



**INVITATION FOR BIDS (IFB)  
No. B24011**

**Professional Moving Services**

**Issue Date  
April 23, 2024**

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# INVITATION FOR BIDS (IFB) No. B24011, Professional Moving Services

## INTRODUCTION

The Housing Authority Birmingham District (hereinafter, “the Agency”) is a public entity that was incorporated in 1935 to provide federally subsidized housing and housing assistance to low-income families, within the City of Birmingham, AL. The Agency is headed by an Executive Director (ED) and is governed by a Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. Though brought into existence by a Resolution of the City of Birmingham, it is a separate entity from the City.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting bids from qualified, licensed, and insured entities to provide the above noted services to the Agency. All bids 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.

## IFB INFORMATION AT A GLANCE

[Table No. 2]

<b>[Table No. 2] AGENCY CONTACT PERSON</b> (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Ms. Todd.)	Kozette Todd, Procurement Analyst Telephone: (205)521-0762 E-mail: ktodd@habd.net TDD/TTY: 800-548-2546
<b>HOW TO OBTAIN THE IFB DOCUMENTS ON THE EPROCUREMENT MARKETPLACE</b>	1. Access <a href="http://ha.internationaleprocurement.com">ha.internationaleprocurement.com</a> (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the eProcurement Marketplace, please call Customer Support at (866)526-9266.
<b>PRE-BID CONFERENCE</b>	Monday, May 6, 2024, 3:00 PM CT
<b>QUESTION SUBMITTAL DEADLINE</b>	Monday, May 13, 2024, 3:00 PM CT
<b>HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL</b>	As instructed within Section 3.0 of the IFB document, submit 1 copy of your “hard copy” bid to the Agency Administrative Office.
<b>BID SUBMITTAL RETURN &amp; DEADLINE</b>	*Wednesday, May 22, 2024, 3:00 PM CT 1826 3 <sup>rd</sup> Avenue South, Birmingham, AL 35233 (*The proposed costs must be entered where provided for {Attachment A} within the sealed “hard copy” bid documentation must be received in-hand and time-stamped by the Agency no later than 3:00 PM CT on this date).

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- 1.0 THE AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
  - 1.2 Right to Not Award.** Not to award a contract pursuant to this IFB.
  - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
  - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this IFB.
  - 1.5 Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
  - 1.6 Right to Reject any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
  - 1.7 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
  - 1.8 Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid 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 bidder 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 timeframe shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.
  - 1.9 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the 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 bid 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 may reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.
  - 1.10 Right to Make an Award.** HABD reserves the right to make an award to one or more than one bidder based on cost and the Bidder being considered responsive and responsible.

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**2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Contractor shall provide all supervision, personnel, labor, materials, tools, equipment, vehicles, and transportation necessary to move residential household furnishings, goods, and personal effects which may include fragile items. Moving services may include but are not limited to packing, moving, and unpacking resident's personal possessions (see 2.0 for unit type and sizes ) as needed for reasonable accommodation and unit modernization. The HABD may request office moving services as part of the required services to be provided for its Central Office and McCoy Building. The Agency is seeking bids from qualified and licensed firms/individuals (a.k.a., "the bidder") to provide the Agency with the following detailed services:

**2.1 General Requirements:**

- The Contractor must have a minimum of three years of experience in providing professional moving services for residential properties.
- The Contractor must comply with all laws and regulations in executing the work, including any Federal, State, or local Safety and Environmental laws and regulations.
- The Contractor must maintain and submit to the HABD, a Property Carrier Permit from the Alabama Department of Motor Vehicles (DMV) for residential moving services.
- The Contractor shall obtain all necessary permits needed to perform the work under the resulting contract. The Authority will not be responsible for the cost of permits.
- For security measures, the Contractor's employees shall wear uniforms, carry company identification badges, or provide other means, acceptable to the HABD, that identify authorized employees or subcontractor personnel at all times while working on HABD properties.
- The Contractor shall provide an onsite supervisor during all moves.
- All personnel working under the resultant contract are required to be employees of the Contractor.

**2.2 Locations:**

- Moving services specified herein will be ordered on an as-needed basis. Moving services may be ordered for any of the residential units. The properties that will be served by the resultant contract are as follows:

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HABD Properties	
Elyton Village	31 4 <sup>th</sup> Court West Birmingham, AL 35204
Southtown Court	2501 University Blvd Birmingham, AL 35205
Marks Village	7521 66 <sup>th</sup> Street South Birmingham, AL 35212
Smithfield Court	150 8 <sup>th</sup> Avenue North Birmingham, AL 35204
Tom Brown Village	4165 5 <sup>th</sup> Court North Birmingham, AL 35222
Dr. Morrell Todd Homes	4600 8 <sup>th</sup> Court North Birmingham, AL 35212
Collegeville Center	3031 29 <sup>th</sup> Avenue North Birmingham, AL 35207
Harris Homes	514 Chester Avenue Birmingham, AL 35212
North Birmingham Homes	3127 43 <sup>rd</sup> Ave North Birmingham, AL 34207
Cooper Green Homes	1500A Arthur Shores Drive Birmingham, AL 35211
Kimbrough Homes	2817 Wallace Covington Circle Birmingham, AL 35211
Freedom Manor (Midrise Building)	1617 5 <sup>th</sup> Avenue North Birmingham, AL 35203
Ben Greene Village/Roosevelt City	5828 Brewer Drive Birmingham, AL 35233
HABD Central Office	1826 3 <sup>rd</sup> Avenue South Birmingham, AL 35233
McCoy Building	1301 25 <sup>th</sup> Avenue North Birmingham, AL 35234
Tuxedo Terrace I & II	2025 Avenue Q Ensley Birmingham, AL 35208

\* HABD reserves the right to add other HABD property locations to the contract; any new property locations shall be worked per the same pricing, terms, and conditions as the listed properties under this procurement.

\*\* Addresses are, in some cases, general locations predominantly based on management office locations.

2.3 Estimated Unit Sizes:

- Below are bedroom sizes
  - Public Housing Unit Spaces
    - One (1) bedroom
    - Two (2) bedrooms
    - Three (3) bedrooms
    - Four (4) bedrooms
    - Five (5) bedrooms
    - Six (6) bedrooms
  - Single Family Unit Spaces
    - One (1) bedroom
    - Two (2) bedrooms
    - Three (3) bedrooms
    - Four (4) or more bedrooms
  - Midrise Unit Spaces
    - One (1) bedroom

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### 2.4 Moving Services Only:

- Residential moving efforts will be coordinated by the resident's current community Asset Manager and/or Relocation Staff.
- Some residents may prefer to pack and unpack their own goods for relocation. If packing materials are needed, the Contractor shall deliver the requested packing materials to the household being moved. If the resident is not at home, the Contractor shall leave notification on the door and deliver the packing materials to the resident's rental office.
- Moves may not begin before 8:00 a.m. and must be completed by 5:00 p.m. the same day. All "move only" services must be completed the same day the move begins unless otherwise approved by the HABD Contract Administrator.
- The Contractor may be required to move appliances as needed, (refrigerators, freezers, stoves, washers and/or dryers). The Authority or resident will be responsible for reconnecting all appliances.
- All appliances being moved must be empty. The Contractor shall not be responsible for removing any items from refrigerators, freezers and/or washers and dryers.
- The HABD Staff shall contact the Contractor at a minimum of 72 hours (3 days) before the required move via telephone or email to schedule a walk-thru of the unit.
- A HABD staff person shall accompany the Contractor during all walk-thrus.
- The walk-thru of the unit shall establish the following:
  - Familiarity with the unit and its surroundings;
  - Address any safety issues or resident special needs;
  - Determination of services needed (i.e. move only or full service);
  - Estimated need for packing materials;
  - Moving date and time and
  - Resident involvement in the moving process.

### 2.5 Packing, Moving, and Unpacking Services

- Residential moving efforts will be coordinated by the resident's current Asset Manager.
- The HABD Staff and/or Relocation Staff shall contact the Contractor at a minimum of 72 hours (3 days) before the required move via telephone or email to schedule a walk- thru of the unit.
- A HABD staff person shall accompany the Contractor during all walk-thrus.
- The walk-thru of the unit shall establish the following:
  - Familiarity with the unit and its surroundings;
  - Address any safety issues or resident special needs;
  - Determination of services needed (i.e. move only or full service);

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- Estimated need for packing materials;
  - Moving date and time;
  - Resident involvement in the moving process and
  - Provide a quote for the moving services requested.
- The Contractor may be required to move appliances as needed, (refrigerators, freezers, stoves, window air conditioners, washers, and/or dryers). The Authority or resident will be responsible for and reconnecting all appliances.
  - Packing, moving, and unpacking services shall include:
    - Breaking down and setting up of beds, headboards, dressers, and mirrors
    - Packing and unpacking of dry food goods.
  - Packing, moving, and unpacking services shall not include:
    - Packing of perishable food items;
    - Hanging of pictures or curtains rods and curtains and
    - Appliance hook-ups such as washers and dryers,
  - Packing, moving and unpacking services shall take no more than two days to complete.
  - Moves may not begin before 8:00 a.m. and must be stopped and/or completed by 5:00 p.m. the same day unless otherwise approved by the HABD Contract Administrator.
- 2.6 Moving Services Order Process:
- Charges for cancellation of a scheduled move shall not apply if the Contractor is given at least a 24 hour-advance notice to cancel the move.
  - Unless otherwise approved by the HABD Contract Administrator, no residential moving services shall be commenced without an approved relocation schedule or by request of the Asset Manager and/or Relocation Staff.
  - Request for residential moving services shall be provided to the Contractor by request of the Asset Manager or designee. The request will contain the Contractor's quoted cost, resident's name, current address, contact number, property manager's name and contact number, current unit's bedroom size, move date, type of service required, the address to which the resident will move to, and its bedroom size.
  - Situations may arise that will require less than a 72-hour notice, (i.e. emergency moves). The Contractor shall conduct a walk-thru and forward a quote to the resident's property manager within 24 hours. A verbal or email notice to proceed from the HABD Contract Administrator or her approved administrator may be given to the Contractor to commence the move while the task order is being prepared for full execution.
  - When the move is completed, the Contractor shall obtain the signature and date from the Asset Manager.



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- Submitted invoices shall contain the following information:
  - The Contract number
  - Request order number
  - The resident's name
  - Type of move
  - The "move from" address and unit type
  - The "move to" address and unit type
  - The date of service(s)

### 2.7 Packing Materials

- The Contractor shall use and/or provide the below boxes and packing materials. For the purpose of this section, box sizes are estimated. ALL DEVIATIONS FROM THE SPECIFICATIONS ARE TO BE NOTED IN THE BID RESPONSE PRICING SCHEDULE.
  - Small Box 16"x12"x12"
  - Medium Box 18"x16"x16"
  - Large Box 24"x 18" x 18"
  - Roll of wrapping paper 10lbs.
  - Wardrobe with rod
  - Dish Pack
  - Tape

### 2.8 Safety

- The Contractor shall comply with all Occupational Safety and Health Administration (OSHA), City and State Occupational Health Standards and any other applicable rules and regulations.
- The Contractor shall be held responsible for the safety of its employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and/or around the work site area under the resulting contract.
- The Contractor is responsible for the security of all materials, tools, and equipment used in the conduct of the work while on HABD properties.
- The Contractor shall observe all safety precautions as not to endanger tenants, the public in general, and/or damage Authority property.

### 2.9 Damages

- The Contractor shall notify the Authority of any damage to HABD property or private property caused by the performance of work under this contract including, but not limited to, damage to grounds, trees, shrubbery, beds, sidewalks, driveways, parking lots, vehicles, building exteriors, floors, walls, doorways, or elevators during the work. The Contractor shall be responsible for repairs to, or replacement of, damaged property and timely remediation of any water damage, at no additional cost to the Authority.
- At no time, (without prior permission from the HABD Asset Manager responsible for the move or the HABD Contract Administrator), is the Contractor allowed to park vehicles on HABD grass or sidewalks. Any damage to HABD or private property as a result of improperly parked vehicles will be the responsibility of the Contractor.

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### 2.10 Delays

- In the event of any delays in service, the Contractor shall give immediate notice via email or phone call to resident's current property manager. Default in promised services, (without accepted reasons), authorizes the Authority to purchase services elsewhere and charge full increase in cost and handling to the defaulting Contractor.

### 3.0 BID FORMAT.

**3.1 Bidding Process.** All bidders will initially submit the documentation/ information detailed within the following listed Step #1 of Table No. 3. Then, the Agency anticipates that it will notify the apparent low bidder to submit, within 5 days after being notified to do so, the information detailed within the following detailed Step #2 within the same Table.

**3.1.1 Tabbed Bid Submittal.** As may be further described herein, the Agency intends to retain a Contractor pursuant to a “Low Bid” basis, also taking into consideration responsiveness and responsibility. Therefore, so that the Agency can properly evaluate the offers received, all bids submitted in response to this IFB 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 bid and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 3]

(1) IFB Section	(2) Tab No.	(3) Description
3.1.1.1	<b>Step #1:</b> Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.	
3.1.1.1.1	1	<b>Form of Bid.</b> This Form is attached hereto as Attachment A to this IFB document. This Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial sealed hard-copy bid submittal.
3.1.1.1.2	2	<b>form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i></b> This Form is attached hereto as Attachment B to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial sealed hard-copy bid submittal.
3.1.1.3	3	<b>Profile of Firm Form.</b> This Form is attached hereto as Attachment C to this IFB document.
3.1.1.4	4	<b>Section 3.</b> This Form is attached hereto as Attachment D to this IFB Document. Complete and sign the Section 3 New Rule Contractor Acknowledge and Affidavit.

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3.1.1.2		<b>Step #2:</b> Documentation/information to be submitted, by the apparent low bidder when directed to do so by the Agency.
3.1.1.2.1	1	<b>Licensing.</b> Submit under this Tab the license(s) detailed within the following Section 5.4.4 herein.
3.1.1.2.2	2	<b>Proposed Services.</b> The bidder shall place under this tab documentation further explaining the bidder's services and showing how the bidder intends to fulfill the requirements of the preceding Section 2.0 herein, including, but not limited to: <u><b>(NOTE: Though the bidder is not limited by such, the Agency anticipates that the total documentation submitted under this Tab will be at a maximum of 1-2 pages.)</b></u>
3.1.1.2.2.1		The firm's resources (i.e., personnel; equipment) to provide the services.
3.1.1.2.2.2		If appropriate, how staff are retained, screened, trained, and monitored.
3.1.1.2.2.3		The proposed quality assurance program.
3.1.1.2.2.4		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e., written; fax; Internet; etc.).
3.1.1.2.2.5		A complete description of the products and services the firm provides.
3.1.1.2.3	3	<b>Profile of Firm Form.</b> The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the bid submittal.
3.1.1.2.4	4	<b>Managerial Capacity/Financial Viability.</b> The bidder 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 Attachment C, <i>Profile of Firm Form</i> . Such information shall include the bid's qualifications to provide the services, including a description of the background and current organization of the firm.
3.1.1.2.5	5	<b>Client Information.</b> The bidder shall submit a listing of former or current clients, including multi-family housing (i.e., apartment complexes of a similar nature), for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.1.2.5.1		The client's name;
3.1.1.2.5.2		The client's contact name;
3.1.1.2.5.3		The client's telephone number and e-mail address;
3.1.1.2.5.4		A brief narrative description and scope of the service(s) and the dates the services were/are provided.

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<b>3.1.1.2.6</b>	<b>6</b>	<b>Equal Employment Opportunity/Supplier Diversity.</b> The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.7 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses).
<b>3.1.1.2.7</b>	<b>7</b>	<b>Subcontractor/Joint Venture Information (Optional Item).</b> The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Such information pertaining to subcontractors shall include for each such firm the: firm name; name of contact person; telephone and email address; and the State of Alabama contractor license number.
<b>3.1.1.2.8</b>	<b>8</b>	<b>Other Information (Optional Item).</b> The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation.
<b>3.1.1.2.9</b>		<b>Insurance Certificates.</b> The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 5.4.1 through 5.4.3 herein. NOTE: The apparent successful bidder will NOT deliver these certificates directly to the Agency—the insurance broker or carrier will do so.
<b>3.1.1.2.10</b>		<b>Optional Tabs.</b> 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.

**3.2 Entry of Proposed Fees.**

**3.2.1** *The proposed fees shall be submitted by the bidder and received by the Agency, where provided for within the tab “hard copy” bid submittal detailed within Section 3.0.*

**3.2.2 Pricing Items.** Unless otherwise stated herein, the proposed fees are all-inclusive of all related costs that the successful bidder will incur to provide HABD, including but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; travel; and document copying not specifically agreed to by the Agency; etc.

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**3.3 Additional Information pertaining to the preceding listed Pricing Items.**

**3.3.1 Quantities.** 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 IFB, as the Agency anticipates that the ensuing contract may be a Requirements Contract, in which case the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services the Agency requires. Please note the immediate following exception to the aforementioned "Requirements Contract" language.

**3.3.1.1 Exception to 3.3.1.** Though the Agency anticipates that it will 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:

**3.3.1.1.1 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 Not-to-exceed Maximum Contract Amount (NMCA) of work.

**3.3.2 Potential Escalation of Rates.** At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of rates allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar State of Alabama prevailing wage rate ("most similar," as determined by and at the sole discretion of the Agency). For example, if, at the end of the first contract period the listed wage rate increase of 5% as compared with the listed index rate on the date of contract execution, then the Contractor will, at the CO's discretion, be entitled to a 5% increase in the rates that he/she submitted in response to this IFB. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed rate.

**3.3.3.1 Notification Must Be Received From the Contractor.** The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

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**3.3.3.2 Right to Reject.** As stated within the preceding Section 3.3.2 herein, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the Contractor has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):

**3.3.3.2.1 Step No. 1.** The Contractor submits his/her written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period (please see the preceding Section 3.3.3.1 herein);

**3.3.3.2.2 Step No. 2.** The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the Contractor as to if the request is approved or rejected;

**3.3.3.2.3 Step No. 3.** If rejected and the Contractor wishes to, as a result, cease providing the services to the Agency, the Contractor has 10 days from the receipt of the written notice of rejection to deliver to the Agency CO a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice);

**3.3.3.2.4 Step No. 4.** The Agency will then endeavor to ensure that the Agency makes other arrangements to replace the Contractor (i.e., contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the Contractor, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

**3.3.4 Additional Related Work that may be required.** Please note that if the Agency decides that it will retain the Contractor to perform any additional related work, the total costs of such work shall be negotiated at the applicable unit or hourly rates.

**3.3.5 HUD Maintenance Wage Rates Determination (MWRD).** Please see IFB Attachment G-5, attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements,

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which is construction-related only), the Agency must ensure that Contractors do not pay its employees that perform such work for the Agency 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 detailed within IFB Attachment G-5, attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor may not be required to submit certified payrolls; however, the Contractor must make its payroll records available to either the Agency or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply.

**3.3.6 Prior Agency Approval Required.** Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of the Agency 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 Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.

**3.3.7 No Deposit/No Retainer.** The Agency will NOT pay any deposits or retainer fees as a result of the award of the ensuing contract (such is not allowed per relevant HUD regulation). This means that the Agency will pay the successful bidder(s) for actual services provided only. For services billed at the hourly rate, the Contractor will be required to submit a full back-up detail of all hours worked, listed by no more than the "15-minute" standard.

**3.4 Bid Submission Responsibilities.** All pricing must be entered where provided in Attachment A Form of Bid. All "hard-copy" bids must be submitted and time-stamped and received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy of the "hard copy" bid submittal, shall be placed unfolded in a sealed package and addressed to:

**Housing Authority of Birmingham District  
Attention: Kozette Todd, Procurement Analyst  
1826 3<sup>rd</sup> Avenue South, Birmingham, AL 35233**

**3.4.1 Labeling of the Sealed Bid Submission Package.** The package exterior must clearly denote the above-noted IFB number and must have the bidder's name and return address.

**3.4.2 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders 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 Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the

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bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing the eProcurement Marketplace, registering, and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

**3.4.3 Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that bidder to not be considered for award.

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

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

**3.6 Bidder's Responsibilities – Equal Employment Opportunity and Supplier Diversity.** Both the successful bidder and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

**3.6.1** Within 2 CFR §200.321 it states:



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- 3.6.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- 3.6.1.2 (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 3.6.1.3 (2) Affirmative steps must 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, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - 3.6.1.3.6 (6) Requiring the prime bank, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) 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

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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 **Agency Procurement Policy** it states that our Agency 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 bids or bids 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 Agency of the Department of Commerce; and,
- 3.6.3.1.6** Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

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

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

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[Table No. 4]

(1) IFB Section	(2) Document No.	(3) Attachment	(4) Attachment Description
3.8.1	1.0		This IFB Document
3.8.2	2.0	A	Form of Bid
3.8.3	3.0	B	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.8.4	4.0	C	Profile of Firm Form
3.8.5	5.0	D	Section 3 Guidelines
3.8.6	6.0	E	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.8.7	7.0	F	<i>Supplemental Instructions to Bidders &amp; Contractors (SIBC)</i>
3.8.8	8.0	G	Agency Sample Contract Form (PLEASE NOTE: This contract and the noted appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so.)
3.8.8.1	8.1	G-1	Sample Contract Appendix No. 1: form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section 1 (With or without Maintenance Work)</i>
3.8.8.2	8.2	G-2	HUD 92010 Equal Employment Opportunity Certification
3.8.8.3	8.3	G-3	Sample Contract Appendix No. 2: form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
3.8.8.4	8.4	G-4	Sample Contract Appendix No. 3: Standard Form LLL (Rev. 01/14), <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.)
3.8.8.5	8.5	G-5	Sample Contract Appendix No. 5: <i>Low-income Resident Hiring Plan</i>
3.8.8.6	8.6	G-6	Sample Contract Appendix No. 6: Alabama E-verify Affidavit

#### **4.0 BID EVALUATION.**

**4.1 Public Bid Opening.** At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount bid. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner, notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the Agency reserves the right to, as determined by the Agency, “waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.

**4.1.1 Ties.** In the case of bids, 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 Responsive Evaluation.** After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e., meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner.

**4.3 Responsible Evaluation.** The Agency will evaluate each bid submitted as to responsibility (i.e., a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner; in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

**4.3.1** Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

**4.4 Restrictions.** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

#### **5.0 CONTRACT AWARD.**

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

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5.1.1 By completing, executing, and submitting a bid, the “bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, either in hard copy or on the eProcurement Marketplace,” including the contract clauses already attached as Attachments G and G-1 through G-8 each attached hereto. Accordingly, the Agency 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 Agency pursuant to this IFB:

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

5.2.1.1 **Mandatory HUD Forms.** Please note that the Agency 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 IFB.

5.2.1.2 **E-Verify Affidavit.** The successful bidder must certify compliance with Alabama E-Verify requirements, in that the successful bidder is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period. This Form is attached hereto as Attachment G-8 to this IFB document. This 1-page Form will be fully completed and executed where provided thereon by the successful bidder and will be a part of the ensuing contract (NOTE: It is NOT necessary to complete and submit this form as a part of the bid submittal—only the awarded bidder(s) will be required to do so as a part of the contract execution).

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

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- 5.2.3 Unauthorized Sub-contracting Prohibited.** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (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 Agency, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the CO.
- 5.3 Contract Period.** The Agency anticipates that it will initially award a contract for the period of time that the Agency and the successful bidder agrees is reasonable and realistic to complete the work.
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the *successful bidder* will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the bidder'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 Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency 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 maximum deductible amount of \$5,000);
- 5.4.3 Automobile Insurance.** An original certificate showing the bidder'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.
- 5.4.4 City/County/State Business License.** If applicable, a copy of the bidder's business license allowing that entity to provide such services within the City of Birmingham, Jefferson County, and/or the State of Alabama.
- 5.4.5 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each bidder 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 bid submittal—we will garner the necessary documents from the successful bidder prior to contract execution).
- 5.5 Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.

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

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