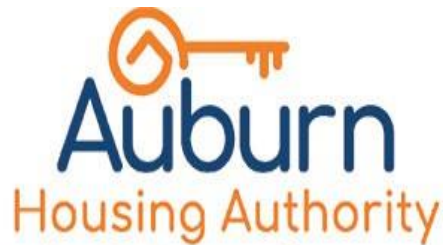


**REQUEST FOR PROPOSALS
RFP NO. P24001
LAWN MAINTENANCE SERVICES**



Your Key To Housing Opportunities

**PROPOSALS DUE:
April 30, 2024, at 3:00 p.m.**

**Issued
April 9, 2024**

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RFP Document

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Auburn Housing Authority (hereinafter, “AHA” or “the Agency”) is a public entity that was formed in 1949 to provide federally subsidized housing and housing assistance to low-income families, within the City of Auburn, AL. The Agency is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of 2 CFR §200.317 through §200.326, *Procurement Standards* (hereinafter, “2 CFR”) and the Agency’s procurement policy. Though brought into existence by a Resolution of the City of Auburn, it is a separate entity from the City.

Currently, the Agency manages the following detailed housing units: (a) 406 Project-based Voucher (PBV) units; (b) 50 Low-income Public Housing Units; and approximately 298 Housing Choice Vouchers (HCV). The Agency currently has approximately 20 employees.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed, and insured entities to provide the above-mentioned services to the Agency. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

RFP INFORMATION AT A GLANCE

AUBURN HOUSING AUTHORITY CONTACT PERSON	Richetta Stephens, Procurement Officer Telephone: (334) 821-2262, ext. 228 / TDD/TTY: (800) 548-2546 Email: rstephens@auburnhousingauth.org
HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	1. To Access and Download Documents https://ha.internationaleprocurement.com/requests.html?company_id=49059 2. Follow instructions to access ha.economimengine.com 3. If you have any problems in accessing or registering on the eProcurement Marketplace, please call customer support at (866)526-9266
PRE-PROPOSAL CONFERENCE	No Pre-Proposal Conference
Walking the Grounds	April 16, 2024 at 8:00 am - 931 Booker St., Auburn, AL 36832
QUESTION SUBMITTAL DEADLINE	<i>All questions pertaining to this Request for Proposals must be submitted on the Housing Agency Marketplace no later than 7 calendar days prior to submission deadline. Oral communications are discouraged, and AHA will not be bound by any oral answers or interpretations of the RFP.</i>
PROPOSAL SUBMITTAL RETURN & DEADLINE	Sealed proposals (one “marked” original , and THREE copies of the proposal) are due at the following location: Auburn Housing Authority 931 Booker Street Auburn, AL 36832 Submittal package must have the following notation on the bottom left-hand corner “Proposal for: Lawn Maintenance Services for April 30, 2024, at 3:00 p.m.-Enclose. Documentation must be received <u>time verifiable</u> by Agency no later than 3:00 p.m. CST on April 30, 2024.
April 30, 2024, at 3:00 P.M. CT	

- 1.0 THE AGENCY’S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 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 the Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not award a contract pursuant to this RFP.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days’ written notice to the Contractor(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer (hereinafter, “Contractor”) shall provide the services called for in this RFP.
 - 1.5 Right to Retain Proposals.** Retain all proposals submitted and do not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
 - 1.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
 - 1.7 Right to Reject Any Proposal.** Reject and not consider any proposal or proposer that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposers offering alternate or non-requested services.
 - 1.8 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
 - 1.9 Right to Prohibit.** At any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the eProcurement Marketplace (hereinafter, also the “Marketplace”) and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective or actual proposer, of any responsibility pertaining to such issue.
 - 1.10 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The Agency is seeking proposals from qualified, licensed, and insured entities to provide lawn care maintenance for six (6) Auburn Housing Authority Properties. Properties are known as Ridgecrest, Moton, Drake, Eastpark, Porter and Sparkman. The following detailed services listed herein:

2.1 Service Requirements. The successful Contractor shall be prepared to perform the following services, according to the work schedule outlined in the specifications below:

2.1.1 ALL LOCATIONS - ACTIVE SEASON- from MARCH 15th until SEPTEMBER 15th:

- Trash and litter pick-up and removal from the parking lot(s), sidewalks, common area(s), and grassed area prior to mowing.
- Grassed areas mowed to a height of 2 ½.
- Grass trimmed around all trees, shrubs, poles, buildings, heat pump fence area and edged around all sidewalk borders and edges.
- Concrete areas and parking lots are to be blown or swept to remove grass trimmings after cutting.
- Herbicides sprayed as needed. (Herbicides will be provided by Contractor)
- Herbicides may not be used to edge around sidewalks buildings and parking pads.

2.1.2 ALL LOCATIONS--OFF SEASON--from SEPTEMBER 16th until NOVEMBER 15th:

- Trash and litter pick-up and removal from the parking lot(s), sidewalks, common areas, and grassed areas **prior to mowing** if needed.
- Grassed areas mowed if needed.
- Grass trimmed, edged and weeding eating of borders and edges if needed.
- Concrete areas and parking lots are to be blown or swept to remove grass trimmings after cutting.

2.1.3 ALL LOCATIONS—from OCTOBER 1st until FEBRUARY 28th: (Fall/Winter Maintenance)

- Apply fertilizer and lime to all grassed areas. (Fertilizer and Lime will be provided by Contractor.
- Reseed grassed areas where needed. (Grass seed will be provided by Contractor.

From November 1st until February 28th

- One time during the fall and winter months, Contractor will trim and prune all trees and shrubbery, and all bushes (**must be at least 6” from building**)

From November 1st until February 28th

- Contractor will remove leaves around the building and on the lawns, as needed, to maintain a neat, uniform appearance.

2.1.4 ALL LOCATIONS -- from FEBRUARY 15th until APRIL 1st: (Spring Maintenance)

- Spread mulch in areas around offices, buildings, trees, flower beds and shrubs. (Mulch will be provided by Contractor).
- Reseed grassed areas where needed. Grass seed will be provided by Contractor.
- Apply fertilizer and lime, as needed, to all grassed areas. Fertilizer and lime will be provided by Contractor.

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3.0 PROPOSAL FORMAT

3.1 Tabbed Proposal Submittal. AHA intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that the AHA will, as detailed below, consider factors other than just cost in making the award decision). Therefore, so that the AHA 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. None of the proposed services may conflict with any requirement the AHA has published herein or has issued by addendum.

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

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8	<p>Client Information/References: The past performance of the respondent on prior work of the same or similar nature, based on the letters of reference and/or client lists submitted, and based upon the results of any consultation that the AHA chooses to conduct with such. Proposer shall submit a listing of former or current clients, including any other Public Housing Authority for whom the proposer has performed similar or like services to those being proposed in the RFP. The listing shall at a minimum include:</p> <ul style="list-style-type: none"> • Client’s name • Client’s contact name • Client’s telephone number • A brief description and scope of the service(s) and the dates services were provided.
9	<p>Certification Forms and Affidavits: These forms are attached and are part of the RFP documents. These forms must be fully completed, executed, and submitted under this tab as part of the proposal submittal.</p> <ul style="list-style-type: none"> • Profile of Firm Form • Form HUD-5369-C Certifications and Representations of Offerors, Non-Construction Contract • Form HUD-92010 Equal Employment Opportunity Certification • Form HUD-50070 Certification of a Drug-Free Workplace • Form HUD-50071 Certification of Payment to Influence Federal Transactions • Standard Form LLL Disclosure of Lobbying Activities (<i>if applicable</i>) • E-Verify Affidavit
10	<p>Other information (optional). Include any other information which may be helpful to the Evaluation Committee in evaluating your firm’s qualifications, including peer reviews within the past three years and any disciplinary action received within the past three years. Also, describe any regulatory action taken by any oversight body against the organization.</p>
<p>Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” <u>DO NOT</u> eliminate any of the tabs.</p>	

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3.2 Entry of Proposed Fees:

3.2.1 The proposed fees shall be submitted by the proposer and received by the Agency where, provided for within the eProcurement Marketplace only. Do not submit, enter, or refer to any fees or costs within the sealed 11-tab “hard copy” proposal submittal detailed within Section 3.0—any proposer that does so may (and most likely will), at the Agency’s discretion, be rejected without further consideration.

3.2.2 Pricing Items. The proposed fees (Pricing Items) shall be submitted by the proposer and received by the AHA where provided within the Proposal Compensation Form. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the AHA; etc.

Pricing Item No.	Qty	U/M	Description
Fixed Fee for Services Performed			
1	1	Each	Section 2.1.1. All locations- Active Season March 15-September 15
			Property
			Cost Per Cut
			Ridgecrest
			Moton
			Drake
			Eastpark
			Porter
			Sparkman

Pricing Item No.	Qty	U/M	Description
Fixed Fee for Services Performed			
1	1	Each	Section 2.1.2. All locations- Off Season September 15-November 15
			Property
			Cost Per Cut
			Ridgecrest
			Moton
			Drake
			Eastpark
			Porter
			Sparkman

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Pricing Item No.	Qty	U/M	Description
Fixed Fee for Services Performed			
1	1	Each	Section 2.1.3 All Locations (Fall/Winter Maintenance) from October 1-February 28th
			Property
			Cost Per Cut
			Ridgecrest
			Moton
			Drake
			Eastpark
			Porter
			Sparkman

Pricing Item No.	Qty	U/M	Description
Fixed Fee for Services Performed			
1	1	Each	Section 2.1.4. All locations- Spring Maintenance February 15-April 15
			Property
			Cost Per Cut
			Ridgecrest
			Moton
			Drake
			Eastpark
			Porter
			Sparkman

3.3 Additional Information Pertaining to the Pricing Items.

3.3.1 Quantities. All quantities entered by the Agency herein (especially within the immediate-preceding Table and within the corresponding Pricing Items within the eProcurement Marketplace are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any amount of services the Agency requires.

3.3.1.1 Exception to 3.3.1. Though the Agency anticipates that it will make award to one firm only, the Agency retains the right to, at any time during the ensuing contract period(s), complete award to more than one contractor if the Agency determines that such is in its best interests. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:

- 3.3.1.2 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount.** As may be further detailed herein, most specifically within the preceding Section 3.3.1.1, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$2,000; (b) NMCA: \$200,000 (each shall be annual amounts).
- 3.3.1.3 Pertaining to the “QTY” (Quantity) figures listed within the preceding Table herein.** It is possible that the listed quantity figures could reflect our needs for one contract year or for all three contract years (we are unsure at this time).
- 3.3.2 IMPORTANT NOTICE!!! Entry of Proposed Fees.** Except as provided for otherwise, proposers must submit, where provided for within the eProcurement Marketplace, a realistic cost for each Pricing Item detailed within the preceding Table No. 4 herein. The eProcurement Marketplace will automatically perform all required calculations. Any proposer that chooses to not enter a realistic cost for any or all the Pricing Items may be automatically deemed nonresponsive and his/her proposal will, in such case, NOT be considered. Accordingly, be sure to enter a proposed cost for each and every one of the Pricing Items listed within the preceding Table N herein!
- 3.3.2.1 Realistic Cost for each Pricing Item.** Each proposer is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic cost for each Pricing Item, especially the hourly fees required. For example, if the successful proposer enters \$1.00 per hour for any hourly fee Pricing Item (proposers typically do so in an effort to improve their position in regard to Evaluation Factor No. 1), then the \$1.00 per hour is what the successful proposer will charge the Agency for any work that the Agency may retain the successful proposer to provide if the Agency deems such retention is in the Agency’s best interests to do so. Accordingly, it is the Agency’s opinion that it is very much in the best interests of the proposer to propose a realistic hourly fee for each Pricing Item. If, despite this warning, the successful proposer proposes an hourly fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful proposer to, at contract execution, present a cash bond in a suitable amount (i.e., \$5,000.00, which the Agency will hold during the term of the ensuing contract period) to ensure that the successful proposer will fulfill his/her obligation in this matter.
- 3.3.2 Additional Services that may be required by the AHA.** Basically, if the AHA requires any additional services, the hourly fees proposed will, during the ensuing contract period(s), become the basis of negotiation for any such additional work that the AHA may require that is not already being provided by **the firm-fixed fees proposed.**

3.3.2.1 Prior AHA Approval Required. Please note that the successful proposer shall NOT conduct any additional work without the prior written authorization of the AHA representative (via delivery of a Task Order, which may take the form of an e-mail). Failure to abide by this directive shall release the AHA of any obligation to pay the successful proposer for any work conducted without the noted prior written authorization.

3.3.3 Price Escalation. Pertaining to the ensuing contract, there shall be no escalation of the proposed unit costs allowed at any time during the awarded contract periods. The successful proposer guarantees, by submitting a proposal, that he/she will hold all proposed costs for a period of 2 years. For the 3rd-year contract period, if the successful proposer chooses to not hold or guarantee the originally proposed costs, the Agency will not force the successful proposer to renew the contract at the original pricing but will conduct a new competitive solicitation process, which the successful proposer may respond to (unless otherwise barred by the Agency for default or poor performance or other similar cause); and the successful proposer may reject such extension by delivery to the Agency of a written notice delivered to the CO at least 120 days prior to the end of the contract period.

3.4 Proposal Submission. All proposals must be submitted and time-stamped received in the designated AHA's office 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 (each of the 3 separate proposal submittals shall have a cover and extending tabs)** of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

Auburn Housing Authority
931 Booker Street
Auburn, AL 36832

3.4.1 Exterior of Sealed Proposal Package. The package exterior must clearly denote the above noted RFP number and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted.

Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the AHA can, if needed, remove the binding (i.e. "spiral-type" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.

3.4.2 Submission Conditions. DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the AHA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the AHA decides that any such entry has not changed the intent of the proposal that the AHA intended to receive, the AHA may accept the proposal and the proposal shall be considered by the AHA as if those additional marks, notations, or requirements were not entered on such. By accessing the noted Internet System, registering, and downloading these documents, each prospective proposer that

does so is thereby agreeing to confirm all notices that the AHA 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.

3.4.3 Submission Responsibilities. It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the AHA, including the RFP document, the documents listed within the RFP and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the AHA requirements contained within the documents may cause that proposer to not be considered for award.

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

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

3.6 Proposer's Responsibilities – Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the AHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.6.1 Within 2 CFR § 200.317-200.326 it states:

3.6.1.1 Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

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

3.6.1.3 (2) Affirmative steps shall include:

- 3.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 3.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3.6.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- 3.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 3.6.1.3.5 (5) Using the services and assistance of the Small Business Administration, and the Minority Business Development AHA of the Department of Commerce; and
- 3.6.1.3.6 (6) 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.

3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

- 3.6.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.
- 3.6.2.2 Section 15.5.B, Goals. <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.6.3 Within our AHA Procurement Policy it states that our AHA will:

3.6.3.1 Assistance to Small and Other Business, Required Efforts:

- 3.6.3.1.1 Including such firms, when qualified, on solicitation mailing lists;

- 3.6.3.1.2 Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;
- 3.6.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- 3.6.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- 3.6.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development of the Department of Commerce;
- 3.6.3.1.6 Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
- 3.6.3.1.7 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.6.4 **Requirements.** Accordingly, please see document regarding Equal Employment Opportunity, which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

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

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

Attachment	Attachment Description
	This RFP Document / Proposal Compensation Form
A	Form of Proposal
B	Profile of Firm Form
C	form HUD-5369-C, <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
D	form HUD 92010, <i>Equal Employment Opportunity Certification</i>
E	form HUD 50070 <i>Certification of a Drug-Free Workplace</i>
F	E-Verify Affidavit
G	Section 3 Preference Explanation
H	form HUD-5369-B, <i>Instructions to Offerors, Non-Construction</i>
I	<i>AHA Supplemental Instructions to Proposers & Contractors (SIPC)</i>
J	<i>AHA Sample Contract Form (Please note that this contract and any noted appendices are being given as a sample only—the AHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the AHA feels that it is in its best interests to do so)</i>
K	form HUD-5370-C, <i>General Conditions for Non-Construction Contracts Section I and Section II (With or without Maintenance Work)</i>
L	Form HUD 50071 <i>Certification of Payment to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the AHA anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
M	Standard Form LLL <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)

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PROPOSAL EVALUATION.

4.1 Evaluation Factors. The following factors will be utilized by the AHA 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 and/or on-line (“on-line,” specifically, the pricing submitted on-line):

FACTOR NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	20 points	Objective	The PROPOSED COSTS submitted by the proposer and as detailed within the SCOPE OF WORK/TECHNICAL SPECIFICATIONS
2	10 points	Subjective (Technical)	The proposer’s DEMONSTRATED UNDERSTANDING of the REQUIREMENT . Provide an overview of the approach your firm intends to take in completing the Scope of Services. Respondents are encouraged to be as specific in their submissions as possible to demonstrate an understanding of the objectives of AHA.
3	10	Subjective (Technical)	APPROPRIATENESS of the TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED
4	20 points	Subjective (Technical)	The APPROPRIATENESS of the TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein).
5	30 points	Subjective (Technical)	The proposer’s DEMONSTRATED EXPERIENCE in performing similar work and the proposer’s DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
6	10 points	Subjective (Technical)	The OVERALL QUALITY and PROFESSIONAL APPEARANCE of the PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
	100 points		Total Points (other than preference points)

4.2 Evaluation Method.

- 4.2.1 **Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).
- 4.2.2 **Evaluation Packet.** An evaluation packet will be prepared for each evaluator, including the following documents:
 - 4.2.2.1 Instructions to Evaluators;
 - 4.2.2.2 Proposal Tabulation Form;
 - 4.2.2.3 Written Narrative Form for each proposer;
 - 4.2.2.4 Recap of each proposer’s responsiveness;
 - 4.2.2.5 Copy of all pertinent RFP documents.

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4.2.3 **Evaluation Committee.** The AHA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she **SHALL NOT** make any attempt to contact or discuss with such person anything related to this RFP. The designated CO is the only person at the AHA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

4.2.4 **Evaluation.** The CO will evaluate and award points pertaining to Evaluation Factors No. 1 (the “Objective” Factor). The appointed evaluation committee, independent of the CO or any other person at the AHA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, 4, 5 and 6 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

4.2.4.1 **Points Awarded Range.** Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP are shaded—please also see the Evaluation Factors detailed within the preceding Section 4.1):

Classification*	Points Awarded Range					
	Rating	%	10	20	30	100**
Acceptable	Excellent	95%/+	10	19-20	29-30	95-100
Acceptable	Very Good	90%/+	9	18	27-28	90-94
Potentially Acceptable	Good	80%/+	8	16-17	24-26	80-89
Potentially Acceptable	Average	70%/+	7	14-15	21-23	70-79
Unacceptable	Poor	<70%	0-6	0-13	0-20	0-69
*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.						
**Total available points to be awarded, including cost points, minus preference points.						

*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.

**Total available points to be awarded, including cost points, minus preference points.

4.2.5 **Potential “Competitive Range” or “Best and Finals” Negotiations.** The AHA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the AHA in as timely a manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

4.2.5.1 **“Competitive Range” or “Best and Finals” scoring.** The points awarded as a result of this process will NOT be combined with the scoring of the initial evaluation process; meaning, the points awarded will stand separate from the initial evaluation.

4.2.6 **Determination of Top-ranked Proposer.** Typically, the subjective points awarded by
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the evaluation committee will be combined with the objective points to determine the final rankings, which is typically forwarded to the CO for approval. If the evaluation was performed to the satisfaction of the CO, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the AHA's option, be conducted prior to or after the BOC approval.

- 4.2.6.1 Basis of Award.** Pursuant to Chapter 7 of HUD Procurement Handbook 7460.8 REV 2, and 2 CFR 200.320(d)(4), the ensuing contract will, if awarded, be awarded to the top-rated responsive and responsible proposer (“top-rated,” after the conclusion of the evaluation process detailed preceding within this Section). All proposers shall be aware that after a proposer has initially been determined to be responsive, responsible, and top-rated, other issues may arise that will affect the evaluation and may change a proposer’s previous declared “top-rated” status. In such case the AHA will fully inform such proposer as to the details of such. In any case, unless otherwise stated herein, a proposer must be declared by the AHA to be “top-rated” to receive an award.
- 4.2.6.2 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 115 total possible points detailed within the RFP).
- 4.2.6.3 Ties.** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”
- 4.2.7 Notice of Results of Evaluation.** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

 - 4.2.7.1** Which proposer received the award;
 - 4.2.7.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;
 - 4.2.7.3** The cost or financial offers received from each proposer;
 - 4.2.7.4** Each proposer’s right to a debriefing and to protest.
- 4.2.8 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 AHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the AHA evaluation committee.

5.0 CONTRACT AWARD.

5.1 Contract Award Procedure. If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

5.1.1 An Agreement to Abide. By completing, executing and submitting a proposal, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the AHA, either in hard copy or on the noted eProcurement System,” including the contract clauses already attached as Attachments each attached hereto. Accordingly, the AHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the AHA pursuant to this RFP:

5.2.1 Contract Form. The AHA will not execute a contract on the Contractor’s form—contracts will only be executed on the AHA form (please see Sample Contract, Attachment attached hereto), and by submitting a proposal the Contractor agrees to do so (please note that the AHA reserves the right to amend this form as the AHA deems necessary). However, the AHA will during the RFP process (prior to the posted question deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the AHA to do so; but the failure of the AHA to include such clauses does not give the Contractor the right to refuse to execute the AHA’s contract form. It is the responsibility of each prospective proposer to notify the AHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The AHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the AHA’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.2 HUD Forms. Please note that the AHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

5.2.3 Assignment of Personnel. The AHA shall retain the right to demand and receive a change in personnel assigned to the work if the AHA believes that such change is in the best interest of the AHA and the completion of the contracted work.

5.2.4 Unauthorized Sub-Contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the AHA, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

- 5.3 **Contract Period.** The AHA anticipates that it will initially award a contract for the period of 1 year with the option, at the AHA’s discretion, of 4 additional one-year option periods, for a total maximum contract period of 5 years.
- 5.4 **Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *Contractor* will be required to provide:
- 5.4.1 **Workers Compensation Insurance.** An original certificate evidencing the proposer’s current industrial (worker’s compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
 - 5.4.2 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the AHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the AHA as an additional insured under said policy (minimum of \$1,000,000 each 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 (e.g. “commercially reasonable,” meaning at least 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000;
 - 5.4.3 **Professional Liability Insurance.** An original certificate showing the proposer’s professional liability and/or “errors and omissions” coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (e.g. “commercially reasonable,” meaning at least 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000;
 - 5.4.4 **Automobile Insurance.** An original certificate showing the proposer’s automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
 - 5.4.5 **City/County/State Business License.** If applicable, a copy of the proposer’s business license allowing that entity to provide such services within the City of Auburn, Lee County, and/or the State of Alabama.
 - 5.4.6 **Certificates/Profile of Firm Form.** Pertaining to the aforementioned insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).

- 5.5 Right to Negotiate Final Fees.** The AHA shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the AHA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the AHA has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the AHA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The AHA shall also retain the right to negotiate with and make an award to more than one proposer.
- 5.6 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.

Prompt Return of Contract Documents. Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the AHA within 10 workdays of notification by the AHA