



RFP Document

Part I- General Information

- 1.1 Introduction
- 1.2 Purpose
- 1.3 Method of Solicitation
- 1.4 Obtain Copies of this Solicitation

Part II- Supplemental Instructions to Respondents

- 2.1 Submission of Proposals
- 2.2 Interpretation/Questions
- 2.3 Addendum and Update Procedures for the RFP
- 2.4 Proposal Format
- 2.5 Submittal Forms
- 2.6 Acceptance of Proposals
- 2.7 Time for Reviewing Proposals
- 2.8 Withdrawal of Proposals
- 2.9 Award of Contract
- 2.10 HUD Debarment and Suspension List
- 2.11 Certification of Legal Entity
- 2.12 Cost Borne by Respondent
- 2.13 Best Available Data
- 2.14 Contact with ACHA, Staff, Board Members and Residents
- 2.15 Licenses and Insurance
- 2.16 Respondent Responsibilities
- 2.17 No Claim Against ACHA

Part III- Submission Requirements

- 3.1 Staffing and Qualifications
- 3.2 Relevant Experience and Past Performance
- 3.3 References
- 3.4 Respondent's Approach and Response to Scope of Service
- 3.5 Proposal Cost
- 3.6 Required Certifications/Forms

Part IV- Scope of Services

Part V- Procurement Process

- 5.1 Proposal Evaluation/Contract Award
- 5.2 Evaluation Criteria
- 5.3 Summary of Evaluation Criteria

**REQUEST FOR PROPOSALS (RFP) NO. 2401111- Remove & Replace Roofing-GHA-
Mountain View & Highlands
1480.2501.22**

PART 1- General Information

1.1 Introduction

The Goodwater Housing Authority managed by the Alexander City Housing Authority (hereinafter, "HA" or "ACHA" "GHA") is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families, within Goodwater, Alabama. The HA is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the HA's procurement policy.

1.2 Purpose

The Goodwater Housing Authority (GHA) managed by the Alexander City Housing Authority (ACHA) seeks proposals from qualified, licensed individuals and/or firms to Remove and Replace -Roofing at Mountain View & Highlands.

1.3 Method of Solicitation

GHA-is soliciting competitive proposals from qualified individuals and/or firms with a documented record of accomplishments providing the required work. The Request for Proposals (RFP) seeks to identify potential providers for the scope of services listed herein.

1.4 Obtain Copies of this Solicitation

Single copies of the RFP package may be obtained, at no cost by:

1. Visiting the ACHA's website at: www.alexcityhousing.org
2. Downloading at the Housing Agency Marketplace (E-procurement) at <https://ha.internationaleprocurement.com>
3. Requesting via email to michellewingler@alexcityhousing.org

Part II-Instructions for Submitting Proposals

2.1 Submission of Proposals

Respondents should submit **one (1) Hard Copy** of their proposal. The original submission shall be dated and signed by an authorized official of the company. Proposals must be submitted in a **sealed envelope** that shows the firm's name and address, and **clearly** written on the outside of the sealed envelope must be the words **"GHA- Remove & Replace Roofing at Mountain View & Highlands (-RFP 2401111)"** and must be submitted on or before **Thursday, December 12, 2024, at 2:00 pm (CST)**. The individual's/firm name must be enclosed in the sealed envelope with the hard copy.

Proposals received after the deadline date and time **may be** determined unacceptable. Refer to form **HUD 5369 B, Section 6**, regarding late submissions and withdrawals.

All proposals must be submitted in accordance with the conditions and instructions provided herein and must remain open for acceptance for one hundred and eighty (180) days from the due date. Proposals should demonstrate detailed plans on how the Respondent intends to provide the required services in a manner that will result in the successful and timely completion of the work. In addition, the proposal should demonstrate the Respondent's capacity and readiness to perform the Scope of Work immediately upon execution of a contract with GHA/ACHA. Finally, the proposal should include evidence of the Respondent's previous experience and qualifications, relative to the provision of such services.

**REQUEST FOR PROPOSALS (RFP) NO. 2401111- Remove & Replace Roofing-GHA-
Mountain View & Highlands
1480.2501.22**

2.2 Interpretation/Questions

During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP's requirements will be given to any prospective respondent. Requests for interpretation must be made, in writing, by the questions due date and time as indicated on the coversheet (first page) of the RFP and send to: Email: michellewingler@alexcityhousing.org

2.3 Addendum and Update Procedures for the RFP

During the period of advertisement for this RFP, GHA/ACHA may wish to amend, add to, or delete from, the contents of this RFP. In such situations, GHA/ACHA will issue an addendum to the RFP setting forth the nature of the modification(s). GHA/ACHA will email (or send via regular postal mail or fax upon request) any addenda to Respondents of this RFP solicitation. Interested parties may also view addenda on ACHA's website www.alexcityhousing.org or at the Housing Agency Marketplace at <https://ha.internationaleprocurement.com>. It shall be the responsibility of each Respondent to ensure they have any/all addenda relative to this RFP.

2.4 Proposal Format

All proposals shall be submitted in 8 ½ x 11-inch format, preferably in three (3) ring binders. Larger size pages or inserts may be used, provided they fold into 8 ½ x 11 inches. Inserts shall not be stapled together. All copies of the submittal must be identical in content and organization. The format of the Respondent's proposal should be structured the same as the format of the RFP. Proposals should be organized into sections and tabbed for ease of review. Respondents must provide a comprehensive Table of Contents at the front of the proposal. The proposal also must be organized in response to the Submission Requirements. The front cover of the proposal should bear the name and number of the RFP, the date, and the Respondent's name, address, phone number and email address.

2.5 Submittal Forms

Provided, as a part of the proposal, all required certifications and HUD forms, GHA/ACHA forms, licenses, and proof of insurance. All forms that require a signature or initials must bear an original initial or signature.

2.6 Acceptance of Proposals

Proposals must be signed, sealed, and received in a completed form at ACHA, no later than the proposal closing date and time. Proposals submitted after the designated closing date and time could potentially not be accepted and could potentially be returned unopened to the originator.

GHA/ACHA reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities. Respondents may be excluded from further considerations for failure to comply with the specifications of this RFP.

GHA/ACHA reserves the right to reject the proposal of Respondents, who have previously failed to perform properly or to complete on time, a contract of a similar nature. GHA/ACHA also reserves the right to reject proposals of Respondents who habitually, without just cause, neglect the payment of bills, or disregard their obligations to subcontractors, providers of materials, or employees.

2.7 Time for Reviewing Proposals

Proposals received prior to the closing date and time will be securely kept unopened until the closing date and time. Proposals received after the closing date and time could potentially not be considered. GHA's/ ACHA's Evaluation Committee, appointed by the Executive Director, will evaluate all proposals properly received.

The Evaluation Committee will analyze proposals within the 180 days of the date and time due and make a recommendation for award of contract or not to award, to the ACHA Executive Director.

**REQUEST FOR PROPOSALS (RFP) NO. 2401111- Remove & Replace Roofing-GHA-
Mountain View & Highlands
1480.2501.22**

2.8 Withdrawal of Proposals

Proposals may be withdrawn by written notice received any time before the contract award. Proposals may be withdrawn in person by Respondent or its authorized representative if the identity of such representative is established and a signed receipt of the withdrawn proposal is received by GHA/ACHA prior to the contract award.

2.9 Award of Contract

GHA/ACHA reserves the right to make an award based solely on the proposals or to negotiate further with the Respondent(s). The Respondent(s) selected for the award will be chosen based on an assessment of the greatest benefit to the GHA/ACHA, not necessarily based on lowest cost. GHA/ ACHA also reserves the right to negotiate and award any element of the RFP, make multiple awards, reject any or all proposals or waive any minor irregularities or technicalities in proposal received as in the best interest of GHA/ACHA. Contract shall be awarded to the Respondent(s) submitting a proposal according to the evaluation criteria contained herein. GHA/ACHA reserves the right to interview or receive demonstrations of products/services from one or more Respondent(s) whose submittals are evaluated above the acceptable 75 points as detailed in Section 5.1 Proposal Evaluation/Contract Award. The Respondent(s) to whom the award is made will be notified at the earliest practical date.

Contract Terms

This contract will be for the proposed scope of work as listed in this RFP.

2.10 HUD Debarment and Suspension List

The Respondent and all subcontractors' names or businesses must not appear on the HUD's Debarment and Suspension list.

2.11 Certification of Legal Entity

Prior to execution of the contract agreement, the Respondent shall certify that joint ventures, partnerships, team agreements, new corporations, or other entities that either exist or will be formally structures are, or will be, legal and binding under the Alabama State Law.

2.12 Cost Borne by Respondent

All costs related to the preparation of this RFP and any related activities are the responsibility of the Respondent. GHA/ACHA assumes no liability for any costs incurred by the Respondent throughout the entire selection process.

2.13 Best Available Data

All information contained in the RFP is the best data available to GHA/ACHA at the time the RFP was prepared. The information given in the RFP is not intended as representation having binding legal effect. This information is furnished for the convenience of Respondents and GHA/ACHA assumes no liability for any errors or omissions.

2.14 Contact with GHA/ACHA Staff, Board Members and Residents

Beyond the above referenced written communications, Respondents and their representatives may not make any other form of contact with GHA/ACHA staff, Board members, or residents. Any improper contact by or on behalf of Respondents may be grounds for disqualification.

2.15 Licenses and Insurance

The awarded individual/firm shall have and maintain all required licenses necessary to conduct business in the City of Alexander City and the State of Alabama. All licenses must be kept up to date for the duration of any ensuing contract. Copies of all licenses must be in the Procurement/Contract office prior to contract execution.

**REQUEST FOR PROPOSALS (RFP) NO. 2401111- Remove & Replace Roofing-GHA-
Mountain View & Highlands
1480.2501.22**

Prior to contract award and for the duration of the contract, the successful proposer will be required to provide proof of insurance (as outlines) and the ACHA shall be named as an additional insured.

Professional Liability (and/or Errors & Omissions) Coverage	\$1,000,000 each occurrence
General Liability Coverage	\$1,000,000 each occurrence
Comprehensive Automobile Liability Coverage	\$1,000,000 each occurrence
Workers' Compensation with Statutory Limits of the State of AL	

2.16 Respondent Responsibilities

Each Respondent is presumed by GHA/ACHA to have thoroughly studied this RFP and become familiar with the contents, locations, and nature of requests. Any failure to understand completely any aspect of this RFP is the responsibility of the Respondent.

2.17 No Claim Against GHA or ACHA

The Respondent shall not obtain, by submitting a proposal in response to this RFP, any claim against GHA, ACHA, ACHA's or GHA's property for reason of all or any part of any of the following: the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter any agreements; any statement, representations, acts or omissions of GHA/ACHA or any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.

PART III- SUBMISSION REQUIREMENTS

3.1 Tabbed Proposal Submittal

The Agency intends to retain the Contractor pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value", in that the Agency will, as detailed within the following Section 5.2, consider factors other than cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table 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 the corresponding tab reference also noted below. Inserts shall not be stapled together. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal. This Form must be fully completed. Executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	Form HUD-5369- Certifications and Representations of Offers Non-Construction, Form HUD SF-LLL Disclosure of Lobbying Activities, Form HUD 50071 Certification of Payments to Influence Federal Transactions, Form HUD 50070 Certification for a Drug-Free Workplace, Form HUD 2530 Previous Participation Certification, Certificate as to Corporate Principle Form, Non-Collusive Form These forms must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal, where applicable.
3.1.3	3	Profile of Firm Form. This Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services. Respondent shall place under this tab documentation further explaining the firm's services and showing how the firm intends to fulfill the requirements of the Scope of Work listed in the preceding Section Part IV herein, including, but not limited to:
3.1.4.1		The proposer's DEMONSTRATED UNDERSTANDING of the AGENCY'S REQUIREMENTS and REQUESTED SERVICES.

**REQUEST FOR PROPOSALS (RFP) NO. 2401111- Remove & Replace Roofing-GHA-
Mountain View & Highlands
1480.2501.22**

3.1.4.2		APPROPRIATE TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED . Provide a detailed narrative that demonstrates the approach or how the Respondent will engage with GHA/ACHA staff. Outline its anticipated approach/engagement for each element of work identified in the Scope of Work. The outlined approach/engagement should be consistent with the objectives and requirements set forth in the RFP and should address how services will be immediately provided upon execution of a contract.
3.1.4.3		TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein). Describe professional competence and experience with Removal and Replacement of Roofing Materials.
3.1.4.4		The proposer's DEMONSTRATED EXPERIENCE in performing similar work and DEMONSTRATED SUCCESSFUL PAST PERFORMANCE . Identify similar or related work performed for public housing authorities or other companies that has been completed to date.
3.1.4.5		If appropriate, how staff are retained, screened, trained and monitored.
3.1.4.6		Approach to QUALITY CONTROL
3.1.5	5	Managerial Capacity/Financial Viability/Staffing Plan . The proposer's entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of the <i>Profile of Firm Form</i> .
3.1.6	6	Client Information . The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number and email address;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided
3.1.7	7	Equal Employment Opportunity/Supplier Diversity . 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 supplier diversity (e.g., small, minority, and women-owned businesses).
3.1.8	8	Subcontractor/Joint Venture Information . The proposer shall identify hereunder whether he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. If the Respondent is a joint venture, or another entity formed solely for responding to this RFP, provide evidence of prior successful collaborations. Proposer will submit under tab 3 a Profile of Firm for each subcontractor /joint venture that he/she intends on utilizing.
3.1.9	9	Section 3 Plan, Clause Compliance Commitment Form and Participation Election Form Documentation . All respondents must read the attached Section 3 Plan. All respondents must read, sign, and submit the Section 3 Clause Compliance Commitment Form and Section 3 Participation Election Form. Any respondent who is Certified Section 3 Business must include the certification, along with the Section 3 Business Concern Certification Form. These forms shall be included under this tab and be fully completed and executed.
3.1.10	10	Other Information . The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
3.1.11		No Information Placed under a Tab . If no information is to be placed under any of the above noted tabs, please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK". DO NOT eliminate any of the tabs
3.1.12		Proposal Submittal Binding Method . It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e., "comb-type;" etc.) or remove the pages from the cover (i.e., 3-ring binder; etc.) to make copies, and then conveniently return the proposal submittal to its original condition.

REQUEST FOR PROPOSALS (RFP) NO. 2401111- Remove & Replace Roofing-GHA-
Mountain View & Highlands
1480.2501.22

3.2 Proposal Pricing/Cost

Respondents shall provide a fixed proposed cost for the Statement/Scope of Work (SOW) listed below.

Remove & Replace Roofing-GHA-Mountain View & Highlands

- Site Visit is required
 - The Contractor is to provide all materials, tools and labor necessary to install new architectural shingles on roofs of apartments:
 - Mountain View apartments 101-106 & 119-124
 - Highlands apartments 125-140
 - The Contractor will need a generator for electricity. Use of tenants' apartments for electricity will not be allowed.
 - Before installing new roofing materials all old felt must be removed in order to inspect roof decking condition.
 - Any rotted, damaged or loose decking must be repaired before installing shingles.
 - Provide a separate per sheet price (labor only) for replacement of any decking. Materials will be purchased by the Housing Authority
 - Provide a separate per hour price (labor only) for replacement of any damaged fascia wood or metal. Materials will be purchased by the Housing Authority.
 - Any new decking must be a minimum of 7/16 in in thickness or matching original decking if it is thicker
 - Eave material must be at least as wide as existing metal so as to properly cover existing fasci a metal by a minimum of ½”.
 - Replacement felt must be of a synthetic variety and fastened in accordance with manufacturer's specification
 - Starter shingles must be used and have a minimum 3/8 “ and maximum ¾” overhang past drip edge
 - All valleys must have a layer of ice & water shield applied before shingles are laid
 - Valleys must be woven or California cut
 - Shingles must be laid according to manufacturer's specifications and must meet all codes for central Alabama
 - Shingle-over ridge cap will be used even if these are not on original roof
 - All roof vents must be replaced with similar new roof vents
 - All materials should match existing materials as closely as possible. Any deviation from this must be discussed and accepted by GHA/ACHA before proceeding with work
 - Any construction issues not noted in scope of work but become revealed during construction must be immediately brought to the attention of GHA/ACHA
 - Contractor must use methods that keep damage to lawns and shrubbery to a minimum
 - If damage should occur, contractor will be responsible for suitable repairs
 - All equipment must be operated in a safe manner and should not hinder traffic flow except for short periods of time
 - All construction debris is the responsibility of the contractor and must be disposed of properly
 - Areas around buildings and dumpsters must be swept for nails and tacks every day
 - Any damage to personal property as a result of the work will e the sole responsibility of the contractor
 - During construction, the area must be kept clean and safe at all times
-
- **HUD Maintenance Wage Rates Determination (MWRD)**- HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), the HA must ensure that contractors do not pay its employees that perform such work for the HA at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a bid, each bidder thereby agrees to and verifying that he/she will not pay his/her employees at rates less than designated rates from HUD.

**REQUEST FOR PROPOSALS (RFP) NO. 2401111- Remove & Replace Roofing-GHA-
Mountain View & Highlands
1480.2501.22**

3.3 Required Certifications/Forms

Each proposal shall contain an executed copy, if applicable, of the following HUD and GHA/ACHA forms, which are attached herein. If a form does not apply, please state 'not applicable' and include in the proposal submission:

	Section 3 Clause Compliance Commitment Form
	Section 3 Participation Election Form
	Form of Proposal
	Profile of Firm Form
	Certificate as to Corporate Principle Form
	Non-Collusive Form
Form HUD 5369-B	Instructions to Offerors-Non-Construction
Form HUD 5369	Certifications and Representations of Offerors-Non-Construction Contract
Form HUD SF-LLL	Disclosure of Lobbying Activities
Form HUD 50071	Certification of Payments to Influence Federal Transactions
Form HUD 50070	Certification for a Drug-Free Workplace
Form HUD 2530	Previous Participation Certification

PART IV- SCOPE OF SERVICES

See Section 3.2 of this RFP

PART V-PROCUREMENT PROCESS

5.1 Proposal Evaluation/Contract Award

Proposals received in response to this solicitation will be evaluated using the following evaluation process.

- a. The evaluation process will be used to determine the firms that will comprise the short list, from which final selection for contract award will ultimately be made.
 - 1) During the evaluation process, technical proposals will be evaluated and scored by an Evaluation Committee.
 - 2) Each member of the Evaluation Committee will score each proposal.
 - 3) Scoring will be based on predetermined Evaluation Criteria. The available points associated with each area of consideration are shown below in item 5.2.
 - 4) The results of the evaluation, of both technical and cost proposals, will be used to determine those proposals to be considered in the competitive range.
 - 5) Proposals will be considered acceptable if they have a minimum score of 75 points and above.
 - 6) The Authority may require that proposers whose submittals are above the minimum score of **75 points**, be interviewed by the Authority's Evaluation committee if deemed necessary. The Respondent should be prepared to field questions concerning their qualifications and/or the required services to the Authority's Evaluation Committee. The Authority reserves the right to have one or more respondent(s) subject to an interview.
 - 7) Cost proposals will be considered acceptable if the proposed cost is clearly not excessive compared to the proposed costs of other Respondents with acceptable technical proposals.

**REQUEST FOR PROPOSALS (RFP) NO. 2401111- Remove & Replace Roofing-GHA-
Mountain View & Highlands
1480.2501.22**

- 8) Respondents with acceptable technical and cost proposals may be requested to supply additional information to assist in completing the due diligence review. Failure to satisfactorily complete the due diligence review within the timeframe established by GHA/ACHA will result in disqualification of Respondents proposals.

- b. Scoring will be based upon how well the proposal meets the criteria established in this RFP.

- c. GHA/ACHA reserves the right to make no award or decline to enter negotiations should it believe that no Respondent to this RFP would be capable of delivering the necessary level of service within an acceptable price range and/or the time period.

- d. The Evaluation Committee will evaluate the merits of proposals received in accordance with the criteria stated in the RFP and formulate a recommendation. However, while a numerical rating system may be used to assist the Evaluation Committee in selecting the competitive range (if necessary) and making an award recommendation decision, the award decision is ultimately a business decision that will reflect an integrated assessment of the relative merits of the proposal using the criteria and their relative weights disclosed in the RFP.

5.2 Evaluation Criteria

- a. **Proposed Costs** : **10 Points**
 - 1) The proposed costs the proposer proposes to charge the HA to provide the required work.

- b. **Demonstrated Understanding of the Requirements:** **20 Points**
 - 1) How the Proposer demonstrates the understanding of all the requirements and work involved in this RFP.

- c. **Appropriateness of the Technical Approach/ Quality of Work:** **35 Points**
 - 1) The Proposer's business background (number of years in business), any special license obtained. The appropriateness of the labor categories estimated hours and skill mix.
 - 2) The Proposer's quality of work as noted by the previous clients and references listed in RFP.
 - 3) The Proposer's demonstrated ability to meet costs, schedules, and any other requirement of this RFP.

- d. **Technical Capabilities:** **35 Points**
 - 1) The proposer noted personnel, equipment, and materials to be used for the requirements of this RFP. The proposer's noted management plan includes staffing, method of assigning work and maintaining level of service.

- e. **Section 3 Plan, Compliance Commitment & Participation Election Form Documentation.** **10 Points**

REQUEST FOR PROPOSALS (RFP) NO. 2401111- Remove & Replace Roofing-GHA-
Mountain View & Highlands
1480.2501.22

5.3 Summary of Evaluation Criteria

Evaluation Criteria Points

Proposed Costs	10 Points
Demonstrated Understanding of the Requirements:	20 Points
Appropriateness of the Technical Approach/ Quality of Work:	35 Points
Technical Capabilities:	35 Points
Section 3	<u>10 Points</u>
Total	110 Points



REQUEST FOR PROPOSALS (RFP) NO. 2401111- Remove & Replace Roofing-GHA-
Mountain View & Highlands
1480.2501.22



COST PROPOSAL FORM

TYPE OF PROJECT: The Goodwater Housing Authority managed by the Alexander City Housing Authority (“GHA/ACHA”) seeks proposals from qualified, licensed individuals and/or firms to Remove and Replace roofing at Goodwater Housing Authority

DATE ISSUED: Tuesday, November 12, 2024

CONTACT PERSON: Michelle Wingler, Procurement/Contract Manager
michellewingler@alexcityhousing.org

LAST DAY FOR QUESTIONS: Thursday, December 2, 2024, at 2:00 pm (CST)

SUBMISSION DEADLINE: Thursday, December 12, 2024, at 2:00 pm (CST)

FILL IN BELOW AND SIGN. PRICES ARE GUARANTEED FOR A MINMUM OF 180 DAYS FROM PROPOSAL DEADLINE DATE.

COMPANY NAME:

CONTACT:

Signature	Printed Name	Title
-----------	--------------	-------

ADDRESS:

Street/POB	City	State	Zip
------------	------	-------	-----

PHONE: _____ FAX: _____ EMAIL: _____

Date Signed: _____

REQUEST FOR PROPOSALS (RFP) NO. 2401111- Remove & Replace Roofing-GHA-
Mountain View & Highlands
1480.2501.22

FORM OF PROPOSAL

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed proposal submittal.)

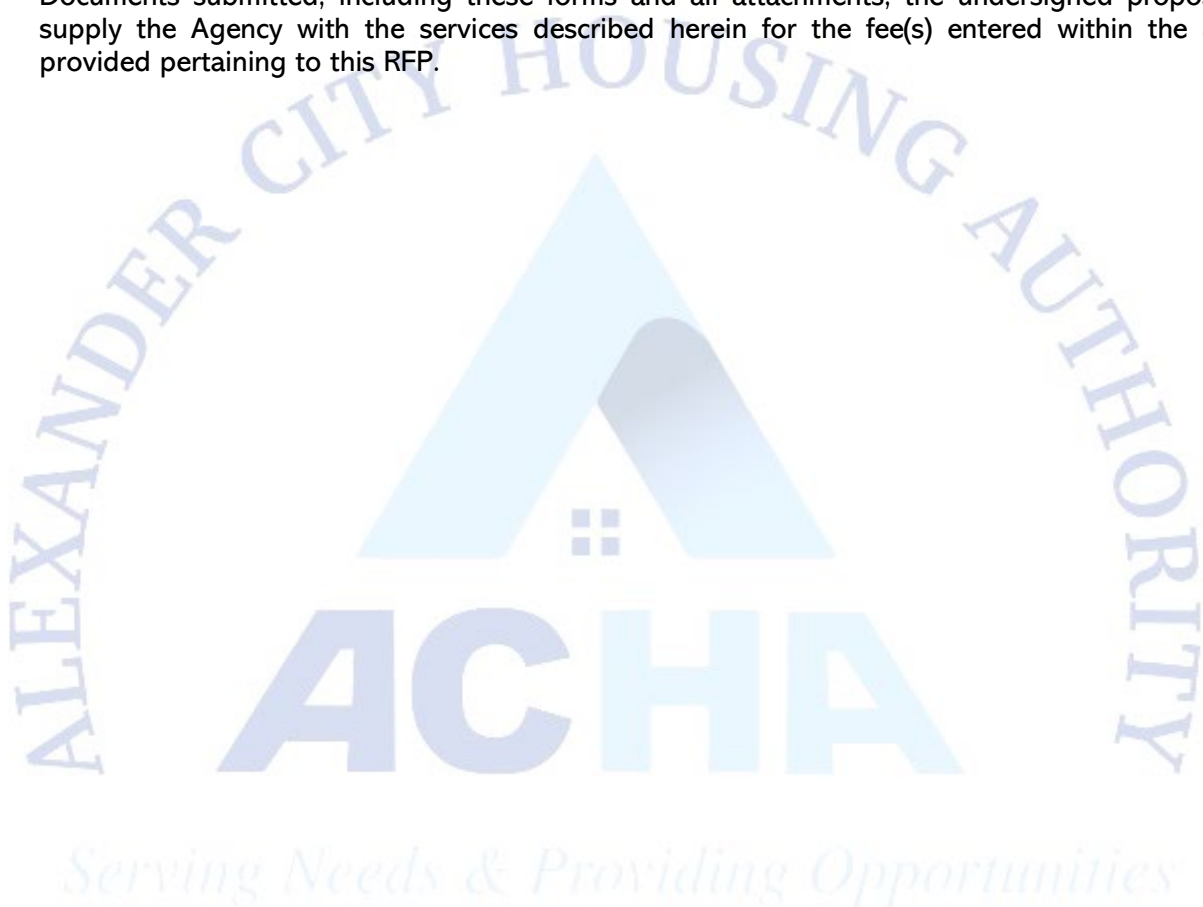
1. **Instructions:** Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X", where provided, to verify that the referenced completed form or information has been included within the proposal submittal, submitted by the proposer. Also, complete the Section 3 Statement and the Proposer's Statement as noted below:

X=ITEM INCLUDED	Tab No.	SUBMITTAL ITEMS (one original signature copy of each document)
1	1	Form of Proposal
2	2	Form HUD-5369-C and other required forms
3	3	Profile of Firm Form
4	4	Proposed Services
5	5	Managerial Capacity/Financial Viability/Staffing Plan
6	6	Client Information
7	7	Equal Employment Opportunity Statement/ Supplier Diversity
8	8	Subcontractor/Joint Venture Information
9	9	Section 3 Plan, Clause Compliance & Participation Election
10	10	Other Information

2. **Debarred Statement.** Has this firm, or any principal(s) thereto, ever been debarred from providing any services by the Federal Government, or any state government, the State of Alabama, or any local government agency within or without the State of Alabama?
YES_____ or NO_____. If "YES" please attach a full detailed explanation, including dates, circumstances, and current status.
3. **Disclosure Statement.** Does this firm/company or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency?
YES_____ or NO_____. If "YES", please attach a full detailed explanation, including dates, circumstances, and current status
4. **Felony Disclosure.** Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony?
YES_____ or NO_____. If "YES", please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not make award to any proposer that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.
5. **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, or 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 or affiliate or of any other proposer, to fix overhead, profit or cost element of said proposed price or affiliate or of any other proposer or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said proposal are true.

FORM OF PROPOSAL

6. **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 the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency. Pursuant to all RFP documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned propose to supply the Agency with the services described herein for the fee(s) entered within the areas provided pertaining to this RFP.



Signature

Date

Printed Name

Company

PROFILE OF FIRM FORM



(This Form must be fully completed and placed in the submittal.)

Prime _____ Sub-Contractor _____
(Proposer must also identify his sub-contractors (if any) by providing Profile of Firm form for each)

1) Name of Firm: _____

2) Street Address, City, State, Zip: _____

3) Telephone: _____ Fax: _____

4) Email: _____

5) Proposer Diversity Statement: You must check all of the following that apply to the ownership of this Firm and enter where provided the correct percentage (%) of ownership of each:

_____ Caucasian American (Male) (%)	_____ Public-Held Corporation (%)	_____ Government Agency (%)	_____ Non-Profit Organization (%)
_____ Women-Owned (MBE) (%)	_____ Women-Owned (Caucasian) (%)	_____ Disabled Veteran (%)	_____ Other (Specify) (%)

WMBE Certification Number: _____

Certified by: _____

(NOTE: A Certification/ Number Not Required To Propose-Enter If Available)

6) Federal Tax ID No. _____
DUNS No. _____

7) Business License No. _____ State _____

8) General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

9) Worker's Compensation Insurance Carrier: _____

Policy No. _____ Expiration Date _____

PROFILE OF FIRM FORM

10) Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

11) 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 Alabama, or any local government agency within or without the State of Alabama? YES _____ NO _____
If "YES" please attach a full detailed explanation, including dates, circumstances, and current status.

12) Disclosure Statement: Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of ACHA? YES _____ - NO _____
If "YES" please attach a full detailed explanation, including dates, circumstances, and current status.

13) Non-Collusive Affidavit: The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid 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 bid or to refrain from proposing or bidding, 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 or bid price, or that any other proposer or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bids are true.

14) 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 GHA/ACHA discovers that any information entered herein is false, that shall entitle GHA/ACHA to not consider nor make or to cancel any award with the undersigned party.

15) Code of Alabama § 11-93-2. Maximum amount of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.
The recovery of damages under any judgment against a governmental entity shall be limited to \$ 100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to \$300,000.00 the aggregate where more than two persons have claims or judgements on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgement against a governmental entity shall be limited to \$ 100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death, or property damage in excess of the amounts herein above set forth. (Acts 1977, No. 673, p. 1161, §2.)

Signature

Date

Printed Name

Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
_____ of the corporation Named as the
Principle in the within bond; that _____,
who signed the said bond on behalf of the Principle was then _____
of said corporation; that I know his signature, and his signature thereto is genuine, and
that said bond was duly signed, sealed, and attested to for and in behalf of said
corporation by authority of its governing body.

(Affix Corporate Seal)

NON-COLLUSIVE AFFIDAVIT
(Prime Bidder/ Respondent)

State of _____

County of _____

_____, Being first duly sworn, deposes and says that he/she is
_____, (a partner or officer of the firm of, etc.) the party making
the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said
respondent/bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any
respondent/bidder person, to put in a sham bid/cost or to refrain from bidding or submitting cost
proposal, and has not in any manner, directly or indirectly, sought by agreement to collusion, or
communication or conference, with any person, to fix the bid/cost price of affiant or of any other
respondent/bidder, or to secure any advantage against the Goodwater Housing Authority managed by
the City of Alexander City Housing Authority or any person interested in the proposed contract:

And that all statements in said proposal or bid are true.

(Respondent/Bidder, if the respondent/bidder is an individual ; Partner, if the respondent/ bidder is a
Partnership; officer, if the respondent/bidder is a corporation)

Subscribed and sworn to before me this

_____ Day of _____, 20__

My commission expires _____, 20__

CONTRACT BETWEEN *SAMPLE Contract*
ALEXANDER CITY HOUSING AUTHORITY
AND

INTRODUCTION

This contract by and between the Goodwater Housing Authority managed by the Alexander City Housing Authority (hereinafter "HA"), and _____, (hereinafter "the Contractor") is hereby entered into this _____ day of _____, 2024.

Services pursuant to this contract shall begin on the _____ day of _____, 2024, and shall end on the _____ day of _____, 2025, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday, or legal holiday, then the period of time shall be automatically extended to include the next workday). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices, and all listed attachments.

1.0 Definitions:

- 1.1 **Housing Authority (HA):** Any reference herein or within any Appendix to the "Housing Authority" shall be interpreted to mean the same as the HA or any properties Managed by the Alexander City Housing Authority including the Goodwater Housing Authority.
- 1.2 **Contracting Officer (CO):** The HA Contracting Officer, typically the HA Executive Director, but may be another person delegated such authority by the ED.
- 1.3 **Executive Director (ED):** The HA Executive Director.
- 1.4 **Request For Proposals (RFP):** A competitive solicitation process conducted by the HA wherein award was completed to the top-rated responsive and responsible proposer.

2.0 Services and Payment:

- 2.1 **Scope of Services:** The services provided pursuant to this contract as directed in the Scope Of Work as listed.
- 2.2 **Cost/ Value of Services:**

2.3 Billing Method:

2.3.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

The Goodwater Housing Authority managed by the Alexander
City Housing Authority
Attn: Property Manager and /or Maintenance Supervisor
633 A Street
Alexander City, Alabama 35010

2.3.2 At a minimum, the invoice shall detail the following information:

- 2.3.2.1** Unique invoice number;
- 2.3.2.2** Contractor's name, address and telephone number;
- 2.3.2.3** Date of invoice and/or billing period;
- 2.3.2.4** Applicable Contract No. C-2401111
- 2.3.2.5** Applicable Purchase Order No;
- 2.3.2.6** Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report)
- 2.3.2.7** Total dollar amount being billed

2.3.3 The HA receives the right to pay each such properly completed invoice received on a Net/30 basis. Invoices, along with a completed certified payroll sheet must be submitted to the appropriate Maintenance Personnel

3.0 HUD Maintenance Wage Rates Determination (MWRD)- *HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), the HA must ensure that contractors do not pay its employees that perform such work for the HA at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a bid, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than the following:*

3.1 The Current Davis Bacon Wage Determinations for Tallapoosa County can be found on the following website:

3.1.1 <https://sam.gov/content/wage-determinations>

4.0 Contractor's Obligations: Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:

4.1 Supervision and Oversight: The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the HA properties pursuant to this contract

4.2 Qualified Personnel: The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term “qualified personnel” shall mean those personnel that have been investigated, tested and trained in the manner described within this contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor’s normal conduct of business. The Contractor will submit to the HA a list of all employees, a copy of their driving licenses and classifications of employees to be working on said contract. The Goodwater Housing Authority managed by the Alexander City Housing Authority is a certified drug free workplace and as such, expects contractors and their employees performing work on the Alexander City Housing Authority properties including the Goodwater Housing Authority, to adhere to these standards. If at any time during this contract, a contractor or their employee appears to be under the influence, the Contractor will be asked to remove/replace said employee. The Alexander City Housing Authority maintains a list of individuals barred from the properties of the Alexander City Housing Authority. Anyone on this list will not be allowed to work on the Alexander City Housing Authority properties or properties managed by the Alexander City Housing Authority including the Goodwater Housing Authority. There are two (2) Youth and Adult Centers included in the Alexander City Housing Authority properties, therefore anyone registered as a sex offender will not be allowed to work on any of the properties owned or managed by the Alexander City Housing Authority.

4.3 Compliance with Federal and State Laws: All work performed by the Contractor, pursuant to this contract, shall be done in accordance with all applicable Federal, State and local laws, regulations, codes and ordinances.

4.4 Insurance Requirements:

4.4.1 The complete indemnity requirements are detailed within Section 11.19 herein

4.4.2 In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

4.4.2.1 Policy of General Liability Insurance, \$1,000,000 per occurrence, \$1,000,000 aggregate together with damage to the premises and fire damage of \$50,000 with a deductible not greater than \$1,000. The HA shall be named upon certificate issued as an” additional insured”, together with providing a copy of the corresponding endorsement evidencing the same.

4.4.2.2 Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle

must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,00 and medical pay of \$5,000 with a deductible not greater than \$1,000.

4.4.2.3 Worker's compensation coverage evidencing carrier and coverage amount

4.4.2.4 The Contractor shall provide to the HA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above reference insurance (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.

4.4.2.5 Insurance certificate(s) /endorsement(s) shall be delivered to the following person representing the HA:

Michelle Wingler
Procurement/Contract Manager
Alexander City Housing Authority
2110 County Road
Alexander City, Alabama 35010

4.5 Financial Viability and Regulatory Compliance:

4.5.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state, and local licensing authorities and that it processes all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state, or local taxes or business assessments.

4.5.2 The Contractor agrees to promptly disclose to the HA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such an issue to the HA in writing within 5 days of such notification received will constitute a material breach of this contract.

4.5.3 The Contractor further agrees to promptly disclose to the HA any change of more than 50% of its ownership and/ or any declaration of bankruptcy that the contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/ or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of the contract.

4.5.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to the HA within the time periods required herein

5.0 Modification: This contract shall not be modified, revised, amended, or extended except by written addendum, executed by both parties.

6.0 Severability: The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

7.0 Applicable Laws:

7.1 Compliance with Federal and State Laws: All work performed by the Contractor, pursuant to this contract, shall be done in accordance with all applicable Federal, State, and local laws, regulations, codes, and ordinances.

7.2 Jurisdiction of Law: The laws of the State of Alabama shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and /or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Tallapoosa County, Alabama is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

8.0 Notices, Invoices and Reports:

8.1 All notices, reports and/or invoices submitted to the HA by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the HA:

**Michelle Wingler
Alexander City Housing Authority
2110 County Road
Alexander City, AL 35010
256-329-2201**

Or if appropriate, faxed to: 256-329-6535 or emailed to michellewingler@alexcityhousing.org

8.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

9.0 Disputed Billings (Charges):

9.1 **Procedures:** In addition to the procedures detailed within Clause No. 7 of Appendix No. 1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section 1-(With or without Maintenance Work)*, in the event that 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:

9.1.1 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

9.1.2 If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the CO and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution

9.1.3 If the CO and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, the HA shall, within 10 days thereafter, either:

9.1.3.1 pay the disputed charges and reserve the right to submit the matter to the Alabama Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of Alabama

9.1.3.2 not pay the disputed charge and submit the matter to the Alabama Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of Alabama

9.1.3.3 not pay the disputed charge and allow the Contractor to submit the matter either to the Alabama Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of Alabama

9.1.4 The decision from arbitration will be binding upon both parties. If the decision is averse to the HA, the HA shall pay the HA's receipt of the decision. If the decision is in favor of the HA, the Contractor will either:

9.1.4.1 clear the amount which is ordered from the HA account; or

9.1.4.2 repay to the HA the amount ordered

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision

10.0 24 CFR 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:

10.1 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 a 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 party to deliver to the other party 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 of time). Further, the HA shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

10.1.1 If the Contractor is in material breach of the contract, the HA may promptly invoke the termination clause detailed within Section No. 3 of Appendix No. 1, Form HUD 5370-C (10/2006), *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 for the termination.

10.1.2 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 a written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time 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).

10.1.3 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 action(s).

10.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.

10.2 Termination for Cause and Convenience: As detailed within Clause No. 3 of Attachment G-1, Form HUD 5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section 1-(Within or Without Maintenance Work)*, attached hereto.

10.3 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).

10.4 Copeland "Anti-Kickback" Act: For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C 874) as supplemented in Department of Labor Regulations (29 CFR Part 3)

10.5 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)

10.6 Section 103 and 107 of the Contract Work Hours and Safety Standards Act: For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$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)

- 10.7 Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 10.8 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
- 10.9 Copy Rights/ Rights in Data:** In addition to the requirements contained within Clause No.5 of Attachment G-1, *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:
- 10.9.1** 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.
- 10.9.2** 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.
- 10.10 Access to Records:** Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transmissions
- 10.11 Record Retention:** Both parties hereby guarantee retention of all required records for three records after grantees or subgrantees make final payments and all other pending matters are closed.
- 10.12 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).

10.13 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).

11.0 Additional Considerations:

11.1 Right of Joinder Pursuant to NRS 332.195:

11.1.1 Any political subdivision within the State of Alabama may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms, and conditions of these documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.

11.1.2 The Contractor shall retain the unilateral right to all or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the HA contract, it is expressly understood that the HA shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

11.2 Non-Escalation: Unless otherwise specified within the documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

11.3 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:

11.3.1 funding is not available

11.3.2 legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

11.3.3 the HA's requirements in good faith change after award of the contract

11.4 Unless otherwise stated in the documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this contract, 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 contractor and any costs that were submitted by the Contractor in response to the RFP shall reflect all costs required by the Contractor to procure and provide such necessary permits.

11.5 Taxes: All persons doing business with the HA are hereby made aware that the HA is exempt from paying State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

11.6 Government Standards: It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State, and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA) and any other enacted ordinance, code, law, or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.

11.7 Freight on bill and delivery: All costs submitted by the 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.

11.7.1 The Contractor agrees to deliver to the designated location(s) on or before the date specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor 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.

11.8 Backorders:

11.8.1 The CO must be notified in writing by the contractor within 10 days of any and all backordered materials and/or any complete services; and the estimated delivery date

11.8.2 Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the HA, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the HA to do so

11.9 Work on HA Property: If the Contractor's work under the contract involves operations by the Contractor on HA premises, the Contractor 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 Contractor, its agents, employees, or subcontractors.

- 11.10 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.
- 11.11 Subcontractors:** Unless otherwise stated within the documents, the Contractor 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 CO.
- 11.12 Salaries and Expenses Relating to the Contractors Employees:** Unless otherwise stated within the documents, the Contractor 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 Contractor 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 furnished under this agreement.
- 11.13 Attorney's Fees:** If 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 of such litigation, including reasonable attorneys' fees, The amount allowed as attorneys' fees shall be taxed to the losing party as costs of the suit unless prohibited by law.
- 11.14 Independent Contractor:** Unless otherwise stated within the documents or the contract, the Contractor 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.
- 11.15 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 to the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 11.16 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 neither of them shall be the limitation of any other remedy, right, obligation or agreement of either party.
- 11.17 Time of the Essence:** Time is of the essence under this agreement as to each provision in which time of performance is a factor

11.18 Limitation of Liability: The HA along with the Contractor shall be mutually liable for any indirect, incidental, consequential, or exemplary damages.

11.19 Indemnification:

11.19.1 The Contractor shall indemnify, defend, and hold the HA (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgements, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) ensure that all contractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the HA against any loss or damage which was specifically caused by the HA providing inaccurate information to the Contractor, filing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

11.19.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the HA, its officers, employees, and agents, 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 Contractor has indemnified the HA. If the Contractor shall fail to do so, the HA shall have the right, but not the obligation, to defend the same and to change all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

11.19.3 Any money due to the Contractor under and by virtue of this contract, which the HA believes must be withheld from the Contractor to protect the HA, may be retained by the HA so long as it is reasonably necessary to ensure the HA's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the HA provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the HA from any potential claims.

11.19.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies, and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

12.20 Lobbying Certification: By execution of this contract with the HA the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

12.20.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 a Member of Congress, in connection with the awarding Federal contract, the making of any Federal loan, the entering into any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

12.20.2 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to report Lobbying, in an accordance with its instructions.

12.20.3 The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

12.21 Additional Federally Required Orders/Directives: Both parties agree that they will comply with the following laws and directives, where applicable

12.21.1 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.

12.21.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of 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 receives federal financial assistance. The HA hereby extends 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.)

12.21.3 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.

- 12.21.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age
- 12.21.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et seq)
- 12.21.6 HUD Information Bulletin 909-23 which is the following:
- 12.21.6.1 Notice of Assistance Regarding Patent and Copyright Infringement
 - 12.21.6.2 Clean Air and Water Certification; and,
 - 12.21.6.3 Energy Policy and Conservation Act
- 12.21.7 That the funds that are provided by the HA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended, or ineligible Contractor.
- 12.21.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 12.21.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not 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 in 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 part.

13.0 Appendices:

13.1 The following noted documents are placed under each of the noted appendix and are a part of this contract:

13.1.1 Appendix No. 1: Form HUD 5370-C (10/2006), *General Condition for Non- Construction Contracts, Section 1-(With or Without Maintenance Work)*, aka Attachment G-1 of the RFP document:

13.1.2 Appendix No. 2: Scope of Services, as agreed upon by negotiation between the HA and the Contractor;

13.1.3 Appendix No. 3: The proposed fee(s) submitted by this contractor in response to the RFP, or any negotiated fee(s) that resulted thereto, which fee(s) shall apply to each procurement that ensues from this contract;

13.1.4 Included by reference is any document or clause as a part of RFP 2401111- that the HA may choose to include at any time during the performance of this contract or any options exercised thereto by the HA. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the HA upon written request for such from the contractor.

13.2 Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item)

14.0 **Certifications:** The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

Sample

By: _____ Date: _____

Alexander City Housing Authority and Properties Managed by the Alexander City HA:

By: _____ Date: _____

Darold Sterling, Executive Director