required to provide all permits; licensing; insurance; knowledge; workers (18 years or older); labor; supervision; vehicles; equipment; machinery; tools and cleaning supplies needed.

### **5.4 CONTRACTOR RESPONSIBILITIES**

#### **5.4.1 Work Standards**

It is the responsibility of each Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including, but not limited to: Uniform Building Code (UBC); Uniform Plumbing Code (UPC); Uniform Mechanical Code (UMC).



**5.4.2 Safety Standards**

It is the responsibility of each Contractor to ensure that each worker knows and abides by safety precautions in the use of tools and equipment in providing these services.

**5.4.3 Labor Rates All-Inclusive**

Unless otherwise provided for herein, the labor fees quoted shall be all-inclusive of other items, services, and costs that the Contractor needs to complete the work, including but not limited to tools; equipment; licensing; employee costs, including benefits; etc.

**5.4.4 Permits**

If required, the Contractor shall obtain all required permits pertaining to any assigned work

**\*NOTE:** The DHA will reimburse the Contractor for the government-mandated fees pertaining to such permits, but not for additional labor, profit or overhead for obtaining such.

**\*\*NOTE:** The Contractor is required to contact “**811 Utility Locate**” prior to any underground work to be performed.

**5.4.5 Debris**

Clean work areas daily, at the end of the workday, of all work-generated debris. **NOTE:** Unless pre-approved by DHA, such debris shall not be placed in the DHA’s dumpsters but shall be removed from the work site by the Contractor.

**5.4.6 Warranty/Guarantee**

All work provided by any Contractor pursuant to any contract that ensues from this RFP shall be warranted or guaranteed by that Contractor for a period of not less than 180 days. The Contractor shall provide all labor for warranty work for the length of the manufacturer’s warranty on a new system that the Contractor installs.

**5.4.7 “Typical” Definition Pertaining to Emergencies**

There are instances when it is not reasonable to wait for the needed services to be completed, when service is required from a Contractor immediately, meaning a Contractor is needed to drive to the site quickly. Such cases may include things such as backed-up sewer lines or broken water lines. If contractor is not available to respond to any emergency in a reasonable time frame, DHA may contact another vendor to provide the needed repair services.

#### 5.4.8 Potential Escalation of Labor Rates

At the discretion of the Contract Officer (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 State of Georgia Prevailing Wage Rates (“most similar” as determined by and at the sole discretion of DHA). For example, if at the end of the first contract period the listed prevailing wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CO’s discretion, 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.

#### 5.4.9 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.

### 6.0 PROPOSAL SUBMITTAL FORMAT

#### 6.1 TABBED PROPOSAL SUBMITTAL

So that DHA 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 (which number extends so that each tab can be located without opening the proposal) and labeled with each tab numbered sequentially as show below.

- If no information is to be placed under any of the tabs, including the “optional” tabs, place a statement such as, “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” **DO NOT ELIMINATE ANY OF THE TABS**
- None of the proposed services may conflict with any requirement DHA has published herein or has issued by addendum

**6.1.1 TAB 1 – Form of Proposal – “Attachment A”** – This one-page form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

**6.1.2 TAB 2 – Form HUD-5369-C – Certifications and Representations of Offerors, Non-Construction Contract – “Attachment B”**

These (2) pages must be fully completed and executed where provided and submitted under this tab as a part of the proposal submittal.

- 6.1.3 TAB 3 – Profile of Firm Form – “Attachment C”** – This two-page form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
- 6.1.4 TAB 4 – “Statement of Qualifications”** – Briefly state the qualifications of the firm. DHA requests that the description be as short as possible. Identify the individual(s) who will manage (individually or collectively, the Manager) this project on a day-to-day basis.
- 6.1.5 TAB 5 – Price Proposal – “Attachment M”** – Complete this form and place under this tab as part of the proposal submittal.
- 6.1.6 TAB 6– Client Information / References** – The proposer shall submit a listing of former or current clients, including those from a Public Housing Authority, for whom the proposer has performed similar service to those being proposed herein. This listing shall, at a minimum, include:
- The Client’s name
  - The Client’s contact name
  - The Client’s email address
  - The Client’s telephone number
  - A brief narrative description and scope of the service(s) and the dates these services were provided, including description of the specific services, scope, size, cost, and principal elements.
- 6.1.7 TAB 7– Form of Non-Collusive Affidavit – “Attachment H”** – This form must be completed in full, executed and submitted under this tab as part of the proposal submittal.
- 6.1.8 TAB 8 – E-Verify Certification – “Attachment G-1”** – The proposer must submit an executed copy of the E-Verify Certification form, “Attachment D-1.”
- 6.1.9 TAB 9 – Equal Employment Opportunity / Supplier Diversity – “Attachment L”** The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations pertaining to supplier diversity (e.g., small, minority, and women-owned businesses). If no new hires, suppliers, or vendors are contemplated proposer should so state.
- 6.1.10 TAB 10 – Additional Forms (“Attachments J & K”)** – Include under this tab the following forms completed in full and executed:
- Company Hiring Policy (“Attachment J”)
  - Certification of a Drug Free Workplace Form (“Attachment K”)

- 6.2 BINDING METHOD** – It is preferable and recommended that the proposer bind the proposal submissions in such a manner that DHA can, if needed, remove the binding or the pages from the cover (i.e., 3-ring binder, etc.) to make copies, and then return the proposal submittal to its original condition.
- 6.3 SUBMISSION OF PROPOSAL** - All proposals must be submitted and time-stamped in the DHA Central Office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of (1) original signature copy (marked “ORIGINAL”) and (3) exact copies of the original, shall be placed unfolded in a sealed package and addressed to:

**The Housing Authority of the City of Decatur, GA  
Attention: Lawton Jones, Technical Services Director  
750 Commerce Drive, Suite 400  
Decatur, GA 30030**

The package exterior must be clearly marked with the above noted RFP name and number along with the proposer’s name and return address.

**NOTE: Proposals received after the published deadline will not be accepted.**

- 6.4 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 DHA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, DHA decides that any such entry changed the intent of the proposal that DHA intended to receive, DHA may accept the proposal and the proposal shall be considered by DHA as if those additional marks, notations, or requirements were not entered on such.

By downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that DHA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

- 6.5 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 DHA, including the RFP document, the documents listed in this RFP, and any addenda, and required attachments submitted by the proposer. By 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 CO to exclude any of DHA requirements contained within the documents may cause that proposer to not be considered for award.
- 6.6 CONTACT WITH DHA** – It is the responsibility of the proposer to address all communication and correspondence pertaining to the RFP process to the designated CO, Lawton Jones. Proposers must not make inquiry or communicate with any other DHA staff member or official (including members of the DHA Board of Commissioners) pertaining to this RFP. Failure to abide by these requirements may be cause for DHA to not consider a proposal submittal received from any proposer who has not abided by this directive.
- 6.7 EQUAL EMPLOYMENT OPPORTUNITY AND SUPPLIER DIVERSITY** - Both the Contractor and DHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.
- 6.7.1 24 CFR § 85.36(e) states:**
- (e) *Contracting with small and minority firms, women’s business enterprise and labor surplus area firms.*
    - (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.*

(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.*

**6.7.2 DHA Procurement Policy states that our Agency will:**

- a) Assistance to Small and Other Business, Required Efforts.*
- b) Including such firms, when qualified, on solicitation mailing lists.*
- c) Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources.*
- d) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms.*
- e) Establishing delivery schedules, where the requirement permits, which encourage participation by such firms.*
- f) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.*

## **7.0 PROPOSAL SUBMITTAL FORMAT**

**7.1 EVALUATION FACTORS** - The following factors listed in the below table will be utilized by DHA 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:

<b>FACTOR NUMBER</b>	<b>MAX POINT VALUE</b>	<b>FACTOR TYPE</b>	<b>FACTOR DESCRIPTION</b>
<b>1</b>	20 points	Subjective	<b>Ability to Perform the Work</b> - Provided evidence of proposer's ability to perform the work as indicated by profiles of the principals' and staff's professional and technical competence and experience, their facilities and equipment.
<b>2</b>	25 points	Subjective	<b>Capability</b> – Provided evidence of the proposer's capability to provide professional services <b>in a timely manner</b> , along with number of crew members, and list of equipment and materials to be provided by proposer for this contract.
<b>3</b>	20 points	Subjective	<b>Past Performance</b> – Provided evidence of the proposer's past performance in similar type of work and compliance with project timelines.
<b>4</b>	20 points	Subjective	<b>Methodology and Approach</b> – Provided evidence of the methodology and approach to be able to perform and execute the Scope of Work as outlined in this RFP.
<b>5</b>	15 points	Objective	<b>Pricing</b> – The price proposal included as part of the submittal will need to be reasonable as it relates to the Scope of Work for requested services as outlined in this RFP. A potential for a 3% price adjustment each additional year is considered <b>fair and reasonable</b> .
<b>Total</b>	100 points	Number of points possible	<b>Points</b> – When the proposals are evaluated using the factors above the evaluation committee member will assign points to each factor with a max point value of all factors not to exceed 100 points.

## **7.2 EVALUATION METHOD**

**7.2.1 Initial Evaluation for Responsiveness** – Each proposal received will first be evaluated for responsiveness (i.e., meets minimum of the requirements). DHA reserves the right to reject any proposals deemed not minimally responsive. Such firms will be notified in writing.

**7.2.2 Evaluation Packet** – An evaluation packet will be prepared for each evaluator, typically including but not required the following documents:

- Instructions to Evaluators
- Proposal Tabulation Form
- Written Narrative Form for each Proposer
- Recap of each Proposer's responsiveness
- Copy of all pertinent RFP documents

- 7.2.3 Evaluation Committee – DHA** 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. As detailed within *Section 7.6* of this document, the designated CO is the only person at DHA 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.

- 7.2.4 Evaluation –** It is anticipated that the CO will evaluate and award points pertaining to Evaluation Factor No. 5 (the “Objective” factor); and that the appointed evaluation committee, independent of the CO or any other person at DHA, will evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors 1-4 (the “subjective” factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

- 7.2.5 Potential “Best and Finals” Negotiation –** As detailed in the *HUD Procurement Handbook 7460.8 REV 2 Section 7.2.N through Section 7.2.R*, the Authority reserves the right 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 Authority in as timely a manner as possible, but in no case within longer than (5) business days after the beginning of such negotiations with the firms deemed to be in the competitive range.

- 7.2.6 Determination of Top-Ranked Proposer –** The “Subjective” points awarded by the evaluation committee shall be combined with the “Objective” points awarded by the CO to determine the final rankings, which shall be forwarded by the CO to the Executive Director (“ED”) for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to DHA’s Board of Commissioners (“BOC”) at a scheduled meeting for approval. Contract negotiations may, at DHA’s option, be conducted prior to or after the BOC approval.

- *Minimum Evaluation Results* – To be considered to receive an award a proposer must receive a total calculated average of at least 70 points of the 105 total possible points.
- *Ties* – In the case of a tie in points awarded, the award shall be decided according to Section 6.12.C of the HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”



**7.2.7 Notice of Evaluation Results** – If an award is completed, all proposers will receive by 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 because of the evaluation of the proposals received.
- Each proposer’s right to a debriefing and to protest

**7.2.8 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 DHA evaluation committee. Similarly, all persons having ownership interest and/or contract with a proposer entity will be excluded from participation on the DHA evaluation committee.

## 8.0 CONTRACT AWARD

- 8.1 AGREEMENT TO ABIDE BY TERMS AND CONDITIONS** – By completing, executing, and submitting “Attachment A – Form of Proposal”, the “proposer” is thereby agreeing to abide by all terms and conditions pertaining to the RFP as issued by DHA. Accordingly, DHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.
- 8.2 CONTRACT CONDITIONS** – The following provisions are considered mandatory conditions of any contract award made by DHA pursuant to this RFP:
- 8.2.1 Contract and Method of Payment** – The final form of contract and scope of services will be negotiated between DHA and the top ranked firm after the selection process is complete. Invoices with proper documentation can be submitted monthly. Submit separate invoices for each project, or as requested by DHA.
- 8.2.2 Assignment of Personnel** – DHA shall retain the right to demand and received a change in personnel assigned to work if DHA believes that such change is in the best interest of DHA and the completion of the contracted work. Time spent on administrative items should not be billed at the consultant’s rate, but at an appropriate administrative rate.
- 8.3 CONTRACT AWARD** – The Authority anticipates that it will initially award a contract for the period of 1 year with the option, at the DHA’s discretion, of up to nine additional one-year option periods, for a total maximum contract period of 10 years prior to the DHA issuing another RFP.
- 8.4 INSURANCE REQUIREMENTS** – Prior to award, but not as part of the proposal submission, the successful proposer will be required to provide the following certificate of insurance, listing Decatur Housing Authority as the Certificate Holder:
- 8.4.1 Workers Compensation Insurance** – Include an original certificate of insurance evidencing the proposer’s current industrial (worker’s compensation) insurance carrier and coverage amount.
- 8.4.2 General Liability Insurance** – Included on the certificate of insurance should be General Liability coverage with a minimum of \$1,000,000 per occurrence, general aggregate minimum limit of \$1,000,000 together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible of at least 1% of the “general aggregate minimum” of the policy with a maximum deductible amount of \$50,000.
- 8.4.3 Professional Liability Insurance** – Include on the certificate of insurance the proposer’s professional liability and/or “errors and omissions” coverage at a minimum of \$1,000,000 each occurrence, general aggregate limit of \$1,000,000, and a deductible of no greater than \$5,000.

- 8.4.4 Automobile Insurance** – Include on the certificate of insurance the proposer’s liability and/or “errors and omissions” coverage at a minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, with a commercially reasonable deductible of at least 1% of the “general aggregate minimum” on the policy not to exceed a maximum deductible amount of \$50,000
- 8.4.5 Certificates** – There is requested related information that also needed to be entered where provided on “Attachment C – Profile of Firm form.” **DO NOT INCLUDE COPIES OF INSURANCE CERTIFICATES WITH YOUR PROPOSAL** – DHA will garner the necessary certificates from the successful proposer prior to contract execution.
- 8.5 RIGHT TO NEGOTIATE FINAL FEES** – DHA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer during negotiations may, at DHA’s option, be the basis for the beginning of negotiations. Such negotiations shall begin after DHA has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO, successfully concluded within 5 business days, DHA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer.
- 8.6 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.

## ATTACHMENTS

**(NOTE:** Some of the Attached documents will need to be returned along with your proposal, be sure these forms are executed, and notarized if required. Other documents included are for information purposes only)

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**REQUEST FOR PROPOSAL (RFP) NO. GA-011-2021-7 – Plumbing Services**

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<b>ATTACHMENT IDENTIFIER</b>	<b>ATTACHMENT NAME</b>	<b>ATTACHMENT INCLUDED OR LINK TO FORM PROVIDED</b>	<b>ACTION OF ATTACHMENT</b>
<b>Attachment A</b>	Form of Proposal	Included	Submit with Proposal under “ <b>Tab 1</b> ”
<b>Attachment B</b>	Form-HUD-5369-C – Certifications and Representations of Offerors – Non-Construction	Link provided	Submit with Proposal under “ <b>Tab 2</b> ”
<b>Attachment C</b>	Profile of Firm Form	Included	Submit with Proposal under “ <b>Tab 3</b> ”
<b>Attachment D</b>	Form-HUD-5369-B – Instructions to offerors	Link provided	Information purposes only
<b>Attachment E</b>	Instructions to Proposers and Contractors (ITCP)	Included	Information purposes only
<b>Attachment F</b>	Form-HUD-5370-C – General Conditions for Non-Construction – Section 1	Link provided	Information purposes only
<b>Attachment F-1</b>	Form-HUD-5370-C – General Conditions for Non-Construction – Section 2	Link provided	Information purposes only
<b>Attachment G</b>	E-Verify information	Included	Information purposes only
<b>Attachment G-1</b>	E-Verify Affidavit Forms	Included	Submit with Proposal under “ <b>Tab 8</b> ”
<b>Attachment H</b>	Non-Collusive Affidavit	Included	Submit with Proposal under “ <b>Tab 7</b> ”
<b>Attachment I</b>	General Conditions	Included	Information purposes only
<b>Attachment J</b>	Company Hiring Policy Form	Included	Submit with Proposal under “ <b>Tab 10</b> ”
<b>Attachment K</b>	Certification of a Drug Free Workplace Form	Included	Submit with Proposal under “ <b>Tab 10</b> ”
<b>Attachment L</b>	Certification Concerning EEO Form	Included	Submit with Proposal under “ <b>Tab 9</b> ”
<b>Attachment M</b>	Pricing Scheduled	Included	Submit with Proposal under “ <b>Tab 5</b> ”

## **ATTACHMENT “A”**

### *Form of Proposal*

**(NOTE:** This form will be placed under “TAB 1” of your hard copy original)

**ATTACHMENT A – FORM OF PROPOSAL**(Place under **Tab 1** of Hard Copy Original)

**Instructions** – Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking “X” in the first column to confirm that the referenced completed information has been included with the “hard copy” original.

**NOTE:** This form will be placed under “TAB 1” of your hard copy original. Please prepare **(3)** additional copies of the original for a total of **(4)** proposals that are to be submitted.

<b>“X” ITEM IS INCLUDED</b>	<b>TAB DIVIDER NUMBER</b>	<b>FORM NAME OR DETAILS OF INFORMATION TO BE SUBMITTED</b>	<b>ATTACHMENT IDENTIFIER</b>
	Tab 1	Form of Proposal	A – this form
	Tab 2	Form HUD-5369-C	B
	Tab 3	Profile of Firm Form	C
	Tab 4	Statement of Qualifications – <i>See Section 6.1.4 for details</i>	N/A
	Tab 5	Price Proposal	M
	Tab 6	Client Information/References – <i>See Section 6.1.6 for details</i>	N/A
	Tab 7	Form of Non-Collusive Affidavit	H
	Tab 8	E-Verify Affidavit Forms	G-1
	Tab 9	Certification Concerning EEO Form	L
	Tab 10	Company Hiring Policy	J
	Tab 10	Certification of a Drug Free Workplace	K

**PROPOSER’S STATEMENT**

The undersigned proposer hereby states that by completing and submitting this form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if DHA discovers that any information entered herein to be false, that shall entitle DHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by DHA via the hard copy original, and by executing all forms provided. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed documents submitted, the undersigned proposes to supply DHA with the services described herein for the fees entered within the areas provided pertaining to this RFP.

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**Signature**

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**Printed Name**

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**Company**

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**Date**

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## **ATTACHMENT “B” – Form-HUD-5369-C**

### *Certifications and Representations of Offerors – Non-Construction*

**To download this attachment please click on the link below:**

[https://www.hud.gov/sites/documents/DOC\\_12132.PDF](https://www.hud.gov/sites/documents/DOC_12132.PDF)

**(NOTE:** This form will be placed under “TAB 2” of your hard copy original)



## ATTACHMENT “C”

### *Profile of Firm Form*

**(NOTE:** This form must be fully completed and placed under “TAB 3” of your hard copy original)

**ATTACHMENT C – Profile of Firm Form**

(Place under **Tab 2** of Hard Copy Original)

**NOTE:** This form must be completed by the Primary Contractor and any Sub-Contractors

**CONTRACTOR TYPE:** Primary \_\_\_\_\_ or Subcontractor \_\_\_\_\_

**NAME OF FIRM:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

- 1) **Company Information** – Please attach a brief biography/resume of the company, including the following information:
- a. Year firm was established
  - b. Year Firm was established in [Jurisdiction]
  - c. Former Name and year established (if applicable)
  - d. Name of Parent Company and Date acquired (if applicable)
- 2) **Principals/Partners** – Identify Principals/Partners in the firm – place professional resumes for each under Tab number 5.

PRINCIPAL/PARTNER NAME	TITLE	% OF OWNERSHIP

- 3) **Project Manager/Supervisory Personnel** – Identify the individual(s) that will act as a project manager and any other supervisory personnel that will work on the project – place professional resumes for each under Tab 5, but only if not a duplicate of the above personnel.

PROJECT MANAGER / SUPERVISOR'S NAME	TITLE

**ATTACHMENT “C” – Profile of Firm Form (continued)**

- 4) Proposer Diversity Statement** – You must check each of the following that apply to the ownership of this firm and entered where provide the correct percentage ownership for each category.

<b>Check (✓) if Applicable</b>	<b>Ownership/Firm Type</b>	<b>Percentage of Ownership (%)</b>
	<b>Caucasian American – Male</b>	%
	<b>Public Held Corporation</b>	%
	<b>Government Agency</b>	%
	<b>Non-Profit Organization</b>	%
	<b>Resident (RBE), Minority (MBE), or Woman-Owned (WBE) Business Enterprise</b>	%
	• Resident-Owned	%
	• African American	%
	• Native American	%
	• Hispanic American	%
	• Asian/Pacific American	%
	• Hasidic Jew	%
	• Asian/Indian American	%
	• Woman-Owned	%
	• Woman-Owned (Caucasian)	%
	• Disabled Veteran	%
	• Other – Specify:	%
	<b>WMBE Certification Number:</b>	
	• Certified by (Agency): <b>NOTE:</b> A Certification number is not required to submit a proposal, enter if available.	

**5) Federal Tax ID Number:** \_\_\_\_\_

**6) Business License Number [Appropriate Jurisdiction]:** \_\_\_\_\_

a. **State:** \_\_\_\_\_

b. **License Type and Number:** \_\_\_\_\_

**7) Workers Compensation Insurance Carrier:** \_\_\_\_\_

a. **Policy Number:** \_\_\_\_\_

b. **Expiration Date:** \_\_\_\_\_

**ATTACHMENT “C” – Profile of Firm Form (continued)**

- 8) **General Liability Insurance Carrier:** \_\_\_\_\_
- a. **Policy Number:** \_\_\_\_\_
- b. **Expiration Date:** \_\_\_\_\_
- 9) **Professional Liability Insurance Carrier:** \_\_\_\_\_
- a. **Policy Number:** \_\_\_\_\_
- b. **Expiration Date:** \_\_\_\_\_
- 10) **Debarred Statement** – Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Georgia, or any local government agency within or outside the State of Georgia?
- a. **Yes** \_\_\_\_\_ or **No** \_\_\_\_\_
- 11) **Disclosure Statement** – Does this firm or any principals thereof have any current, past, personal, or professional relationship with any Commissioner or Officer of Decatur Housing Authority?
- a. **Yes** \_\_\_\_\_ or **No** \_\_\_\_\_
- 12) **Non-Collusive Affidavit** – The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the proposal price of affiant or of any other proposer or to secure any advantage against Decatur Housing Authority or any person interested in the proposed contract; and that all statements in said proposal are true.
- 13) **Verification Statement** – The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if Decatur Housing Authority discovers that any information entered herein is false, that shall entitle Decatur Housing Authority to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
**Printed Name of Owner/Representative**

\_\_\_\_\_  
**Signature of Owner/Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of Firm/Company**

## **ATTACHMENT “D” – Form-HUD-5369-B**

### *Instructions to Offerors Non-Construction*

**To download this attachment please click on the link below:**

<https://www.hud.gov/sites/documents/5369-B.PDF>

This form is for INFORMATIONAL purposes only and will not be included as part of the proposal submittal

## **ATTACHMENT “E”**

### *Instructions to Proposers & Contractors (ITCP)*

This form is for INFORMATIONAL purposes only and will not be included as part of the proposal submittal

## 1.0 GENERAL CONDITIONS

- 1.1 Applicability** – If referred to within the text of such, these Instructions to Proposers and Contractors (ITPC) shall be applicable to all Requests for Proposals (RFP) solicitations that Decatur Housing Authority (DHA) conducts and shall be applicable to any contract that DHA awards to our signs with any firm, agency, or individual pursuant to that RFP. A copy of these ITPC shall be made available to any actual or prospective proposer, or contractor who does business with or intends to do business with DHA.
- 1.1.1** Unless otherwise specified within the RFP or contract documents, if any provision in any document listed herein conflicts with any provision within these ITPC, the provision in RFP or contract document shall govern. Further, in the case of any attached HUD forms (more specifically: Form-HUD-5369-C, Form-HUD-5369-B, and Form-HUD-5370-C – Section 1 and or 2, the information within such HUD forms shall govern any other information issued, especially that issued within any DHA created forms that are issued as part of this solicitation.
- 1.2 Definitions** – Pertaining to all RFP documents issued by DHA pertaining to this RFP, including the attachments, and ensuing contract:
- 1.2.1 Contracting Officer** – when named within an RFP document shall refer to the Housing Authority Procurement Manager (as delegated by the Housing Authority's Executive Director who is the Housing Authority Contracting Officer).
- 1.2.2 Contract** – refers to the fully executed written agreement that ensues from the RFP. Whereas, all RFP documents are included, by reference, as a part of the ensuing contract, when “contract” is referred to within an RFP document, such as referring to both the RFP documents and the ensuing contract document.
- 1.2.3 Contractor** – and the term “successful” proposer may be used interchangeably.
- 1.2.4 Days** – unless otherwise directed, shall refer to calendar days
- 1.2.5 ED** – refers to the Housing Authority Executive Director
- 1.2.6 HA** – refers to the Housing Authority. Unless otherwise defined herein or within the ensuing contract; whenever the term “the HA” is used without clearly designating a responsible HA staff person, the proper(s) may assume that responsibility for that item rests with the HA PM
- 1.2.7 HUD** – refers to the United States Department of Housing and Urban Development. HUD is the Federal Agency that the HA receives funding from; however, pertaining to this RFP, correspondences, including proposal submittals, received from each proposer must exhaust all provisions contained herein prior to contacting HUD (i.e., in the case of a protest).

- 1.2.8 Herein** – Shall refer to all documents issued pursuant to the noted RFP/RFQ, including the RFP/RFQ documents and attachments.
- 1.2.9 Offer** – Is the proposal submittal referred to within the following section 1.2.13 that the proposer delivers to the HA in response to the RFP.
- 1.2.10 Offeror or Offerors** – Refers to the proposer or proposers.
- 1.2.11 PM** – Refers to the Housing Authority Procurement Manager (or in his/her absence, his/her replacement).
- 1.2.12 Parties** – When “the parties,” “both parties,” or “either party” is stated within the RFP documents or the contract, such refers to the HA and the successful proposer.
- 1.2.13 Proposal and/or Proposal Submittal** – This is the “hard copy” document that the proposer is required to, as detailed within the RFP document, deliver to the HA.
- 1.2.14 Protestant** – A prospective proposer or proposer’s who feel that he/she has been treated inequitably by the HA and wishes the HA to correct the inequitable condition or situation. To be eligible file a protest with the HA pertaining to an RFP or contract, the protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e., downloaded and received the RFP documents).
- 1.2.15 Prospective Proposer or Proposer** – A prospective proposer is a firm or individual who has been notified of the RFP solicitation and/or who has requested and/or received the RFP documents and is considering responding with a proposal; a proposer is a firm or individual who has submitted a proposal in response to the RFP. All terms and conditions shall apply equally to all prospective proposers as well as proposers, though prospective proposers may not, after the deadline is set for receiving proposals, receive further notices pertaining to that RFP – meaning, certain notices (such as the Notice of Results of Evaluation) are only delivered to proposers and not to prospective proposers.
- 1.2.16 Request for Proposals (RFP)** – The competitive proposal process allowed by HUD especially as defined within Chapter 7.3 of the HUD Procurement Handbook 7460.8 REV 2.
- 1.2.17 RFP Documents** – Whether stated in the singular or plural, such refers to the body of documents, including attachments that the Housing Authority makes available to all prospective proposers wherein is detailed the HA’s requirements.



## 2.0 CONDITIONS TO PROPOSE

**2.1 Pre-Qualification of Proposers** – Prospective proposers will not be required to pre-qualify to submit a proposal. However, all proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work (i.e., Profile of Firm form and required resumes). Failure by the prospective proposer to provide the requested information may, at the HA's discretion, eliminate that proposer from consideration, provided that all proposers were required to submit the same information.

## 2.2 RFP Forms, Documents, Specifications and Drawings

**2.2.1** It shall be each prospective proposer's responsibility to, prior to submitting a proposal response to the RFP, examine carefully and as may be required, properly complete all documents issued pursuant to this RFP.

**2.2.2** Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplement or revised from time to time.

**2.2.3** The HA shall reserve the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified with the RFP documents issued; such notice shall be delivered in writing to each prospective and/or actual proposer. Such changes that are issued before the deadline for receipt of proposals shall be binding upon all prospective proposers. Such changes that are issued after the receipt of proposals, but prior to award shall be binding upon all parties that have submitted proposals; however, such parties shall be allowed to reject such changes by, within 5 days of receipt of such written notice withdrawing his/her proposal. Such withdrawal must be delivered, in writing to the HA PM within the 5-day deadline period.

## 2.3 Proposal Preparation, Submission and Receipt by the HA:

**2.3.1 Required forms** – All required forms furnished by the HA as a part of the RFP document issued shall, as instructed, be fully completed, and submitted by the proposer. Such forms may be completed on a computer. If, during the download, a form becomes changes in any fashion, the proposer must "edit" the form back to its original format (i.e., signature lines must appear on the page the line was originally intended to be on).

- 2.3.2 Manner of Submission** – The proposal submittal shall be submitted in the manner detailed within the RFP document. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal, and may, at the discretion of the HA PM, eliminate the proposer from consideration for award.
- 2.3.3 Time for Receiving Proposals** – Proposals received prior to the time set as the deadline for the receipt by the HA of the proposal submittal shall be securely kept, unopened, by the HA. The PM, whose duty it is to open such proposals, will decide when the specified time has arrived. No proposal received after the designated deadline shall be considered, except as detailed within Section 6 of Form-HUD-5369-B, *Late Submissions, Modifications, and Withdrawals of Offers*.
- 2.3.3.1** Proposers are cautioned that any proposal submittal that may be time stamped as being received by the HA after the exact time set as the deadline for the receiving of proposals shall be returned unopened to the proposer. Any such proposals inadvertently opened shall not be considered but shall be ruled to be invalid. No responsibility will attach to the HA or any official employee.
- 2.3.4 No Public Opening of Proposals** – Pursuant to the competitive proposals or RFP process, proposals are not publicly opened, but are held secure until the submittal deadline has passed. The proposals are then opened in private by the HA PM (or his/her designee) and are, pursuant to the evaluation plan, examined for minimal responsiveness (i.e., minimum compliance with the requirements of the RFP). Persons other than HA staff involved in this process are not allowed to be present during the opening, nor may they at any time inspect the proposals, either prior to or after the award.
- 2.3.5 Withdrawal of Proposals** – Proposals may be withdrawn as detailed within Section 6(h) of Form-HUD-5369-B, *Late Submissions, Modifications and Withdrawal of Offers*. Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been received and opened.
- 2.3.6 Conflicting Conditions** – Any provisions detailed within any of the RFP documents which may be in conflict or inconsistent with any of the paragraphs in any of the other RFP documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further as stated, within Section 1.1.1 of this ITPC, unless otherwise specified within the RFP or contract documents, if any provision in any document listed herein conflicts with any provision within this ITPC, the provision in the RFP or contract document shall govern.

**2.3.7 Interpretations** – No official oral interpretations can be made to any proposer as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this RFP. Every request for an official interpretation will be issued in the form of addenda, which will be delivered to each proposer; but it shall be the prospective proposer’s responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the RFP documents and the proposed contract with the successful proposer and all proposers shall be bound by such addenda, whether received by the prospective or successful proposer(s).

**2.4 Expectations to Specifications**

**2.4.1** A proposer may take exception to any of the proposal documents, or any part of the information contained therein, by submitting, in writing to the HA PM, at least 10 days prior to the proposal deadline, a complete and specific explanation as to what he/she is taking exception to. Proposed alternative documents or information must also be included. A response by the HA will be issued in writing within 5 days of receipt of such exception request. The HA reserves the right to agree with the prospective proposer and issue a revision to the applicable RFP requirements or may reject the prospective proposer’s request.

**2.4.2** When taking exception, prospective proposers must propose services that meet the requirements of the RFP documents. Exceptions to the specification and/or approved “equal” requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by the HA officers not already listed within the RFP documents shall only become official when issued as addenda or a written answer issued pursuant to receipt of a written question.

**2.5 Lump Sum Cost Breakdown (LSCB):**

**2.5.1** The HA reserves the right to, at any time, request and receive from any or all proposers a LSCB of any or all the costs proposed. The proposal documents constitute and outline of the work to be completed by the proposer. These documents are intended to include all major items, and the lump sum cost breakdown computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the proposer to comply with the proposal documents in their present form, whether indicated in the approximate quantities or pertaining to the items of work listed.

**2.5.1.1** Prior to award of proposals – The HA may request a LSCB for any or all items reflected within the RFP document as “lump sum” for the purpose of determining an unbalanced cost proposal. The HA PM, using acceptable methods dictated by the industry, shall conduct the analysis.

**2.5.1.2** After award – The HA may request a LSCB for any or all items reflected within the RFP document as “lump sum” for the purpose of making partial payments to the successful proposer.

**2.5.1.3** Under no circumstances, may any cost item reflected as “lump sum” be increased/decreased because of the LSCB analysis.

### **3.0 PROPOSAL EVALUATION**

**3.1 Proposal Opening Results** – It is understood by all proposers/prospective proposers that the proposals received are not publicly opened and the results will typically not be a matter of public record until the HA has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results. When the HA issues such notice, the HA will inform all proposers as to each proposer’s placement because of the evaluation (i.e., 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc.), the points each proposer was awarded because of the evaluation and the proposed costs submitted by each proposer.

**3.1.1** All proposal documents submitted by the proposers are not necessarily a matter of public record and as a matter of normal course, the proposals submitted by each proposer will not, at any time, be viewed by an interested parties except as approved by the HA Legal Counsel (i.e., a proposer will not be allowed to challenge an apparent top-rated proposer by inspecting the proposal that the apparent top-rated proposer submitted). The HA shall, however, upon request, verify that the proposal documents submitted are/were complete and correct.

**3.2 Award of Proposal** – The successful proposer shall be determined by the top-rated responsive and responsible proposer as determined by the evaluation process detailed with the RFP document issued, provided his/her proposal is reasonable, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of the HA, to the best interest of the HA to accept the proposal. All proposer’s will be notified of the results of the evaluation at the earliest practical date.

#### **3.3 Rejection of Proposals**

**3.3.1** The HA reserves the rights to, at any time during the proposal process, reject any or all proposals received. In the case of rejection of all proposals, the HA reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of the HA, the best interest of the HA will be promoted.

- 3.3.2** Prospective proposers acknowledge by downloading and receiving the RFP documents and/or by submitting a proposal that the submission of a proposal to the HA is not a right by which to be awarded that proposal, but merely an offer by the prospective proposer to perform the requirements of the RFP documents in the even the HA decides to consider an award to that proposer.
- 3.4 Cancellation of Award** – The HA reserves the right to, without any liability, cancel the award of any proposal at any time before the execution of the contract documents by all parties.
- 3.5 Mistake in Proposal Submitted**
- 3.5.1** A request for withdrawal of a proposal due to a purported error need not be considered by the HA unless the same is filed in writing by the proposer within 48 hours after the proposal deadline. Any such request shall contain a full explanation of any purported error and shall, if requested by the HA, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and prepared by the proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as the HA retains the right to accept or reject any proposed withdrawal for a mistake.
- 3.5.2** Unless otherwise prohibited within the RFP documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at the HA's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing of how the mistake occurred, to the HA PM, for his/her review. This mistake must be corrected before the issuance of contract documents.
- 3.6 Irregular Proposal Submittal** – A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at the HA's discretion, be cause for rejection:
- 3.6.1** If the forms furnished by the HA are not used or are altered or if the proposed costs are not submitted as required where provided.
- 3.6.2** If all requested completed attachments do not accompany the proposal submitted.
- 3.6.3** If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.
- 3.6.4** If the proposer adds any provisions reserving the right to accept or reject any award or to enter a contract pursuant to an award.

- 3.6.5** If the individual cost proposal items submitted by a specific proposer are unbalanced in the sense that the listed price of any cost item departs by more than 25 % from the HA's cost estimate for that item.

**3.7 Disqualification of Proposers** – Any one or more of the following shall be considered as sufficient for the disqualification of a prospective proposer and the rejection of his/her proposal:

- 3.7.1** Evidence of collusion among prospective proposers. Participants in such collusion will receive not recognition as bidders or proposers for any future work of the HA until such participant shall have been reinstated as a qualified bidder or proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
- 3.7.2** More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
- 3.7.3** Lack of competency, lack of experience, and/or lack of adequate machinery, plant and/or other resources.
- 3.7.4** Unsatisfactory performance record as shown by past work for the HA or with any other local, State or Federal agency, judged from the standpoint of workmanship and progress.
- 3.7.5** Incomplete work, which in the judgment of the HA, might hinder or prevent prompt completion of additional work, if awarded.
- 3.7.6** Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
- 3.7.7** Failure to comply with any qualification requirement of the HA.
- 3.7.8** Failure to list, if required, all subcontractors (if subcontractors are allowed by the HA) who will be employed by the successful proposer(s) to complete the work of the proposed contract.
- 3.7.9** As required by the RFP documents, failure of the successful proposer to be properly licensed by the City of Decatur and/or the State of Georgia and/or to be insured by a general liability and/or worker's compensation policy.
- 3.7.10** Any reason to be determined, in good faith, to be in the best interest of the HA.

**3.8 Burden of Proof** – If requested by the HA, it shall be the responsibility of the proposer(s) to furnish the HA with sufficient data or physical samples, within a specified time, so that the HA may determine if the goods or services offered conform to the Specifications.

#### 4.0 RIGHT TO PROTEST

- 4.1 Rights** – Any prospective or actual proposer, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.
- 4.1.1** An alleged aggrieved “protestant” is a prospective proposer or proposer who feel that he/she has been treated inequitably by the HA and wishes the HA to correct the alleged inequitable condition or situation. To be eligible to file a protest with the HA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e., registered and received the RFP documents) when the alleged situation occurred. The HA has no obligation to consider a protest filed by any party that does not meet these criteria.
- 4.2 Administrative Powers** – It is totally within the administrative powers of the HA ED to grant or deny any requests for administrative appeal. If, in the opinion of the ED, the alleged aggrieved protestant merits an administrative review, the ED shall direct that alleged aggrieved protestant to submit additional data.
- 4.3 Procedure to Protest** – An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relive the HA from accepting or considering that protest:
- 4.3.1** The alleged aggrieved protestant must file, in writing, to the HA PM the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the HA or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve the HA from any responsibility to take any corrective action.
- 4.3.2** The written instrument containing the reason for the protest must be received by the PM within 10 days after the occurrence of the following:
- 4.3.2.1** The deadline for receiving proposals
- 4.3.2.2** Receipt of notification of the results of the evaluation or the award
- 4.3.2.3** The alleged aggrieved protestant knows or should have known the facts

- 4.3.3** In any case, protests shall be filed no more than 10 days after any of the above (unless the occurrence being protested occurred in its entirety after the proposal deadline). Protests received after these dates shall not be considered.
- 4.3.4** The HA PM shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the HA ED.
- 4.3.5** **Administrative Appeal** – If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the HA PM, the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the HA PM request an administrative appeal hearing be granted. The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestant to comply shall automatically relieve the HA from accepting or acting on that request for an administrative hearing:
- 4.3.5.1** The alleged aggrieved protestant must file, in writing, his/her request for an administrative hearing to the HA ED. This request must be filed within 10 calendar days after the receipt of the HA PM's written opinion and decision.
- 4.3.5.2** The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.
- 4.3.5.3** It shall be within the administrative powers of the HA ED to, after review of the request submitted, grant, or deny any request for administrative appeal.
- 4.3.5.4** If the HA ED, after complete review of the alleged aggrieved protestants written request and supporting data, decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.



- 4.3.5.5 If the HA ED, after review of the alleged aggrieved protestant's written request, decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all proposals submitted, and a copy of the original written protest, to the HA Legal Counsel for consideration. The HA Legal Counsel shall issue to the alleged aggrieved protestant a decision, in writing, within 10 days of his/her receipt of such documents.
- 4.3.5.6 Such written decision delivered to the alleged aggrieved protestant shall exhaust the HA internal protest and administrative appeal process available to the alleged aggrieved protestant.

## 5.0 DISPUTED BILLING (charges):

- 5.1 **Procedures** – In addition to the procedures detailed within Clause No. 7 of Attachment F, Form-HUD-5370-C, *General Conditions for Non-Construction Contracts, Section 1 (with or without maintenance work)*. If the HA disputes any portion of its billing(s), the HA shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures as follows:
  - 5.1.1 The HA's representative shall, within 10 days after the HA's receipt of such billing formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.
  - 5.1.2 If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the HA PM and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

## 6.0 ADDITIONAL CONSIDERATIONS:

- 6.1 **Not Applicable**
- 6.2 **Non-Escalation** – Unless otherwise specified within the RFP documents, the units' prices reflected on the contract shall remain firm with no provision for price increase during the term of the contract.
- 6.3 **Funding Restrictions and Order Quantities** – The HA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HA, if:
  - 6.3.1 Funding is not available
  - 6.3.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies

- 6.3.3** The HA's requirements in good faith change after award of the contract.
- 6.4 Required Permits** – Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuring from award of this RFP, whether or not they are known to either the HA or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful proposer and any costs submitted by the proposer and any costs submitted by the proposer shall reflect all costs required by the successful proposer to procure and provide such necessary permits.
- 6.5 Taxes** – All persons doing business with the HA are hereby made aware that the HA is exempt from paying Georgia State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 6.6 Government Standards** – It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NIOSH) and environmental control (EPA, State and Local Regulations) and any other enacted ordinance, code, law, or regulation. The successful proposer shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulations that may occur.
- 6.7 Freight on Bill and Delivery** – All costs submitted by the successful proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the RFP documents or within the contract.
- 6.7.1** The successful proposer agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful proposer. Upon default, the successful proposer agrees that the HA may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 6.8 Communication** – If during the period of the contract, it is necessary that the HA place toll or long-distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the successful proposer will bear the charge or expense for all such calls and/or telegrams.
- 6.9 Work on HA Property** – If the successful proposer's work under the contract involves operations by the successful proposer on HA premises, the successful proposer shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the HA's negligence, shall indemnify the HA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful proposer, its agents, employees or subcontractors.

**6.10 Estimated Quantities** – Unless otherwise indicated, the quantities reflected within the RFP documents, to the best of the HA’s knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchases by the HA under the finalized contract; but, pursuant to all RFP documents, these quantities will be used as calculation figures to determine the successful proposer.

**6.11 Warranty**

**6.11.1** The services provided under the contract shall conform to all information contained within the RFP documents as well as applicable industry Published Technical Specifications, and if one of the above-mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

**6.11.2** The liability of the successful proposer to the HA (except as to title) arising out of the furnishing of the services or of its use under the terms of the contract shall not exceed the correcting of the defect(s) in the services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.

**6.12 Official, Agent and Employees of the HA not Personally Liable** – It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

**6.13 Subcontractors** – Unless otherwise stated within the RFP documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the HA PM.

**6.14 Salaries and Expenses Relating to the Successful Proposers Employees** – Unless otherwise stated within the RFP documents, the successful proposer shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer further agrees to comply with all Federal, State, and local wage and hour laws and all licensing laws applicable to its employees or other personnel finished under this agreement.

- 6.15 Attorney's Fees** – In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses such as litigation, including attorneys' fees, in a reasonable amount, to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 6.16 Independent Contractor** – Unless otherwise stated within the RFP documents or the contract, the success proposer is an independent contractor. Nothing herein shall create any association, agency, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 6.17 Severability** – If any provision of this agreement or any portion or provision hereof applicable to any situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 6.18 Waiver of Breach** – A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 6.19 Time of the Essence** – Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 6.20 Limitation of Liability** – In no event shall the HA be liable to the successful proposer for any indirect, incidental, consequential or exemplary damages.
- 6.21 Indemnity**
- 6.21.1** The successful proposer shall protect, indemnify and hold the HA, its officers, employees, agents, consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the HA, its officers, employees, agents, consulting engineers or other retained consultants may suffer or which may be sought against, recovered from or obtainable against the HA, its officers, employees, agents, consulting engineers or other retained consultants resulting from any of the following:

- 6.21.1.1** As a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the successful proposer, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder
- 6.21.1.2** As a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work
- 6.21.1.3** Through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed, or installed to give rise to a claim
- 6.21.1.4** Because of any claim or amount recovered under any other law, ordinance, or decree, which claim, or recovery arose out of or is attributable to any act or failure to act on the part of the successful proposer in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the successful proposer under and by virtue of the contract which is considered necessary by the HA for such purpose, may be retained by the HA for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the HA provided, however, that money due the successful proposer will not be withheld when the successful proposer produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required.

**6.21.2** In this connection, it is expressly agreed that the successful proposer shall, at its own expense, defend the HA, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the successful proposer has indemnified the HA, its officers, employees, agents, consulting engineers and other retained consultants against, and if the successful proposer shall fail to do so, the HA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful proposer including attorney's fees and court costs; provided, however, that if the form in which such claim, suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder, the HA shall reimburse the successful proposer for all, or the indemnified party's proportionate share, as the case may be, of the costs of such defense.

**6.21.3** The successful proposer guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

**6.22 Lobbying Certification** – By proposing to do business with the HA or by doing business with the HA, each proposer certifies the following:

**6.22.1** No federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

**6.22.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement the undersigned shall complete and submit "Standard Form-LLL - Disclosure Form to Report Lobbying," in accordance with its instructions.

**6.22.3** The successful proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**6.22.4** This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a pre-requisite for making or entering a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**6.23 24CFR 85.36(i) – Procurement** – Pursuant to this CFR, as issued by the office of the Secretary, HUD, the HA, and the contractor each agree to comply with the following provisions and agree that any contract that ensures because of this RFP will include the following clauses, whether inserted or by reference:

**6.23.1 Remedies for Contractor Breach** – Pertaining to contract-related issues, it is the responsibility of both the HA and the contractor to communicate with each in as clear and complete manner as possible. If at any time during the term of this contract the HA or the contractor is not satisfied with any issue, it is the responsibility of that part to deliver to the other part communication, in writing, fully detailing the issue and corrective action (please note that the HA has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within 10 days respond in writing to the other party (however, the HA shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period). Further, the HA shall at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

**6.23.1.1** If the contractor is in material breach of the contract, the HA may promptly invoke the termination clause detailed within Section No. 3 of Attachment F – Form HUD-5370-C – *General Conditions for Non-Construction Contracts, Section 1 – With or Without Maintenance Work*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification of the termination.

- 6.23.1.2** Prior to termination, the HA may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period to correct the deficiencies or potentially suffer termination. The HA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).
- 6.23.1.3** After termination, if the contractor does not agree with the HA's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect actions.
- 6.23.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.
- 6.23.2 Termination for Cause and Convenience** – As detailed within Clause No. 3 of Attachment F – Form-HUD-5370-C – *General Conditions for Non-Construction Contracts, Section 1 – With or Without Maintenance Work*, attached hereto.
- 6.23.3 Executive Order 11246** – For all construction contracts awarded more than \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 6.23.4 Copeland "Anti-Kickback" Act** – For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor Regulations (29 CFR Part 3).



- 6.23.5 Davis-Bacon Act** – For all construction contracts awarded more than \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 6.23.6 Section 103 and 107 of the Contract Work Hours and Safety Standards Act** – For all construction contracts awarded more than \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded more than \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 6.23.7 Reporting** – Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 6.23.8 Patent Rights** – Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 6.23.9 Copy Rights/Rights in Data:** In addition to the requirements contained within Clause No. 5 of Attachment F – *General Conditions for Non-Construction Contracts, Section 1 (With or Without Maintenance Work)*, the HA has unlimited rights to any data, including computer software; developed by the contractor in the performance of the contract specifically:
- 6.23.9.1** Except as provided elsewhere in this clause, the HA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.

- 6.23.9.2** The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 6.23.9.3** For data first produced in the performance of this contract, the contractor may establish, without prior approval of the PM, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the HA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the HA.
- 6.23.9.4** The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the HA a license of the same scope as identified in the preceding paragraph.
- 6.23.9.5** The HA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the HA may either return the data to the contractor, or cancel, or ignore the markings.
- 6.23.9.6** The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.

**6.23.9.7** Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the HA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease of licensing contract, shall be subject to the following procedures.

**6.23.9.8** The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HA except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combine with other computer software, provided that the modified, combine, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

**6.23.10 Clean Air Act** – For all contracts more than \$100,000, both parties hereby agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

**6.23.11 Energy Policy and Conservation Act** – Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**6.24 Additional Federally Required Orders/Directives** – Both parties agree that they will comply with the following laws and directives that the HA has received from HUD and that these same clauses will be a part of any contract that ensues because of this RFP:

- 6.24.1** Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 6.24.2** Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, based on race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which received federal financial assistance. The HA hereby extend this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective actions are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 6.24.3** Public Law 90-284, Title VIII of the Civil Rights Act of 1968, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin. Pursuant to this statute, the HA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- 6.24.4** The Age Discrimination Act of 1975, which prohibits discrimination based on age.
- 6.24.5** Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.)
- 6.24.6** HUD Information Bulletin 909-23 which is the following:
  - 6.24.6.1** Notice of Assistance Regarding Patent and Copyright Infringement
  - 6.24.6.2** Clean Air and Water Certification
  - 6.24.6.3** Energy Policy and Conversation Act

**6.24.7** The mentioned herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party.

## **ATTACHMENT “F” – Form-HUD-5370-C**

*General Conditions for Non-Construction – Section 1*

To download this attachment please click on the link below:

[https://www.hud.gov/sites/documents/DOC\\_12587.PDF](https://www.hud.gov/sites/documents/DOC_12587.PDF)

**This form is for INFORMATIONAL purposes only and will not be included as part of the proposal submittal**

## **ATTACHMENT “F-1” – Form-HUD-5370-C**

### *General Conditions for Non-Construction – Section 2*

To download this attachment please click on the link below:

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C2.pdf>

**This form is for INFORMATIONAL purposes only and will not be included as part of the proposal submittal**

**ATTACHMENT “G”**  
*E-Verify Compliance Information*

**This form is for INFORMATIONAL purposes only and will not be included as part of the proposal submittal**



## ATTACHMENT G – E-Verify Compliance Information

E-Verify is an internet-based system to help employers determine if an employee is eligible to work in the United States. E-Verify is currently free to employers and is available in all 50 states. All contractors that will be working on Decatur Housing Authority projects must enroll in E-Verify. Please go to the following website: <https://www.uscis.gov/e-verify> . An E-Verify affidavit must be filled out with the contract.

Please be advised that based on current regulation, our contractors are only required to use E-Verify **NEW HIRES ONLY** working on our jobsite and not to check people that are currently employed by you. Contractors do have the responsibility to have this same policy/program in place with their lower-tier subs. These policy/procedures may change at any time based on changing laws and regulations.

### E-Verify Contact Information:

- **For Employers:**
  - **Phone Number:** 888-464-4218
  - **TTY Number:** 877-875-6028
  - **Email Address:** [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov)
- **For E-Verify Employer Agents:**
  - **Phone Number:** 888-464-4218
  - **TTY Number:** 877-875-6028
  - **E-mail Address:** [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov)
- **For Employees:**
  - **Phone Number:** 888-897-7781
  - **TTY Number:** 877-875-6028
  - **Email Address:** [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov)
- They are available Monday through Friday, from 8:00 a.m. to 8:00 p.m. ET, except when the federal government is closed.
- For customers with hearing and speech impairment, the TTY phone is available Monday through Friday, from 8:00 a.m. to 5:00 p.m. ET, except when the federal government is closed.
- The normal response time for e-mail inquiries is two federal government workdays. If more time is needed to respond to the inquiry, you will be contacted within two federal government workdays to explain the need for additional time to respond and an estimated response time.

## **ATTACHMENT “G-1”**

### *E-Verify Affidavit Forms*

**(NOTE:** This form will be placed under “**TAB 8**” of your hard copy original)

**ATTACHMENT G-1 – E-Verify Affidavit – Contractor**(Place Under **Tab 8** of your Hard Copy Original)**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of (Name of Public Employer) has registered with, is authorized to and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

<b>Federal Work Authorization User Identification Number</b>	
<b>Date of Authorization</b>	
<b>Name of Contractor</b>	
<b>Name of Project</b>	
<b>Name of Public Employer</b>	

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_ 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**ATTACHMENT G-1 – E-Verify Affidavit – Contractor (cont.)****Contractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (Name of Contractor) on behalf of (Name of Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontract has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, an identification number and date of authorization are as follows:

<b>Federal Work Authorization User Identification Number</b>	
<b>Date of Authorization</b>	
<b>Name of Subcontractor</b>	
<b>Name of Project</b>	
<b>Name of Public Employer</b>	

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

**Executed on \_\_\_\_\_, \_\_\_\_\_ 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)**

\_\_\_\_\_  
**Signature of Authorized Officer or Agent**

\_\_\_\_\_  
**Printed Name and Title of Authorized Officer or Agent**

**SUBSCRIBED AND SWORN BEFORE ME ON THIS**

**THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_**

\_\_\_\_\_  
**NOTARY PUBLIC**

**MY COMMISSION EXPIRES: \_\_\_\_\_**

**ATTACHMENT G-1 – E-Verify Affidavit – Contractor (cont.)****Contractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with the sub-subcontractors who present and affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

<b>Federal Work Authorization User Identification Number</b>	
<b>Date of Authorization</b>	
<b>Name of Sub-Subcontractor</b>	
<b>Name of Project</b>	
<b>Name of Public Employer</b>	

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_ 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN BEFORE ME ON THIS**

**THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_**

\_\_\_\_\_  
**NOTARY PUBLIC**

**MY COMMISSION EXPIRES:** \_\_\_\_\_

**ATTACHMENT G-1 – E-Verify Affidavit (cont.)**

**O.C.G.A. § 50-36-1(e)(2)(f)(1) Affidavit**

By executing this affidavit under oath, as an applicant for a(n)

[*type of public benefit*], as referenced in O.C.G.A. § 50-36-1, from

[*name of government entity*], the undersigned applicant verifies one of the following with respect to any application for a public benefit:

- 1) I am a United States citizen
- 2) I am a legal permanent resident of the United States
- 3) I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other Federal Immigration Agency.

My alien number issued by the Department of Homeland Security or other Federal Immigration Agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1)(f)(1)(A), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed on \_\_\_\_\_, \_\_\_\_\_ 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Printed Name of Applicant**

**SUBSCRIBED AND SWORN BEFORE ME ON THIS**

**THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_**

\_\_\_\_\_  
**NOTARY PUBLIC**

**MY COMMISSION EXPIRES:** \_\_\_\_\_

**ATTACHMENT “H”**  
*Non-Collusive Affidavit*

**(NOTE:** This form will be placed under “**TAB 7**” of your hard copy original)

**ATTACHMENT H – Non-Collusive Affidavit**

(Place under **Tab 7** of Hard Copy Original)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he/she

**Proposer Name**

Is the owner/officer of the firm of \_\_\_\_\_, the party making the foregoing proposal, that such proposal is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposal price of affiant or of any other proposal, or to fix any overhead, profit, or cost element of said proposal price, or of that of any other proposal, or to secure any advantage against or any person interested in the proposed Contract; and that all statements in said proposal are true.

**DECATUR HOUSING AUTHORITY**

\_\_\_\_\_  
**Signature of Proposer if Proposer is an individual**

\_\_\_\_\_  
**Signature of Officer if Proposer is a corporation**

\_\_\_\_\_  
**Company Name**

**SUBSCRIBED AND SWORN BEFORE ME ON THIS**

**THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202 \_\_\_\_\_**

\_\_\_\_\_  
**NOTARY PUBLIC**

**MY COMMISSION EXPIRES: \_\_\_\_\_**



## **ATTACHMENT “I”**

### *General Conditions*

**This form is for INFORMATIONAL purposes only and will not be included as part of the proposal submittal**

## ATTACHMENT I – General Conditions

**Definitions** – Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

1. The term “**Contract**” means the Contract executed by the Local Public Housing Agency and the Contractor, of which these General Conditions and General Specifications form a part.
2. The term “**Authority**” or “**Local Public Housing Agency**” means Decatur Housing Authority who is authorized to undertake this contract.
3. The term “**Contractor**” means the person, firm or corporation entering the Contract with the Local Public Housing Agency to perform the work embraced in this Contract.
4. The term “**Project Area**” means the site.
5. The term “**Local Government**” means the City of Decatur, Georgia, within which the site is situated.
6. The term “**Contract Documents**” means and shall include all documents in the Bid package consists of the Bid documents, drawings, and addenda.
7. The term “**General Specifications**” means that part of the Contract Documents which describes, outlines, and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the service work to be performed under this contract.

**Assignment of Contract** – The Contractor’s obligations and duties under this Contract shall not be assigned in whole or in part by the Contractor without the written approval of the Authority, but this shall not prohibit the assignment of the proceeds due hereunder to a bank or financial institution nor shall this provision preclude the Contractor from subletting as provided in the Contract, parts of the work in accordance with the general practice of the building industry. This Contract may be assigned by the Authority to a corporation, agency, or instrumentality authorized to accept such assignment.

**Bidding** – All bids are irrevocable for a period of sixty days and the Authority reserves the right to reject any or all bids and to waive any informalities or irregularities in the bidding process. It is the bidder’s responsibility to visit the site and inspect the conditions of the apartments and the different apartment sizes prior to submitting a bid.

NOTE: Each bidder must be able to demonstrate to the satisfaction of the Authority that they have the experience and/or capability (supervisory, equipment, personnel, etc.) to do the work and to be able to do it for the bid. No one should bid if they cannot do a very good quality job and for the bid.

**Company Representative** – Furnish the name, address, and telephone number of your local agent or representative who will furnish the services to be performed hereunder during the entire term of this Contract. Said representative is to be available and perform required work after hours in the event of an emergency related to the work under this Contract.

**Conflict of Interest** – No member, officer, or employee of the Authority during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. No employee of the Authority shall be employed by the Contractor for performance of work under this contract.

**Contract period** – The Term of this contract will be for one year with the option of four one-year renewals at the discretion of the Housing Authority, unless otherwise specified.

**Equal Employment Opportunity** – During the period of this contract, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, disability, familial status, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment with without regard to their age, race, color, religion, sex, disability, familial status, or national origin.

The work to be performed under this contract requires that to the greatest extent feasible, opportunities for training and employment e give to lower income residents of the unit of local government and that contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part residing in the same area.

**General** – The Contractor is to provide all labor, equipment, supplies and materials for the performance of this work. The Authority will not be responsible or otherwise liable for the loss and/or damage to the Contractor's equipment. Any damage done to the grounds, buildings, or other property because of the Contractor and/or subcontractors or equipment is the responsibility of the Contractor.

**Insurance Requirements** – The Contractor shall maintain during the term of the Contract the following insurance coverage:

- a. **Comprehensive General Public Liability Insurance** – Protecting the Contractor from claims for all damages whatsoever, including damages for care and loss of services arising out of bodily injury, sickness or disease including death and/or damage to operations be by the Contractor or any subcontractor or anyone indirectly or directly employed by either of them in the amount of not less than \$1,000,000, including premise operations, contractual independent contractors and products and completed operations liability.

**Insurance Requirements (cont.)**

- b. Contractual Liability Insurance** – Afforded the Contractor or subcontractor shall cover in its entirety the following “**Hold Harmless Cause**”:

“The Contractor shall save and hold harmless the Owner individually and all employees of the foregoing from and against all liability, claims and demands of whatsoever kind or nature arising out of or connected with the performance of work by the Contractor, for on in behalf of the Owner, whether such injury, loss or damage shall have been occasioned by negligence of the Contractor or by any subcontractor of the Contractor or their employees. The Contractor will defend at his own expense any actions based thereon and shall pay all charges of attorneys and all cost and other expenses arising therefrom. And further the Contractor shall indemnify and save harmless, the Owner from and against any claims, costs, damages and demands, resulting from injuries, death or damage to property alleged to have arisen out of breach or violation of the Georgia Structural Act because of or connected with the performance of work by the Contractor.”

The Contractor will defend at his own expense any actions based thereon and shall pay all charges of attorneys and all cost and other expenses arising therefrom.

- c. Worker’s Compensation Insurance** – In an amount as may be required by the State or other Political Subdivision having jurisdiction over the territory or the employees in which this contract is performed and **Employer’s Liability Insurance** in the amount on not less than \$100,000.
- d.** The Contractor must also provide DHA with \$1,000,000 of **Owner’s and Contractor’s Protective Liability** coverage in an occurrence made from. A claims made policy is prohibited.
- e.** Also, \$1,000,000 of **Automobile Coverage** for all owned and non-owned vehicles must be provided.

**Payment** – Payment will be made following successful completion of all necessary work (and corrective action, if any) monthly. Payment requests shall be in the form of a monthly invoice along with the list of each location serviced attached. All work scheduled for payment shall be 100% satisfactory and 100% complete before payment will be made. The Authority will not pay for materials to be stored.

**Permits/Licenses** – The Contractor shall secure and pay for all permits, fees, licenses (including DeKalb County and a City of Decatur business license, when applicable), necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all applicable Federal, State, and local laws, ordinances, codes, rules, and regulations. The intent of this Contract is that the Contractor shall examine the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to DHA

**Proof of Insurance Coverage** – The Contractor shall furnish DHA Certificates of Insurance that meet State of requirements and are satisfactory to DHA. Policies are to be written on an occurrence basis only and not claims made. DHA is to be included on the Contractor's Insurance Certificate listed as the Certificate Holder. **DHA will not allow any work to begin without the specified insurance coverage listed herein.**

**Protection** – Exercised care not to deface adjacent work and carefully protect all DHA and resident property while work is going on, using suitable cover cloths or other approved protection. The Contractor will be required to make good on any damage caused by the Contractor. Keep free from damage to all surfaces. Protect equipment and items that are finished by their manufacturer and upon completion of the work, remove from the site any equipment required in exercising the Contract.

**Subcontractors** – All subcontractors must be approved in advance by DHA. A subcontractor's approval form must be completed by the Contractor and submitted to DHA for review. DHA encourages the Contractor to use "Minority Businesses and Women-Owned Enterprises" as subcontractors under this contract. All approved subcontractors must provide a Non-Collusive Affidavit and an Insurance Certificate before work assigned to them commences. DHA must be added as an additional insured to the subcontractor's insurance. All subcontractors at any tier level must be formally approved prior to work on DHA's projects. All required documentation will apply.

**Suspension of Work** – DHA has the right to suspend the Contract if it is apparent that the Contractor is failing to fulfill the terms of this Agreement. Once the requirements have been fulfilled the Contract will be reinstated and **NO** additional time will be added to the completion time of the Contract.

**Termination of Contract** – If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in these Contract Documents, DHA, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination DHA may take over the work and prosecute the same to completion, by contract or otherwise and the Contractor shall be held responsible for any additional cost incurred. DHA reserves the right to cancel the contract upon ten days written notice if the Contractor fails to fulfill the terms of this Agreement or fails to sufficiently accomplish on a timely basis the requirements of this Agreement. Contract may be terminated **without** notice if the actions of the Contractor or subcontractor in any way threaten the health and/or safety of the residents or employees or DHA property is placed at risk.

**Working Hours** – The acceptable working hours are specified in the General Specifications. The Contractor's working hours vary depending on the type of work being performed. The office hours for all locations of the Housing Authority are from 8:00 a.m. – 5:00 p.m., Monday through Friday.

## **ATTACHMENT “J”**

### *Company Hiring Policy*

**(NOTE:** This form will be placed under **“TAB 10”**  
of your hard copy original)

**ATTACHMENT J – Company Hiring Policy**

(Place under **Tab 10** of Hard Copy Original)

The hiring policy of \_\_\_\_\_ is that we employ the most  
**Name of Company**

competent people available, regardless of age, race, color, religion, sex, handicap, familial status, or national origin. It is also the policy of the company to make this intention clear to all unions, hiring halls, or any other agency supplying employees to this company. It is also the policy of this company to include the equal employment provisions of the 1964 Civil Right Law as part of our subcontracts. The company policy on firing or laying off employees is the same as the hiring policy.

**Signed by Official Representative:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**An Equal Opportunity Employer**

## **ATTACHMENT “K” – Form-HUD-50070**

### *Certification for a Drug-Free Workplace*

**To download this attachment please click on the link below:**

<https://www.hud.gov/sites/documents/50070.PDF>

**(NOTE:** This form will be placed under **“TAB 10”**  
of your hard copy original)



**ATTACHMENT “L”**  
*Certification Concerning EEO*

**(NOTE:** This form will be placed under “**TAB 9**”  
of your hard copy original)

**ATTACHMENT L – Certification Concerning EEO**

(Place under **Tab 9** of Hard Copy Original)

**Company:** \_\_\_\_\_

**Minority Employees:**

<b>Subcategory</b>	<b>Total Number of Employees</b>	<b>Caucasian</b>	<b>African American</b>	<b>Hispanic</b>	<b>Native- American</b>	<b>Asian or Pacific</b>
Officer/Supervisors						
Technicians						
Housing - Sales						
Rental Management						
Office/Clerical						
Service Workers						
Other						
Journeyman – Trade:						
Helpers – Trade:						
Apprentices – Trade:						
Other – Trade:						
<b>Total of All Employees:</b>						
<b>Total % of All Employees:</b>						

## **ATTACHMENT “M”**

### *Pricing Schedule*

**(NOTE:** This form will be placed under **“TAB 5”**  
of your hard copy original)

**ATTACHMENT M – Pricing Schedule**

(Place under **Tab 5** of Hard Copy Original)

Category Description	Price
Unclog Sewer Line	\$
Jet Sewer Line	\$
Unclog Toilets	\$
Unclog kitchen drains	\$
Replace and install new hot water heaters (price per hour)	\$
Pull and reset a toilet	\$
Replace shower manifold	\$

Additional Services to be Priced	Price
Backhoe Work (price per hour)	\$
Business hours labor charge – licensed plumber (price per hour)	\$
Business hours labor charge – helper (price per hour)	\$
Emergency (after business hours) labor charge – licensed plumber (price per hour)	\$
Emergency (after business hours) labor charge – helper (price per hour)	\$