



**Request For Proposals (RFP) No. 001-2026
Lawn Care Services**

For

**FAHA Central Office, Mattie Gill Jackson and Demetrius
Newton Gardens**

Issue Date: TBD

**Fairfield Alabama Housing Authority
6704 Avenue D
P.O. Box 352
Fairfield, AL 35064**

Office: (205) 923-8017 Fax: (205) 923-5574



An Equal Opportunity Employer
Equal Housing Opportunity



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SECTION 1: Introduction

The Fairfield Alabama Housing Authority (hereinafter “FAHA” or “the Agency”), located in Fairfield, Alabama, operates as a federally funded public housing agency under the oversight of the U.S. Department of Housing and Urban Development (HUD). The Agency is headed by an Executive Director (ED) and governance of FAHA is overseen by a Board of Commissioners, composed of local leaders who guide policy, planning, and oversight of the agency's operations.

FAHA provides and manages affordable housing for low-income individuals and families, elderly people, and people with disabilities. The Agency currently manages approximately 298 public housing units located within the Mattie Gill Jackson Gardens and Demetrius Newton Gardens communities.

The Agency's mission includes maintaining safe, sanitary, attractive, and well-maintained housing communities for residents and visitors.

FAHA is soliciting proposals from qualified, experienced, licensed, and insured lawn care and grounds maintenance contractors to provide comprehensive lawn care and grounds maintenance services at FAHA's Central Office, Mattie Gill Jackson Gardens, and Demetrius Newton Gardens.

The successful proposer shall furnish all labor, supervision, equipment, tools, materials, transportation, supplies, and other resources necessary to perform the services described in this RFP. All proposals must conform to the requirements, specifications, terms, conditions, and attachments contained in this solicitation and any subsequently issued addenda.

The procurement shall be conducted in accordance with applicable federal requirements, HUD requirements, applicable State of Alabama and local requirements, and FAHA's Procurement Policy.

Through its programs and services, FAHA upholds its motto of "Building for a Better Tomorrow."

1.2 Contact/Access Information at a Glance

[Table No. 1]

AGENCY CONTRACTING OFFICER [NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be reference to as Julius Howard or his designee.]	Julius Howard, Executive Director Email: jhoward@fairfieldha.org
AGENCY CONTACT PERSON [NOTE: Unless otherwise specified, any reference herein to “Procurement Officer” or “(PO)” shall be a reference to Erica Leonard.	Erica Leonard Executive Admin Assistant Email: fhaprocurements@fairfieldha.org Phone: 205-923-8017
HOW TO ACCESS THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	1. Access ha.economicengine.com (no “www”). 2. Online: www.fairfieldha.org 3. By email: fhainfo@fairfield.org 4. In Person: 6704 Ave. D, Fairfield, AL 35064
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	Please see the following Section 6 on page 11 of this RFP Document

1.3 AGENCY PROPERTIES

Services under this RFP shall be performed at the following locations:

FAHA Central Office & Mattie Gill Jackson Gardens	Demetrius Newton Gardens
5420 Avenue F	6704 Avenue D
Fairfield, AL 35064	Fairfield, AL 35064

The Agency reserves the right to add, remove, or modify service locations during the contract period through written contract modification, subject to the terms of the Contract.

END OF SECTION 1

SECTION 2: The Agency's Reservation of Rights

2.1 RIGHT TO REJECT, WAIVE, OR CANCEL

FAHA reserves the right to reject any or all proposals, waive minor informalities or technicalities, cancel the solicitation, or terminate the solicitation process when such action is determined to be in the best interests of the Agency and consistent with applicable procurement requirements.

2.2 RIGHT NOT TO AWARD

The Agency reserves the right not to award a contract pursuant to this RFP.

2.3 RIGHT TO TERMINATE

The Agency reserves the right to terminate the resulting contract in accordance with the termination provisions contained in this RFP and the contract executed.

2.4 RIGHT TO DETERMINE SERVICE SCHEDULE AND LOCATIONS

FAHA reserves the right to determine the days, hours, frequency, locations, and sequence in which services shall be performed, subject to the requirements of the Contract.

2.5 RIGHT TO RETAIN PROPOSALS

All proposals submitted shall become the property of FAHA and shall be retained in accordance with applicable federal, state, local, and Agency records-retention requirements.

2.6 RIGHT TO NEGOTIATE

FAHA reserves the right to negotiate price and other contract terms with the highest-ranked responsive and responsible proposer, provided such negotiations are conducted in accordance with applicable procurement requirements. If negotiations with the highest-ranked proposer are unsuccessful, FAHA may terminate negotiations and proceed to the next highest-ranked proposer.

2.7 RIGHT TO REJECT NONRESPONSIVE PROPOSALS

FAHA reserves the right to reject any proposal that fails to comply with the material requirements of this RFP, including incomplete proposals, unsigned forms, failure to provide required certifications, failure to meet minimum qualifications, or proposals containing material exceptions to the solicitation requirements.

2.8 NO OBLIGATION TO COMPENSATE PROPOSERS

FAHA shall have no obligation to reimburse any proposer for costs incurred in preparing or submitting a proposal, attending meetings, inspecting properties, negotiating a contract, or otherwise participating in the procurement process.

2.9 RIGHT TO PROHIBIT PARTICIPATION

FAHA may prohibit further participation by a proposer that fails to comply with the requirements of this RFP or applicable procurement laws and regulations.

2.10 OFFICIAL SOLICITATION DOCUMENTS

The Agency's designated procurement system and/or official website shall be the official source for this solicitation and all addenda. Proposers are responsible for obtaining and reviewing all solicitation documents and addenda.

END OF SECTION 2

SECTION 3: RFP Purpose and Notices to Proposers

3.1 RFP PURPOSE

FAHA invites qualified, licensed, experienced, and insured lawn care and grounds maintenance contractors to submit proposals for comprehensive grounds maintenance services at the **FAHA Central Office, Mattie Gill Jackson Gardens, Demetrius Newton Gardens, and scattered sites.**

The successful contractor shall demonstrate the personnel, equipment, management capacity, experience, financial capacity, safety practices, and technical approach necessary to perform the required services consistently and in a manner that protects residents, Agency employees, visitors, buildings, vehicles, landscaping, utilities, and other properties.

3.2. WRITTEN PROPOSAL

The proposer shall provide a written proposal, fully compliant with all preceding instructions to Agency. Awards may not be made to any proposer who has not been responsive to all instructions, certifications, and representations indicated in this solicitation, or cannot satisfactorily demonstrate within its proposal the ability to perform all subcontract requirements. Only information contained in a proposal or furnished by a Proposer during an oral presentation, if applicable, will be evaluated.

3.3. DISCLAIMER

This is a solicitation only; it is not a contract. The Agency shall assume no obligation to pay or reimburse any person or entity for any costs, fees or expenses incurred in preparation of a response to this Solicitation, or for any meetings and/or travel costs related to such response. All proposals submitted to and accepted by the Agency shall become the exclusive property of the Agency and shall not be returned. The Agency reserves the right to reject any or all Proposals in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the Agency. The Agency is under no obligation to any Proposer until a contract is executed for the Services described herein.

3.4. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

The Agency is the sole entity with the authority to issue and/or distribute any solicitation documents and/or information related thereto. All solicitation documents obtained from any source other than the Agency may be incomplete or incorrect. The Agency assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any solicitation documents not both issued and distributed by the Agency. All Solicitation Documents shall be posted on the eProcurement Webpage: housingagencymarketplace.com and the Agency website: www.fairfieldha.org.

3.5. ACCEPTANCE

Submission of a proposal constitutes the proposer's acknowledgement that the proposer has reviewed the solicitation and agrees to comply with its requirements, subject to any written exceptions expressly identified in the proposal and accepted by FAHA.

3.6. RESTRICTED COMMUNICATIONS

Proposers are prohibited from discussing this solicitation or any part thereof with any employee, agent, or representative of the Agency except as expressly authorized herein. The Agency may, in its sole discretion, reject the proposal submitted by any proposer who is in violation of this provision. **All verbal statements and/or answers to questions related to this solicitation**

shall not be considered binding, valid or enforceable. Questions shall be submitted in writing.

3.7. ADA REQUIREMENTS

Individuals with a disability, who would like to receive the information in this solicitation in another form, may contact the Agency's Procurement Office by phone at **205-923-8017 and press 0** or by email to fhainfo@fairfieldha.org.

END OF SECTION 3

SECTION 4: Solicitation Schedule and Information

4.1 SOLICITATION SCHEDULE

Below is the schedule of events for this Solicitation. The Agency reserves the right to modify the solicitation schedule at any time as best may serve the interests of the Agency; all modifications shall be made by addendum or amendment and posted on the noted internet system. Unless otherwise specified, all references herein to times of day shall be Central Standard Time (daylight or standard, as applicable).

Table 2

EVENT	DATE	TIME
A. RFP Issued:	09/03/2026	10:00 AM CST
B. Questions Due	09/15/2026	3:00 PM CST
C. Agency Answers /Addendum	09/16/2026	4:00 PM CST
D. Proposal Submission Deadline:	09/25/2026	2:00 PM CST
E. Evaluation	TBD	TBD
F. Anticipated Award	TBD	TBD
G. Anticipated Contract Start	TBD	TBD
*FAHA reserves the right to modify the solicitation schedule by written addendum.		
*All times shall be Central Time		

4.2 SUBMISSION OF PROPOSER QUESTIONS

All questions regarding this Solicitation shall be submitted to fhaprocurments@fairfieldha.org shall be received by the date and time specified in the Solicitation Schedule. All questions received, not in compliance with this paragraph, will not be answered unless the Agency, at its sole discretion, deems that a response to a question is necessary to clarify anything in the solicitation of documents.

4.3 AGENCY'S ANSWERS TO PROPOSER QUESTIONS

The Agency's answers to questions submitted by proposers will be posted by addendum on the above noted internet system on the date specified in the solicitation schedule.

4.4 SUBMISSION DEADLINE

All submissions are due to September 25, 2026; proposals received after this deadline will not be accepted. Agency will open and begin to evaluate proposals received on TBD.

4.5 COST INCURRED IN PREPARING PROPOSALS

Proposers will be responsible for all costs incurred when preparing a response to this RFP. All materials and documents submitted by prospective owners or development teams will become the property of the Agency and will not be returned. Any materials submitted that a Proposer(s) considers to be proprietary must be clearly marked as such to keep it out of the public record. Proposers selected for further interview or negotiations will be responsible for all costs incurred during these processes.

4.6 ADDENDA

Each proposer is responsible for determining whether addenda has been issued and for acknowledging receipt of each addendum.

END OF SECTION 4

SECTION 5: Scope of Work and Technical Requirements

5.1 GENERAL REQUIREMENTS

The successful contractor shall provide full-service lawn care and grounds maintenance services for FAHA properties. The contractor shall furnish all labor, supervision, tools, equipment, transportation, fuel, materials, supplies, safety equipment, and other resources necessary to complete the work. Services shall be performed in a professional, timely, safe, and workmanlike manner. The contractor shall maintain the property in a clean, neat, safe, and aesthetically acceptable condition.

FAHA Central Office & Mattie Gill Jackson
6704 Avenue D.
Fairfield, AL 35064

Demetrius Newton Gardens
5420 Avenue F.
Fairfield, AL 35064.

5.2 TURF MAINTENANCE

The contractor shall:

1. Mow all designated grass areas.
2. Maintain grass at approximately two (2) inches, unless directed otherwise by FAHA.
3. Adjust mowing practices based upon weather and turf conditions.
4. Prevent excessive clumping or “balling” of grass.
5. Use appropriate mower settings and mowing practices to avoid damage to turf.
6. Maintain a neat and uniform appearance.
7. Avoid scalping, rutting, or otherwise damaging turf.
8. Immediately correct areas that are missed or improperly maintained.

The contractor shall provide full-service grounds maintenance including, but not limited to:

A. Turf Maintenance

B. Edging & Trimming

The Contractor shall mechanically edging of:

- Sidewalks
- Curbs
- Entrance paths
- Parking areas
- Building approaches; and
- Other paved areas designated by FAHA

String trimming around:

- Trees
- Fences
- Utility poles
- Buildings
- Shrubs
- Irrigation components
- Curbs
- Walkways
- Equipment; and
- Other obstacles.

Concrete walkways shall be fully exposed and free of excessive grass following service. The contractor shall be responsible for damage caused by improper trimming practices.

C. Shrub & Tree Maintenance

Shrubs and small trees shall be maintained in a neat and healthy appearance.

Work shall include:

- Pruning;
- Shaping;
- Removal of dead or diseased limbs;
- Removal of low-hanging branches;
- Removal of suckers;
- Clearance over sidewalks and drive lanes;
- Selective thinning;
- Removal of branches interfering with buildings or access;
- Removal of dead, dying, diseased, or injured wood; and
- Removal and off-site disposal of all trimming debris.

Branches shall be properly cut off without leaving unnecessary stubs.

The contractor shall not perform major tree removal or hazardous tree work unless specifically authorized in writing by FAHA.

D. Weed Control

Weeds shall be controlled mechanically or chemically where appropriate.

Areas may include:

- Pavement cracks;
- Fence lines;
- Curbs;
- Hard surfaces;
- Building edges;
- Flower beds; and
- Other areas designated by FAHA.

Chemical applications shall be performed only by properly licensed or certified personnel when required by federal, state, or local law.

The contractor shall provide FAHA with required licenses or certifications before applying regulated herbicides. **All chemical products shall be used in accordance with manufacturer instructions and applicable law.**

E. Flower Bed Maintenance

Flower beds and landscaped areas shall be maintained by:

- Removing weeds;
- Raking;
- Removing grass encroachment;
- Removing debris;
- Removing clippings; and
- Maintaining a neat appearance.

F. Leaf Removal

During the fall season, leaves shall be removed from designated areas from the first significant leaf fall until the areas are satisfactorily cleared.

Methods may include:

- Raking;
- Vacuuming; and
- Other appropriate mechanical methods.

Leaves shall not be left in piles that create safety hazards or interfere with drainage, walkways, entrances, or resident access.

G. Trash and Debris Removal

The contractor shall inspect service areas and remove trash and debris before mowing. Trash shall not be shredded or dispersed into turf. Any debris scattered by mowing or trimming operations shall be removed before the contractor leaves the property.

H. Blowing and Final Cleanup

After each mowing and trimming service, the contractor shall blow or otherwise clean:

- Sidewalks;
- Porches;
- Entrances;
- Pathways;
- Curbs;
- Parking areas; and
- Other paved surfaces affected by the work.

The contractor shall leave the property in a clean and safe condition.

I. Fall/Winter Grounds Maintenance (October – February)

From approximately October through February, services shall include, as applicable:

- Leaf removal;
- Limb removal;
- Fence-line cleaning;
- Drain and gutter-area cleaning;
- General grounds policing;
- Removal of dead or damaged branches;
- Removal of branches interfering with buildings;
- Maintaining drainage areas; and
- General grounds maintenance.

5.2 SERVICE FREQUENCY

The anticipated mowing schedule is:

Month	Approximate Mowings
March	1
April	2

May	3
June	3
July	3
August	3
September	2
October	2
November	2
December	0

The actual service frequency may be adjusted based on weather, turf growth, site conditions, and Agency direction. During **September through November, leaf removal shall be performed as requested by the Property Manager or designated FAHA representative in addition to scheduled mowing. During December**, the contractor shall perform up to **two (2) leaf-removal services** at each location as directed by FAHA.

Shrub Trimming

Anticipated shrub trimming shall occur at least:

- April – one (1) service;
- October – one (1) service.

Additional shrub trimming may be requested when necessary to maintain acceptable property conditions.

5.3 ONE-DAY SERVICE REQUIREMENT

The contractor shall have sufficient personnel and equipment to complete each development's scheduled mowing service within one (1) working day whenever reasonably practicable. Weather conditions or circumstances beyond the contractor's control may require an adjustment. If weather prevents completion after work has begun, the contractor shall leave completed areas in a safe and clean condition and resume service as soon as conditions permit. **No Saturday or Sunday work shall be permitted unless specifically authorized in writing by FAHA.**

5.4 NOTIFICATION AND INSPECTION

The contractor shall notify the designated FAHA representative upon completion of scheduled service. The contractor shall sign or otherwise document completion of service in the manner prescribed by FAHA.

- FAHA representatives may inspect completed work before authorizing payment.
- FAHA may reject incomplete or unsatisfactory work and require the contractor to correct the deficiency at no additional cost.

5.5 EQUIPMENT AND WORKFORCE

The contractor shall maintain adequate equipment and personnel to perform the required services.

Equipment shall be:

- Commercial grade;
- Properly maintained;
- Safe and operational;
- Appropriate for the work; and
- Equipped with required guards and safety devices.

The contractor shall have sufficient backup equipment or contingency resources to minimize service interruption. All equipment may be inspected by FAHA before or during the contract period.

5.6 PROPERTY DAMAGE

The contractor shall be responsible for damage caused by its personnel or equipment, including damage to:

- Buildings;
- Vehicles;
- Sidewalks;
- Fences;
- Landscaping;
- Irrigation equipment;
- Utility components;
- Resident property; and
- Other Agency property.

Accidents or property damage shall be reported immediately to the designated FAHA representative.

5.7 RESIDENT RELATIONS AND CONDUCT

Contractor personnel shall maintain a professional and courteous relationship with FAHA residents. **Contractor personnel shall not engage in confrontational behavior.**

Resident complaints shall be handled professionally. Issues that cannot be resolved by the contractor shall immediately be referred to the designated FAHA representative.

Contractor personnel shall not:

- Harass residents;
- Use offensive language;
- Engage in threatening conduct;
- Enter resident units unless specifically authorized; or
- Solicit residents for private work while performing services for FAHA.

5.8 SAFETY REQUIREMENT

Resident and employee safety shall be the contractor's primary concern.

The contractor shall:

- Operate equipment safely;

- Maintain required guards and safety devices;
- Use appropriate personal protective equipment;
- Avoid mowing or trimming in a manner that creates flying-debris hazards;
- Maintain safe distances from residents and vehicles;
- Comply with applicable OSHA requirements; and
- Comply with all applicable federal, state, and local safety requirements.

Mowers shall not be operated without required factory-installed safety guards.
Mulching equipment is preferred where appropriate.

5.9 PETS AND UNAUTHORIZED PERSONS

- Contractor personnel shall not bring pets or animals onto FAHA property while performing services.
- Only authorized contractor employees and approved subcontractors may accompany the contractor's workforce.
- Children, friends, or other unauthorized persons shall not accompany contractor personnel.

5.10 UTILITY LOCATING AND DAMAGE

The contractor shall exercise reasonable care to identify and avoid utilities and utility components within work areas.

Utilities may include:

- Natural gas;
- Electricity;
- Water;
- Sewer;
- Telecommunications;
- Cable;
- Irrigation;
- Utility boxes; and
- Other underground or above-ground infrastructure.

The contractor shall be responsible for repairing damage caused by its operations, personnel, or equipment.

5.11 HERBICIDE REQUIREMENTS

Any contractor personnel applying regulated herbicides shall possess all licenses and certifications required by the State of Alabama and applicable law. Copies of applicable licenses and certifications shall be provided to FAHA before such applications are performed.

The contractor shall maintain records of regulated chemical applications when required by law.

5.12 ADDITIONAL SERVICES

FAHA may request additional grounds-maintenance services within the general scope of this contract. Additional services shall require prior written authorization. No additional work shall be performed for compensation without written authorization from FAHA. **Additional work shall be priced using the unit prices included in the contractor's proposal or another mutually agreed price approved in writing by FAHA.**

5.13 WEATHER CONDITIONS

The contractor shall monitor weather conditions and adjust service schedules as necessary. Weather delays shall be communicated promptly to FAHA. The contractor shall not perform mowing when conditions would create unreasonable safety hazards or damage turf or property.

5.14 CONTRACTOR RESPONSIBILITIES

The contractor shall:

1. Provide qualified personnel.
2. Provide adequate equipment.
3. Maintain required insurance.
4. Maintain required licenses.
5. Comply with all applicable laws.
6. Maintain safe working practices.
7. Protect residents and Agency property.
8. Remove work-related debris.
9. Correct deficiencies promptly.
10. Maintain accurate service records.
11. Submit complete invoices.
12. Maintain professional conduct.
13. Provide references.
14. Comply with Section 3 requirements when applicable.
15. Comply with applicable HUD contract provisions.

5.15 PERFORMANCE STANDARDS AND SERVICE DEDUCTIONS

FAHA may assess a \$25.00 service-performance deduction per day when the contractor fails to perform a scheduled service without an approved weather-related or Agency-authorized reason. The deduction may be withheld from the contractor's invoice. If the contractor fails to perform scheduled work for three (3) consecutive service days without an approved reason, FAHA may obtain substitute services from another contractor. FAHA may seek reimbursement for additional reasonable costs incurred as a result of contractor nonperformance, to the extent permitted by the Contract and applicable law. Repeated performance deficiencies may constitute grounds for termination for cause.

5.16 REFERENCES

Each proposer shall provide at **least three (3) references** from the previous three (3) years involving similar lawn care or grounds maintenance services. At least one reference should, where available, involve a comparable multi-property, multifamily, public-sector, housing authority, apartment community, commercial property, or institutional account.

Each reference shall include:

- Client name;
- Contact person;
- Telephone number;
- Email address;
- Location;
- Description of services;
- Contract period; and
- Approximate contract value, if available.

END OF SECTION 5

SECTION 6: Proposal Format and Submission Instructions

6.1 TABBED PROPOSAL SUBMITTAL

The Agency intends to retain the Firm pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the Agency will, as detailed within the following Section, consider factors other than just cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within 6.1.(A) 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 Agency has published herein or has issued by addendum.

Tab	Attachment	Description
1.	----	This RFP Document
2.	A.	FAHA Vendor Application
3.	B.	SAMPLE CONTRACT
4.	C.	Form of Proposal. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
5.	D.	Addenda Acknowledgement Form. Please check FAHA website to confirm that you have read and acknowledged in writing all addenda issued and submit your acknowledgment of each addendum
6.	E.	Profile of Firm. The Profile of Firm Form is attached hereto as to this RFP document. This two (2) page Form must be fully completed, executed, and submitted as a part of the bid submittal.
7.	F.	Non-Collusive Affidavit
8.	G.	Form HUD SF-LLL Disclosure of Lobbying Activities. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
	H.	Form HUD-50071 Certification of Payments to Influence Federal Transactions. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
	I.	Form HUD-50070 Certification for a Drug-Free Workplace This form must be fully completed, executed where provided, thereon and submitted under this tab as a part of the proposal submittal.
	J.	Form HUD 5369-B Instruction to offerors Non-Construction (read only)
	K.	Form HUD 5370-C General Conditions for Non-Construction Contracts
	L.	Form HUD - 92010 (3/2006), Equal Employment Opportunity Certification. The bidder must submit 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.
9.	M.	Section 3 Preference Form. (If you do NOT plan to participate in Section 3, indicate so on the Section 3 attachment)

10.	N.	E-Verification Affidavit Only required as a Post-Bid Document by the Awarded Bidder.
11.	O.	Form HUD 5369- C Certifications and Representations of Offerors
12.		Managerial Capacity/Financial Viability/Staffing Plan. The proposer's entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (1) and (4) of the Profile of Firm Form . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart). Include in the chart all key personnel, specialists, and consultants, who will be assigned work under a contract potentially resulting from this RFP. Identify all individuals who will be devoted to the project on a full-time basis or part-time basis (up to 50% of time allocated to project), including those who will be full time only for specific components of the project, as well as those filling a continuing position throughout the project. Provide detailed resumes for each, highlighting the experience that qualifies them for the position they will fill.
13.		Client Information. The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
		The client's name;
		The client's contact name;
		The client's telephone number and email address;
		The proposer's DEMONSTRATED UNDERSTANDING of the AGENCY'S REQUIREMENTS and REQUESTED SERVICES.
		A brief description and scope of the service(s) and the dates of the services were provided inclusive of duration of projects or projected completion date of current/active projects and dollar value of contracted services.
14.	----	Subcontractor/Joint Venture Information. The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. If the Respondent is a joint venture, or another entity formed solely for responding to this RFP, provide evidence of prior successful collaborations. Proposer will submit under Tab 3 a Profile of Firm form for each subcontractor/joint venture that he/she intends on utilizing.
15.		APPROPRIATE TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED. Provide a detailed narrative that demonstrates the approach or how the Respondent will engage with FAHA staff. Outline its anticipated approach/engagement for each element of work identified in the Scope of Services. The outlined approach/engagement should be consistent with the objectives and requirements set forth in the RFP and should address how services will be immediately provided upon execution of a contract. Include proposed processes for ensuring effective coordination, as well as procedures for reporting and disseminating information.

16.		TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein) Describe professional competence and experience in researching developing, writing, preparing and submitting successful detailed and comprehensive grant and funding applications for federal, state, local and private foundation grants. Include resumes of key staff identified as responsible for performing the work under a contract with FAHA.
17.		The proposer's DEMONSTRATED EXPERIENCE in performing similar work and DEMONSTRATED SUCCESSFUL PAST PERFORMANCE . Identify similar or related work performed for public housing authorities or other companies that has been completed to date or is currently active. Include projects completed or currently underway by the responding entity and/or each major participant in the proposal. Identify experience in performing work for public housing authorities or other companies, by the Respondent and/or its participants. Demonstrate ability to produce reports that are well regarded in the industry in terms of content, timeliness, and responsiveness. Demonstrate, through written explanation, the Respondent's familiarity with HUD , Federal, State, and local laws, regulations, and codes that the Respondent believes may be pertinent or applicable to this project. If the Respondent is a joint venture, or another entity formed solely for responding to this RFP, provide evidence of prior successful collaborations.
		If appropriate, how staff are retained, screened, trained, and monitored.
		Approach to QUALITY CONTROL
		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.).
		A complete description of the products and services the firm provides.
18.		Proposed Engagement Letter. A copy of the proposer's proposed engagement letter. Please note that the Agency WILL NOT accept this engagement letter as the eventual contract but will consider including the proposed engagement letter as an appendix to the eventual contract that is executed. The Agency retains the right to (and most likely will) require certain revisions to the engagement letter, especially of proposed terms that either, in the Agency's opinion, conflict with the terms listed within the contract.
19.		Other Information. The proposer may include herewith any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
		No Information Placed under a Tab. If no information is to be placed under any of the above noted tabs, please place there under a statement such as " NO INFORMATION IS BEING PLACED UNDER THIS TAB " or " THIS TAB LEFT INTENTIONALLY BLANK. " <u>DO NOT</u> eliminate any of the tabs.
		Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding or remove the pages from the cover (i.e., 3-ring binder; etc.) to make copies, and then conveniently return the proposal submittal to its original condition.

6.2 REQUIRED CERTIFICATIONS/ FORMS

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

Section 3 Documentation

Form of Proposal

Profile of Firm Form

Non-Collusive Form

FAHA Vendor Application

W-9

Form HUD-5369-B Instructions to Offerors – Non-Construction

Form HUD 5369-C Certifications and Representations of Offerors – Non-Construction Contract

Form HUD SF-LLL Disclosure of Lobbying Activities

Form HUD 50071 Certification of Payments to Influence Federal Transactions

Form HUD 50070 Certification for a Drug-Free Workplace

Addenda Acknowledgement

6.3 PRICE PROPOSAL

The Respondent shall provide an hourly rate. This hourly rate should be inclusive of all anticipated potential costs incurred while providing these services. This information shall be placed under Tab 4 Proposed Services and on the respondent's company letterhead along with the **Price Proposal Form**, of this RFP. The Respondent, at their discretion, can also provide separately any other information pertaining to additional services they offer.

The pricing shall include all costs necessary to perform the required services, including:

- Labor;
- Supervision;
- Equipment;
- Fuel;
- Transportation;
- Insurance;
- Materials;
- Supplies;
- Routine disposal;
- Overhead;
- Profit; and
- Other costs necessary to complete the Scope of Work.

Price Proposal (sample)

Service Location	Monthly Price	Unit Price
FAHA Central Office and Scattered Sites	\$	\$
Mattie Gill Jackson	\$	\$
Demetrius Newton Gardens	\$	\$
Total	\$	\$

Optional Unit Pricing (sample)

Additional Service	Unit	Unit Price
Additional Moving	Per occurrence	\$
Additional edging	Per occurrence	\$
Additional Shrub trimming	Per occurrence	\$
Leaf Removal	Per occurrence	\$
Additional Cleanup	Per occurrence	\$
Emergency Grounds Service	Per occurrence	\$
Other:	Per occurrence	\$

The proposal shall clearly identify any proposed exclusions.

6.4 PROPOSAL SUBMISSION

All hard-copy” proposals must be submitted and time-stamped 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 (marked "ORIGINAL") and 4 exact copies (each of the 5 separate proposal submittals shall have a cover and extending tabs) of the “hard copy” proposal submittal, shall be placed unfolded in a sealed package and addressed to:**

**Fairfield Alabama Housing Authority
Attn: Procurement Officer
RFP# 00000000 LAWN SERVICES
6704 Avenue D, Fairfield, AL 35064**

A. Exterior of the Submittal 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. The exterior of any sealed package shall clearly identify: **RFP No. 00000000 LAWN CARE SERVICES. RFP must also include the day, date, and year.**

B. 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 Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal 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 proposer that does so, thereby agreeing to confirm all notices that the Agency thereby agrees to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

C. 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 Agency, including the RFP document, the documents listed within the following Section 6.6, 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 Agency requirements contained within the documents may cause that proposer to not be considered for award.

6.5 PROPOSER'S RESPONSIBILITIES – CONTACT WITH THE AGENCY

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 an inquiry or communicate with any other Agency 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 Agency to not consider a proposal received from any proposer who has not abided by this directive.

A. 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 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 Agency 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.

6.6 PROPOSER'S RESPONSIBILITIES – EQUAL EMPLOYMENT OPPORTUNITY AND SUPPLIER DIVERSITY

Both the Firm and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

A. Within 2 CFR §200.321 it states:

1. **(e)** Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
2. **(1)** The non-federal entity must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
3. **(2)** Affirmative steps must include:
 - (1)** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (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;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (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
- (6) Requiring the prime Firm, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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

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.
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.

C. Within our Agency Procurement Policy, it states that our Agency will:

1. **Assistance to Small and Other Business Required Efforts:**
 - a. Including such firms, when qualified, on solicitation mailing lists;
 - b. Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
 - f. Including in contracts, to the greatest extent feasible, a clause requiring Firms, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low- income residents, as described in 24 CFR Part 75 (so-called Section 3 businesses); and

- g. Requiring prime Firms, when subcontracting is anticipated, take the positive steps listed above.

D. Requirements

Accordingly, please see Section 6.1 (g) herein 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.

6.6 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:

Document No.	Attachment	Attachment Document
1	-----	This RFP Document
2	A	Form of Proposal
3	B	Price Proposal Form
4	C	Profile of Firm
5	D	Addenda Acknowledgement
6	E	Non-Collusive Affidavit
7	F	HUD-5369-B - Instruction to Offerors Non-Construction (Read Only)
8	G	HUD-5369-C - Certifications and Representations of Offerors
9	H1&2	HUD-5370-C - General Conditions for Non-Construction Contracts Section 1 and 2
10	I	Section 3 Forms
11	J	FAHA Vendor Application (if applicable)
12	K	W-9
13	L	References
14	M	Equipment/Workforce Certification
15	N	Alabama E-Verify

END OF SECTION 6

SECTION 7: Evaluation Criteria and Selection Process

7.1. AWARD

Award of the Contracts, if any, shall be to the Proposal(s) are deemed by the Agency to provide the best value, price and technical factors considered.

7.2. EVALUATION: The Contracting Officer or “designee” will evaluate and award points pertaining to Evaluation Factors No. 5 (the “Objective” Factors). The appointed evaluation committee, independent of the Contracting Officer or any other person at the FAHA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 1, 2, 3 and 4 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Procurement Officer

a. 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 7.3):

7.3. EVALUATION FACTORS

The Selection Committee will evaluate each Proposal on the following criteria:

NO.	Evaluation Factor	Max Pts.
1	Technical Approach and Understanding the Scope	25
2	Experience and Qualifications	20
3	Management, Staffing and Equipment Capacity	20
4	Past Performance Reference	15
5	Price	20
	Total Points	100

1. Technical Approach – 25 Points

The Agency will consider:

- Understanding of the Scope of Work;
- Proposed mowing and maintenance methodology;
- Quality-control procedures;
- Safety practices;
- Resident protection;
- Weather contingency planning;
- Communication procedures; and
- Ability to meet required service schedules.

2. Experience and Qualifications – 20 Points

The Agency will consider:

- Years in business;
- Comparable lawn-care experience;
- Experience with multifamily or public-sector properties;
- Relevant licenses and certifications;
- Experience with large developments; and

- Knowledge of applicable regulations.

3. Management, Staffing, and Equipment -20 Points

The Agency will consider:

- Staffing levels;
- Supervisory structure;
- Equipment capacity;
- Backup equipment;
- Workforce availability;
- Ability to complete developments within required timeframes; and
- Quality-control management.

4. Past Performance and References – 15 Points

The Agency will consider:

- Quality of previous work;
- Reliability;
- Timeliness;
- Responsiveness;
- Contract compliance;
- Customer satisfaction; and
- Reference feedback.

5. Price – 20 Points

Price shall be evaluated for competitiveness, completeness, reasonableness, and consistency with the Scope of Work.

7.4. EVALUATION METHOD

Below is the anticipated selection process for this Solicitation:

A. Initial Evaluation for Responsiveness

Each proposal received will first be evaluated for responsiveness (i.e. meeting the minimum of the requirements).

B. Evaluation Packet

An evaluation packet will be prepared for each evaluator, including the following documents:

1. Instructions to Evaluators;
2. Proposal Tabulation Form;
3. Written Narrative Form for each proposer;
4. Recap of each proposer's responsiveness;
5. Copy of all pertinent RFP documents.

7.5 EVALUATION COMMITTEE: The Agency anticipates that it will select a minimum of a three (3) person committee to evaluate each of the responsive "hard copy" proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to

contact or discuss with such person anything related to this RFP. As detailed within Section 7.3 of this document, the designated CO is the only person at the Agency 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.

D. Potential "Competitive Range" or "Best and Finals" Negotiations.

The Agency 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 Agency 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.

E. 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:

- a. Which proposer received the award;
- b. Where each proposer placed in the process because of the evaluation of the proposals received;
- c. Each proposer's right to debrief.

F. 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 FAHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on FAHA evaluation committee.

7.6 Notice of Award

FAHA may provide written notice of the procurement result to participating proposers following completion of the evaluation and approval process.

END OF SECTION 7

SECTION 8: Solicitation and Contract Terms and Conditions

The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Contract:

8.1. ACCEPTANCE AND REJECTION OF PROPOSALS

FAHA reserves the right to accept or reject any or all proposals, waive minor informalities, cancel the solicitation, or take other action permitted by applicable procurement Requirements.

8.2 ACCURATE INFORMATION

All information submitted by a proposer will be true and accurate. Material misrepresentations may result in rejection or contract termination.

8.3 ADDENDA AND AMENDMENTS

Only written addenda issued by FAHA shall modify this RFP.

8.4 ALTERNATE PROPOSALS

Alternate proposals shall not be considered unless expressly authorized by FAHA in the solicitation or addendum.

8.5 ASSIGNMENT

The contractor shall not assign, transfer, or subcontract material portions of the Contract without prior written approval from FAHA.

8.6 BINDING PROPOSAL

Proposals shall remain valid for 180 calendar days following the submission deadline unless otherwise stated in the solicitation.

8.7 CHANGES IN SERVICES

FAHA may request additions, deletions, or modifications within the general scope of the Contract. Changes shall be documented in writing and approved by authorized Agency representatives.

8.8 CONFIDENTIALITY

The contractor shall protect confidential information obtained through performance of the Contract. Nothing in this provision shall prevent disclosure required by federal, state, or local public-records laws.

8.9 CONTRACT ADMINISTRATION

FAHA shall designate a Contract Administrator to monitor contractor performance, inspect services, approve invoices, maintain contract records, and communicate Agency requirements.

8.10 CONTRACT AWARD

FAHA reserves the right to award the Contract in whole or in part when permitted by the solicitation and applicable procurement requirements.

8.11 DISPUTES

Contract disputes shall first be submitted to the Contracting Officer in writing. The contractor

shall continue performing undisputed contractual obligations while a dispute is being resolved unless otherwise directed in writing.

8.12 CONTRACT FORM

The successful proposer shall execute FAHA's contract form. Submission of a proposal constitutes agreement to execute the Agency's contract subject to negotiated modifications approved by FAHA.

8.13 CONTRACT PERIOD

The initial contract term shall be one (1) year. FAHA may exercise up to four (4) additional one-year option periods, for a maximum potential contract term of five (5) years. Each option period shall be exercised solely at FAHA's discretion and shall be subject to available funding, satisfactory contractor performance, applicable procurement requirements, and any required approvals.

8.14 DISSEMINATION OF INFORMATION

The contractor shall not issue public statements concerning FAHA or the Contract without prior written authorization, except as required by law.

8.15 INDEPENDENT CONTRACTOR

The contractor shall perform as an independent contractor and shall be solely responsible for its employees, wages, taxes, benefits, insurance, supervision, and employment practices.

8.16 ERRORS IN PROPOSALS

The Agency may reject proposals containing material calculation or pricing errors.

8.17 FORCE MAJEURE

Neither party shall be responsible for delays caused by circumstances beyond its reasonable control, subject to the terms of the Contract.

8.18 IMMIGRATION REQUIREMENTS

The contractor shall comply with applicable federal and State of Alabama employment eligibility and immigration requirements.

8.19 COLLUSION

Collusion, price fixing, or submission of multiple proposals by the same proposer under different names may result in rejection.

8.20 INCONSISTENT PROVISIONS

The executed FAHA Contract shall control in the event of a conflict between the Contract and the proposer's standard terms.

8.21 INDEMNIFICATION

To the extent permitted by applicable law, the contractor shall indemnify and hold harmless FAHA, its officers, employees, and agents from claims arising from the negligent acts or omissions of the contractor, its employees, agents, or subcontractors.

8.22 LATE PROPOSALS

Late proposals may be rejected as non-responsive in accordance with FAHA procurement policy.

8.23 LAWS AND REGULATIONS

The contractor shall comply with all applicable:

- Federal laws;
- HUD requirements;
- State of Alabama laws;
- Jefferson County requirements;
- City of Fairfield requirements;
- OSHA requirements;
- Environmental requirements;
- Licensing requirements; and
- Other applicable laws and regulations.

8.24 MODIFICATION OF PROPOSALS

Proposals may be modified or withdrawn only before the submission deadline and in accordance with FAHA's established procurement procedures.

8.25 NO LIENS

The contractor shall not place liens against FAHA property arising from work performed under the Contract.

8.26 NO WAIVER

Failure by FAHA to enforce any provision shall not constitute a waiver of its right to enforce that provision later.

8.27 NONDISCRIMINATION

The contractor shall comply with all applicable federal, state, and local nondiscrimination and equal employment opportunity requirements.

8.28 NONEXCLUSIVE CONTRACT

FAHA does not guarantee any minimum quantity of services beyond authorized work under the Contract and may obtain services from another source when permitted by the Contract and applicable procurement requirements.

8.29 OWNERSHIP OF AGENCY MATERIALS

Agency records and materials provided to the contractor shall remain the property of FAHA.

8.30 CONTRACT DOCUMENTS

The successful proposer shall provide required executed contract documents within the timeframe established by FAHA.

8.31 RECORDS

The contractor shall maintain records relating to the Contract in accordance with applicable federal, state, local, HUD, and FAHA record-retention requirements and shall make such records available for authorized audit or inspection.

8.32 NEGOTIATION OF FINAL PRICE

FAHA may negotiate final pricing and contract terms with the highest-ranked proposer when permitted by applicable procurement requirements. If negotiations are unsuccessful, FAHA may proceed to the next highest-ranked proposer.

8.33 EXAMINATION OF SOLICITATION DOCUMENTS

Each proposer is responsible for reviewing the entire solicitation and obtaining clarification of any requirement that is unclear before submitting a proposal.

8.34 SOLICITATION PROTEST

Protests shall be submitted in writing to the Contracting Officer in accordance with FAHA's procurement policy.

The protest shall identify:

- Proposer name;
- Address;
- Telephone number;
- Solicitation number;
- Grounds for protest;
- Supporting facts; and
- Requested remedy.

8.35 SUBCONTRACTORS

Subcontractors may not be used without disclosure and approval as required by FAHA. The prime contractor shall remain fully responsible for subcontractor's performance.

8.36 SURVIVAL

Provisions concerning confidentiality, records, indemnification, audit, and other obligations that by their nature survive termination shall remain in effect after termination.

8.37 TERMINATION

a. Termination for Cause

FAHA may terminate the Contract for material failure to perform after providing notice and an opportunity to cure when required by the Contract.

b. Termination for Convenience

FAHA may terminate the Contract for convenience upon written notice in accordance with the Contract. The contractor shall be paid for acceptable services properly performed through the effective termination date.

c. Termination for Non-Appropriation

FAHA shall not be obligated to continue the Contract beyond the period for which funds are appropriated.

8.38 NON-APPROPRIATION OF FUNDS

The Contract shall be subject to the availability and appropriation of funds.

END OF SECTION 8

SECTION 9: Special Terms and Conditions

9.1. INSURANCE

A. The Firm shall, at all times during the term of the Contract, carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:

1. **Automobile Insurance.**

An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$2,000,000. 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 \$250,000/\$500,000 and medical pay of \$5,000.

2. **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 \$2,000,000), 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;

3. **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;

4. **Workers Compensation Insurance.**

An original certificate showing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Firm that has employees other than just the owner working on-site to provide the services);

B. Prior to award (but not as a part of the proposal submission) the Firm and any subsequent sub-Firm will be required to provide the Agency with a certificate of insurance, which shall: **(i)** evidence the above policies; **(ii)** name the Agency as additional insured with respect to the comprehensive commercial general liability insurance policy only; and **(iii)** contain a provision that requires the Firm's insurers to provide the Agency with a written notice of any cancellation or adverse material change in the insurance and that such cancellation or adverse material change shall not be effective with respect to the Agency for thirty (30) days after such written notice is given.

C. The Firm acknowledges and agrees that its failure to provide the Agency with a certificate of insurance and/or the failure by the Agency to demand the delivery of said certificate shall not operate or be deemed to operate as a waiver of the insurance and associated

endorsements required under this provision, and the Firm shall hold harmless the Agency from any liability arising as a result of any such failure(s).

9.2 LICENSING REQUIREMENTS

Prior to award (but not as a part of the proposal submission) the Firm and any subsequent sub-Firm will be required to provide:

A. 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 Fairfield, Jefferson County, and/or the State of Alabama. All necessary documentation to prove ability to perform as an attorney in the State of Alabama.

B. Profile of Firm Form.

The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH CERTIFICATES WITHIN THE SUBMITTAL, we will garner the necessary certificates from the Firm prior to contract execution).

C. Subcontractor Documentation.

The Agency reserves the right to require all subcontractors identified by the successful proposers as working under this contract, to meet the same licensing and insurance requirements and complete all the same forms required of the proposer.

D. Certificates/Profile of Firm Form.

Pertaining to the aforementioned (within Sections 9.1) 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).

9.3. INVOICES, PAYMENTS AND TAXES

Payment for the Services provided under each Executed Project Order shall be paid in a lump sum following the completion of the Services under the respective Executed Project Order, and the Agency's acceptance and receipt of an undisputed proper invoice(s) for the same. The Agency shall only pay original proper invoices issued in accordance with the following:

A. Original invoices shall include, at a minimum, the: Firm's name, address, telephone number and services provided. Invoices shall be submitted to: Department of Finance/Accounts Payable faaccounting@fairfieldha.org. All invoices must be submitted within thirty (30) days of work acceptance by the Agency. The final invoice format requirements will be discussed during the Post Award Conference.

B. The Agency's standard terms of payment are net thirty (30) days; however, this does not preclude the Firm from providing a prompt payment discount for the payment of invoices in less than thirty (30) days.

C. The Firm shall invoice only for productive related to contract conditions; time utilized for transportation of workers, lunch, material acquisition, handling and delivery, and movement of Firm owned or rented equipment shall not be directly chargeable.

- D. The Agency is exempt from sales and use taxes. The Firm shall exclude such taxes from all forms of requests for payments issued to the Agency; the Agency shall not be liable for or pay or reimburse the Firm for any such taxes.

9.4. PERSONNEL

A. Firm's Personnel

1. While on Agency property, the Firm's personnel shall: present a professional appearance; be neat, clean, well-groomed and properly uniformed; and conduct themselves in a courteous and respectable manner.
2. The Firm shall not allow any of its personnel who are under the influence of alcohol, drugs, or any other incapacitating agents to perform work under the Contract. The Firm's personnel shall not use any Agency equipment or facilities, unless identified herein, or loiter in the areas being serviced.
3. The Firm shall not allow any of its personnel to use tobacco products while on Agency property.

B. Unauthorized Personnel

The Firm's personnel shall not be accompanied on Agency's premises by acquaintances, family members, or any other person unless the individual is an authorized employee of the Firm. The Agency prohibits teenagers, minors, and children from working on Agency -owned property under the Contract. Unauthorized persons discovered on the Agency's premises will be immediately escorted off the property.

9.5. FIRM'S CAPACITY

The Firm shall have the capacity to perform the requested services. The Agency may request documentation to verify the Firm's capacity during the proposal evaluation process.

9.6. HOLIDAYS (OBSERVED)

The Agency observes the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Holiday (Thursday and Friday)
- Christmas Day

9.7. POST AWARD CONFERENCE (CONTRACT KICKOFF MEETING)

The Contractor agrees to attend any post award conference convened by the Contract Administrator. This meeting shall be at no additional cost to the Agency.

9.8. UNAUTHORIZED USE OF AGENCY EQUIPMENT

The Firm's personnel shall be prohibited from, at any time, use of Agency equipment unless authorized by the Agency, including the use of non-pay telephones for any purposes other than a local emergency call.

9.9 UNIFORMS AND IDENTIFICATION

Contractor personnel shall wear appropriate company identification while working on FAHA property.

9.10 BACKGROUND/SECURITY REQUIREMENTS

FAHA may establish reasonable security and background-screening requirements for contractor personnel who regularly perform work on Agency property, subject to applicable law and Agency policy.

END OF SECTION 9