



REQUEST FOR PROPOSALS (RFP)
SOLICITATION NO. 2022-10-02

FOR LAWN MAINTENANCE SERVICES

For Hurd Homes

OCTOBER 11, 2022

EAST POINT HOUSING AUTHORITY BOARD OF COMMISSIONERS

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Pre-Proposal Conference: October 20, 2022

Deadline to Submit Questions: November 3, 2022

Proposal Submittal Deadline: November 10, 2022 ~ 2:00PM

RFP Available at: [Housing Agency Marketplace \(internationalprocurement.com\)](https://www.internationalprocurement.com) or
<https://www.eastpointha.org/work-with-us/vendors-information/>

RFP Document
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INTRODUCTION

The Housing Authority of the City of East Point (hereinafter, "HA") is a public entity that was formed in 1949 to provide federally subsidized housing and housing assistance to low-income families, within the East Point area. The HA is headed by an Executive Director (ED) and is governed by a six-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the HA's procurement policy. Though brought into existence by a Resolution of the Board of Commissioners, it is a separate entity from the State.

Currently, the HA owns and/or manages: (a) 2 multi-family apartment complexes totaling 185 units; (b) 455 Section 8 Housing Choice Vouchers area; 292 Portability Vouchers; 12 Project-Based Vouchers; 50 VASH Vouchers for a total of 994, and twenty-four (24) scattered site Public Housing units for Fairburn Housing Authority. (c) The HA currently has approximately 18 employees.

In keeping with its mandate to provide efficient and effective services, the HA is now soliciting proposals for:

Hurd Homes
3022 Randall Street
East Point, GA 30344

From qualified, licensed and insured entities to provide the above noted services to the HA. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

Proposers have the option of bidding on one (1) or both properties.

Vendors are encouraged to review this RFP closely in order to prepare and submit a proposal that conforms to the requirements set forth herein. The Authority encourages responding firms to develop proposals that meet the Scope of Services as well as provide, the Authority with the best value in services. The Authority reserves the right to negotiate the final scope of work with the successful proposer. The Authority has reviewed the scope of work to be completed and has determined that the most advantageous procurement method is through the acceptance of competitive proposals. As a result, proposals will be received and evaluated utilizing the evaluation criteria outlined in this Request for Proposals (RFP) and **price alone is not the sole determining factor.**

RFP INFORMATION AT A GLANCE

Table 2

| | |
|--|--|
| <p>HA CONTACT PERSON</p> | <p>Michael Spann, Executive Director Telephone (404) 768-0078 ext. 125 Email: mspann@eastpointha.org</p> <p>Ariana Wilkins, Housing and Community Development Manager Telephone (404) 768-0078 ext. 122 E-Mail: awilkins@eastpointha.org</p> |
| <p>HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE</p> | <ol style="list-style-type: none"> 1. Access to Register or Login as a Vendor at Housing Agency Marketplace (internationaleprocurement.com) or 2. Access www.eastpointha.org. 3. Click on “Work With Us” at the top. Click on the vendors tab and select the desired solicitation under https://www.eastpointha.org/work-with-us/vendors-information/ <p>If you have any problems in accessing the RFP on the website, contact Tara Mobley, tmobley@eastpointha.org, or 404-768-0078 ext. 118</p> |
| <p>PRE-PROPOSAL CONFERENCE</p> | <p>Thursday, October 20, 2022, 2:00PM ET 3056 Norman Berry Drive (Central Office) East Point, GA 30344</p> |
| <p><u>DEADLINE FOR QUESTIONS</u></p> | <p>Questions should be submitted in writing to M Spann@eastpointha.org by <u>2:00 PM EST Thursday, November 3, 2022</u>; addenda to the RFP will be issued as necessary.</p> |
| <p>HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL</p> | <ol style="list-style-type: none"> 1. As directed within Section 3.2.1 of the RFP document, submit certain required financial information 2. As instructed within Section 3.0 of the RFP document, submit 3 copies of your "hard copy" proposal (including 1 original) and one electronic copy on disc to the East Point Housing Authority Central Office. |
| <p><u>PROPOSAL SUBMITTAL DEADLINE</u></p> | <p>Thursday, November 10, 2022, 2:00 P.M. East Point Housing Authority 3056 Norman Berry Drive, East Point, GA 30344</p> <p>The proposed costs must be placed under Tab 4 “Proposed Services” (Last page)</p> |
| <p>ANTICIPATED APPROVAL BY HA</p> | <p>(On or before) <u>Thursday, November 27, 2022</u></p> |
| <p><u>ANTICIPATED COMMENCEMENT OF WORK</u></p> | <p>January 2, 2023</p> |

1.0 EPHA'S RESERVATION OF RIGHTS:

- 1.1 The EPHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HA to be in its best interests.
- 1.2 The EPHA reserves the right not to award a contract pursuant to this RFP.
- 1.3 The EPHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.4 The EPHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 The EPHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the EPHA Contracting Officer (CO).
- 1.6 The EPHA reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7 The EPHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 The EPHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 The EPHA shall reserves the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective proposer further agrees that he/she will inform EPHA's CO in writing within five (5) days of the discovery of any item that is issued thereafter by EPHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve EPHA, but not the prospective proposer, of any responsibility pertaining to such issue.
- 1.10 EPHA reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued. All addenda's will be posted on EPHA's website www.eastpointha.org and [Housing Agency Marketplace \(internationaleprocurement.com\)](http://HousingAgencyMarketplace(internationaleprocurement.com)). Such changes that are issued before the proposal submission deadline shall be binding upon all prospective proposers.
- 1.11 In the case of rejection of all proposals, EPHA reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of EPHA, the best interest of EPHA will be promoted.
- 1.12 EPHA reserves the right to, without any liability, cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

- 1.13 EPHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to EPHA, if:
- 1.14 EPHA reserves the right to amend the contract any time prior to contract execution.
- 1.15 EPHA reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this RFP and any resulting contract.
- 1.16 In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, EPHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- 1.17 If at any time EPHA finds an employee, subcontractor or other individual or entity performing work under a contract resulting from this RFP to be unacceptable, Contractor shall within two (2) business day provide a replacement acceptable to EPHA.
- 1.18 EPHA reserves the right regardless of evaluation ratings not to enter into a contract for a de minimus amount.

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S):

The HA is seeking proposals from qualified, licensed and bonded entities to provide the following detailed landscaping services at the housing sites

**Project Re: Annual Lawn Care Maintenance
East Point Housing Authority
Project GA 78-002 Hurd Homes
East Point, GA**

The work will be performed at sites located in East Point, Georgia. The location of the site is generally described as follows:

- 2.1 **Work will be provided year round as follow but is not necessarily limited to the following items.**
 - 2.1.1 Services shall be provided weekly year round. The limit of work is to all property lines.
 - 2.1.2 Cut grassed lawn areas weekly during growing season **(July 1 through July 1)**.

- 2.1.3 Before and after each mowing and service visit, pick up and legally dispose of (off site) all trash, litter and debris from the entire property to include but not limited to in and around shrub areas, ground cover beds, planting beds and all other man-made or natural abutment. Contractor shall not use EPHA dumpsters to dispose of any trash, litter or debris.
- 2.1.4 Cut grass to a height of 2 to 2-1/2 inches. All clippings shall be mulched. Clean all sidewalks, streets and parking areas after each grass cutting.
- 2.1.5 Weed eats and/or mows areas next to buildings and around outside equipment such as poles, fences, trees, shrubbery, retaining walls, curbs and embankments.
- 2.1.6 Include clearing and cutting back of over grown vegetation to all property lines. Use trimmers in locations where mowers cannot reach vegetation. Maintain cleared and cut back areas year-round.
- 2.1.7 Remove all vegetation from all fencing on site and at property lines. Maintain fencerows free of brush and debris year round.
- 2.1.8 Edge all existing concrete walks, curbs, parking lots and driveways and maintain edging year round. Trim and edge in a linear manner all grass to a uniform height not to exceed 2 to 2-1/2 inches, to prevent growth of grass on sidewalks, fence lines, streets, parking areas, building foundations, dumpster pads, shrub beds, ground cover beds, flower beds, and any other man made or natural abutment.
- 2.1.9 Blow or sweep all organic debris keeping all sidewalks, driveways, streets and parking lots clean year round. All debris shall be removed from the site after each service year round.
- 2.1.10 Pick up and dispose of paper, trash, fallen limbs and debris prior to grass cutting year round.
- 2.1.11 Leave lawn areas clean of leaves and debris after each grass cutting. Lawn areas shall be kept clean year round.
- 2.1.12 Trim and prune existing plants and shrubbery. Maintain trimming and pruning of existing plants and shrubbery year round and height not to exceed 4 feet. Plants are to be cut back to eliminate touching buildings and roofs.
- 2.1.13 Remove all weeds and debris from existing flowerbeds. Maintain flowerbeds and keep free of weeds and debris year round
- 2.1.14 Provide mulch at existing flowerbeds at and around apartment buildings and planted areas. Provide mulch around tree. Apply mulch 2 times per year. Include cost to repair small disturbed pine straw areas. **(Provide a unit price for additional applications).**

- 2.1.15 Leave lawn areas clean. Install mulch 2 times per year. Include cost to repair small disturbed mulch areas. **(Provide a unit price for additional applications).**
- 2.1.16 Remove all grass clippings and edging off site if not mulched. However, mulching is preferred. Any excess build up of mulched grass clippings, or leaves shall be removed from property. Trim and prune existing plants and shrubbery. Maintain trimming and pruning of existing plants and shrubbery year round.
- 2.1.17 Remove weeds and organic growth from cracks and joints at paved areas, sidewalks, driveways and parking lots year round. Maintain year round. Use herbicides to control weeds as necessary as recommended by the herbicide manufacturer.
- 2.1.18 Take measures to protect water meters, sewer cleanouts and other similar obstacles. Contractor will be responsible for repairs if damaged.
- 2.1.19 Provide weed control chemicals for all plants year round. Chemicals shall be compatible with the variety of plants affected.
- 2.1.20 Provide insect control chemicals for all plants year round. Chemicals shall be compatible with the variety of plants affected. Provide plant food and fertilizers for all plants year round at Hurd Homes, 3022 Randall Street, East Point, GA
- 2.1.21 Chemicals shall be compatible with the variety of plants affected.
- 2.1.22 Provide chemicals that are safe for pets and children. All chemicals shall be approved by the Housing Authority prior to use on the property.
- 2.1.23 Notify the residents on the property prior to use of chemicals. Use Pesticide signage.
- 2.1.24 During drought conditions, notify the EPHA of distressed plants and lawn areas. Provide for additional watering during drought conditions.
- 2.1.25 Prior to start of work; provide a list describing the equipment to be used for servicing the properties.
- 2.1.26 All employees working on Housing Authority property shall either wear uniform type shirts and/or identification identifying the person as an employee of the Lawn Service Company.

2.2 Contractor's Responsibilities.

- 2.2.1 **Equipment; Supplies; Materials.** As a part of the proposed fees, the Contractor shall supply any and all such items needed to provide the services detailed herein; meaning, the Agency shall not pay any additional fees for such.

- 2.2.2 Safety.** The Contractor shall, at all times, ensure that all work provided by the Contractor complies with all local, State, and Federal rules pertaining to workplace safety; meaning, the Contractor shall, at all times, conduct business in such a manner as to protect its workers, Agency residents, Agency staff, and the public. Further, the Contractor shall have full and sole responsibility to correct any such condition found unsafe by any authorized entity (including the Agency), and, if such unsafe conditions result to any group named within this section, shall have full and sole responsibility to compensate such persons if so ordered by an authorized agency or a court having jurisdiction.
- 2.2.3 Regulations.** The Contractor shall comply with any applicable City of East Point, County of Fulton, State of Georgia, and federal laws, codes and regulations regarding the application of any products (and in the provision of any services).
- 2.2.4 Ensuing Debris.** The Contractor shall, as detailed herein, remove all ensuing debris from the Agency property daily.
- 2.2.5 Damage to Agency or Resident Property.** Any damage any property (Agency- or tenant-owned) caused by mowing or other services performed by the Contractor, will be the Contractor's sole responsibility and expense to repair in a timely manner.

Contractor shall take note that the intent of the scope of work is to maintain all sites in a clean, neat and manicured state year round.

The one-year contract term shall begin January 1, 2023, and end on December 31, 2023. This contract is subject to a one (4) year extension if agreed to by all parties to the contract for up to 5 years.

3.0 PROPOSAL FORMAT:

- 3.1 Tabbed Proposal Submittal:** The HA intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the HA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the HA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. 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 HA has published herein or has issued by addendum.

[Table No. 3]

| RFP Section | Tab No. | Description |
|-------------|---------|---|
| 3.1.1 | 1 | Form of Proposal: This Form is attached hereto as Attachment A to this RFP document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal. |
| 3.1.2 | 2 | Form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract: This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal. |
| 3.1.2.1 | 2 | Form HUD-5369-A (11/92), Representations, Certifications, and Statements of Proposers, Public and Indian Housing Programs: This Form is attached hereto as Attachment B-1 to this RFP document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal. |
| 3.1.3 | 3 | Profile of Firm Form: The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal. |
| 3.1.4 | 4 | Proposed Services: As more fully detailed within Section 2.0, 3.0, <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing: The proposed costs must be placed under Tab 4 “Proposed Services” (Last page) |
| 3.1.4.1 | | As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer’s Demonstrated Understanding of the HA’s Requirements. |
| 3.1.4.2 | | As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer’s Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the proposer’s proposed Work Plan to provide the required services. PLEASE NOTE: While proposers may make reference to the proposed hours for each position listed within Section 3.2.1, proposer’s shall NOT, as detailed within Section 3.2 herein, enter anywhere within the tabbed proposal submittal any reference to the proposed fees. |
| 3.1.4.3 | | As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer’s Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.). |
| 3.1.4.4 | | As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer’s Demonstrated Experience in performing similar work and the proposer’s Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation. |
| 3.1.4.5 | | If appropriate, how staff are retained, screened, trained, and |

REQUEST FOR PROPOSALS (RFP) NO. 2022-10-02, Lawn Maintenance Services

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| | | monitored; |
| 3.1.4.6 | | The proposed quality control program; |
| 3.1.4.7 | | 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.); |
| 3.1.4.8 | | A complete description of the products and services the firm provides. |
| 3.1.5 | 5 | Managerial Capacity/Financial Viability: The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm. |
| 3.1.6 | 6 | Client Information: The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: |
| 3.1.6.1 | | The client's name; |
| 3.1.6.2 | | The client's contact name; |
| 3.1.6.3 | | The client's telephone number; |
| 3.1.6.4 | | A brief description and scope of the service(s) and the dates the services were provided; |
| 3.1.7 | 7 | Equal Employment Opportunity: The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses). |
| 3.1.8 | 8 | Subcontractor/Joint Venture Information (Optional Item): 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 proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. |
| 3.1.9 | 9 | Section 3 Business Preference Documentation (Optional Item): For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form. |
| 3.1.10 | 10 | Other Information (Optional Item): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HA in its evaluation. |
| 3.1.11 | | Optional Tabs: If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a |

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| | 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. |
| 3.1.12 | Proposal Submittal Binding Method: It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the HA can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the proposal submittal to its original condition. |

3.2 Entry of Proposed Fees:

3.2.1 The proposed fees shall be submitted by the proposer and received by the HA where provided (**See Contractor Bid Sheet**). Submit, any fees or costs within the 10-tab "hard copy" proposal submittal detailed within **Section 3.2.1 The proposed costs must be placed under Tab 4 "Proposed Services" (Last page)**.

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

3.3 Additional Information Pertaining to the Pricing Items:

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

3.3.2 Pertaining to the Additional Potential Labor: These Pricing Items are for work that the HA may require that is not already specifically identified within the proposed fees.

3.3.2.1 Supervisor: The contractor's assigned skilled staff person who has responsibility to supervise the work at the HA site. This person may, while supervising, also perform work typically assigned to the Technician or the Laborer. It is understood that a Supervisor position will be paid by the HA only if there are 3 or more persons working on the site at the same time; if there is less than 3 persons working at the site at the same time, then the HA will only pay for such staff at the level they are actually working (i.e. Technician and/or Laborer).

- 3.3.1.2 Technician (Trimmer/Repairman):** The contractor's assigned skilled staff person who typically performs the required bush trimming or sprinkler repair work.
- 3.3.1.3 Laborer:** The contractor's assigned staff person who typically performs the unskilled labor services to assist the other described staff.
- 3.3.1.4 Assumption:** It shall be the HA's assumption that the successful proposer has based his/her proposed pricing upon the proposed hourly rates submitted by the proposer (and by submitting a proposal in response to this RFP, the successful proposer automatically agrees that such is accurate). Accordingly, the HA may use such assumption, if necessary, to do any lump-sum proposal breakdown calculations during the term of the ensuing contract.
- 3.3.3 Additional Supplies/Materials:** Each proposer shall enter this item where provided within the proposal if applicable for RFP. For instance, if the proposer wishes to provide such items at cost, he/she shall enter "1.00" within the cost area for this item; if the proposer wishes to provide such materials at 30% over cost, he/she shall enter "1.30" within the cost area for this item; and so forth. Please note that this fee proposal shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site, meaning, all costs shall be F.O.B. the HA site.
- 3.3.4 Price Escalation:** At the discretion of the Executive Director, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar (a) State of Georgia Prevailing Wage Rate, ("most similar," as determine by and at the sole discretion of the Agency). For example, if, at the end of the first contract period the listed rate increase of 5% as compared with the listed index rate on the date of contract execution, then the Contractor will, at the Executive Director's discretion, be entitled to a 5% increase in rates that he/she submitted in response to this RFP. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed rate.
- 3.3.4.1 Notification Must Be Received From the Contractor:** The Contractor must notify the Executive Director, 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 Executive Director.
- 3.3.5 Overtime:** Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The HA shall consider regular-time to be Monday-Thursday (excluding holidays), 7:30am – 5:30pm. Accordingly, the

HA will pay a rate of 1.5 of the listed hourly rates within Pricing Items No. 46-48 (or any increased rate that increased per Section 3.3.4 herein) for any work the HA requires the successful proposer to work specifically during non-regular-time hours (however, the HA shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular-time hours).

3.3.6 Davis-Bacon (D/B) and/or State Prevailing Wage Rates: As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the HA needs the successful proposer to provide services that require the successful proposer to pay Davis-Bacon or State Prevailing Wages Rates for a specific task order pertaining to the ensuing contract, then to compensate the successful proposer for any amount that the applicable Davis-Bacon or State Prevailing Wage Rates are greater than the applicable hourly fees (or any similar hourly fee that is increased as a result of Section 4.3.4 herein), the HA shall:

3.3.6.1 Ascertain the applicable hourly wage rate(s), as listed within the contract, that applies;

3.3.6.2 Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies;

3.3.6.3 Ascertain the difference between the two rates, which amount the HA will pay to the successful proposer for that task order only.

3.3.6.4 Locating Applicable Wage Rates: As the currently known work pertaining to this RFP is maintenance-related rather than construction-related, accordingly, there is not a D/B or State Wage Rate General Decision attached to this RFP. If, as detailed within 24 CFR 85.36(h)(5), the HA is required to pay Davis-Bacon wage rates (for all “construction contracts in excess of \$2,000”), and for similar State requirements, the HA will then issue a General Decision as it applies to that work. To see current Davis-Bacon wages rates may be viewed by following the following listed steps:

[Table No. 4]

| RFP Section | Step No. | Description |
|-------------|----------|--|
| 3.3.6.4.1 | 1 | <p>Enter https://sam.gov/content/wage-determinations</p> <ul style="list-style-type: none"> • Select Domain Wage Determinations • for contracting agencies to incorporate into covered contracts and for contractors to post at the job |

| | | |
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| | | site of covered projects. |
| 3.3.6.4.2 | 2 | Select a State |
| 3.3.6.4.3 | 3 | Enter a County |
| 3.3.6.4.4 | 4 | Construction Type: Enter “Residential” or “Building” |
| 3.3.6.4.5 | 5 | WD’s: Leave “All WDs” |
| 3.3.6.4.6 | 6 | Click on “Search” |
| 3.3.6.4.7 | 7 | View the wage rate applicable to the service(s) |

3.3.7 HUD Maintenance Wage Rates Determination (MWRD): Please see RFP Attachment G-3, attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, 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 proposal, each proposer is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within RFP Attachment G-3, 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.

3.3.8 Prior Agency Approval Required. Please note that the successful proposer 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 proposer for any work conducted without the noted prior written authorization.

3.3.9 No Deposit/No Retainer. The Agency will NOT pay any deposits or retainer fees as a result of award of the ensuing contract (such is not allowed per relevant HUD regulation). This means that the Agency will pay the successful proposer(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 Proposal Submission: All pricing must be entered where provided within the noted proposal and all “hard copy” proposals must be submitted and time-stamped received in the designated HA 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 2 exact copies (each of the 3 separate proposal submittals**

shall have a cover and extending tabs) of the proposal submittal, along with one electronic disc shall be placed unfolded in a sealed package and addressed to:

East Point Housing Authority
Attention: Michael Spann
Executive Director and Contracting Officer
3056 Norman Berry Drive
East Point, GA 30344
RFP #2022-10-02
Hurd Homes

- 3.4.1** 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.
- 3.4.2** **Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the HA decides that any such entry has not changed the intent of the proposal that the HA intended to receive, the HA may accept the proposal and the proposal shall be considered by the HA as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System, registering and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the HA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.
- 3.4.3** **Submission Responsibilities:** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HA, including the RFP document, the documents listed within the following Section 4.7, 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 Director to exclude any of the HA requirements contained within the documents may cause that proposer to not be considered for award.
- 3.5** **Proposer's Responsibilities--Contact With the HA:** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the Executive Director only. Proposers must not make inquiry or communicate with any other HA 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 HA to not consider a proposal submittal received from any proposer who may has not abided by this directive.

3.5.1 Addenda: All questions and requests for information must be addressed in writing to the Executive Director. The Executive Director 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 Executive Director will NOT conduct any *ex parte* (a substantive conversation—“substantive” meaning, when decisions pertaining to the RFP are made—between the HA 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 Executive Director—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 Executive Director may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the Executive Director may more fairly respond to all prospective proposers in writing by addendum.

3.5.2 General Directions to the Pre-proposal Conference:

[Table No. 5]

| RFP Section | Attachment Description |
|-------------|--|
| 3.7.1.1 | PRE-PROPOSAL CONFERENCE 3056 Norman Berry Drive East Point, GA 30344 |
| | |

3.6 Pre-proposal Conference: The scheduled pre-proposal conference identified on Page 4 of this document is, pursuant to HUD regulation, not mandatory. Many prospective proposers have previously responded to an RFP with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference the HA will conduct an overview of the RFP documents, including the attachments. Prospective proposers 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 RFP documents, attendees should bring a copy of the RFP documents to this conference; however, the HA **will not** distribute at this conference any copies of the RFP documents.

3.7 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:

[Table No. 6]

| RFP Section | Attachment | Attachment Description |
|-------------|------------|--|
| 3.7.1 | A | Form of Proposal |
| 3.7.2 | B | Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i> |
| 3.7.2.1 | B-1 | *Form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Proposers, Public and Indian Housing Programs</i> |
| 3.7.3 | C | Profile of Firm Form |
| 3.7.4 | D | Section 3 Forms, including explanation |
| 3.7.5 | E | Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i> |
| 3.7.5.1 | E-1 | *Form HUD-5369 (10/2002), <i>Instructions to Proposers for Contracts, Public and Indian Housing Programs</i> |
| 3.7.6 | F | HA <i>Instructions To Proposers & Contractors</i> |
| 3.7.7 | G | HA Sample Contract Form (please note that this contract is being given as a sample only--the HA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HA feels it is in its best interests to do so) |
| 3.7.7.1 | G-1 | Form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i> |
| 3.7.7.2 | G-2 | Form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i> |
| 3.7.7.3 | G-3 | *Form HUD-5370 (11/2006), <i>General Conditions for Construction Contracts, Public and Indian Housing Programs</i> |
| 3.7.8 | H | Sample <i>Task Order Form</i> |
| 3.7.9 | I | HA <i>Profile of Properties</i> |
| 3.7.10 | | *These forms have been included specifically for any work that may be deemed to be construction-related. Be aware that if the HA does retain the successful proposer to do construction-related work at any time during the ensuing contract period(s), there will be additional HUD-required forms to complete pertaining to such; and by submitting a proposal the successful proposer hereby agrees to complete and submit those forms as required. Also, in the case of any discrepancy of any terms and conditions listed within these forms and any other forms herein, the HA reserves the right to determine which such term or condition shall apply. By submitting a proposal in response to this RFP, the proposer thereby agrees to abide by these requirements. |

4.0 PROPOSAL EVALUATION:

4.1 Evaluation Factors: The following factors will be utilized by the HA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

[Table No. 7]

| NO. | MAX POINT VALUE | FACTOR TYPE | FACTOR DESCRIPTION |
|-----|-----------------|------------------------|--|
| 1 | 50 points | Objective | The PROPOSED COSTS the proposer proposes to charge the HA to provide the required work. |
| 2 | 10 points | Subjective (Technical) | The proposer's DEMONSTRATED UNDERSTANDING of the REQUIREMENT ; |
| 3 | 10 points | Subjective (Technical) | The APPROPRIATENESS of the TECHNICAL APPROACH (including labor categories, estimated hours and skill mix) and the QUALITY of the WORK PLAN . |
| 4 | 10 points | Subjective (Technical) | The proposer's TECHNICAL CAPABILITIES (in terms of personnel, equipment and materials) and the MANAGEMENT PLAN (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.). |
| 5 | 10 points | Subjective (Technical) | The proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means. |
| 6 | 10 points | Subjective (Technical) | The OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators. |
| | 100 points | 100 points | Total Points (other than preference points) |

4.1.1 Preference Evaluation Factor: The following factors will be utilized by the CO to evaluate each proposal submittal received:

[Table No. 7a]

| NO. | MAX POINT VALUE | FACTOR TYPE | FACTOR DESCRIPTION |
|-----|-----------------|-------------|--|
| 7 | | Objective | SECTION 3 BUSINESS PREFERENCE PARTICIPATION: A firm may qualify for Section 3 status as detailed within Attachment D (NOTE: A max of 5 points awarded). |
| 7a | 15 points | | Priority I: As detailed on page 5 of Attachment D. |
| 7b | 12 points | | Priority II: As detailed on page 5 of Attachment D. |
| 7c | 9 points | | Priority III: As detailed on page 5 of Attachment D. |
| 7d | 6 points | | Priority IV: As detailed on page 5 of Attachment D. |
| 7e | 3 points | | Priority V/VI: As detailed on page 5 of Attachment D. |
| | 15 points | | Maximum Preference Points (Additional) |
| | 115 points | | Total Possible Points |

4.2 Evaluation Method:

- 4.2.1 Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The HA reserves the right to reject any proposals deemed by the HA not minimally responsive (the HA will notify such firms in writing of any such rejection).
- 4.2.2 Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents:
- 4.2.2.1** Instructions to Evaluators;
 - 4.2.2.2** Proposal Tabulation Form;
 - 4.2.2.3** Written Narrative Justification Form for each proposer;
 - 4.2.2.4** Recap of each proposer’s responsiveness;
 - 4.2.2.5** Copy of all pertinent RFP documents.
- 4.2.3 Evaluation Committee:** The HA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 4.5 of this document, the designated Executive Director is the only person at the HA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 Evaluation:** The Executive Director will evaluate and award points pertaining to Evaluation Factors No. 1 and 7 (the “Objective” Factors). The appointed evaluation committee, independent of the Executive Director or any other person at the HA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, 4, 5 and 6 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Executive Director.
- 4.2.5 Potential "Competitive Range" or "Best and Finals" Negotiations:** The HA 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 HA in a timely manner as possible, but in any case within no longer than 10 days after the

beginning of such negotiations with the firms deemed to be in the competitive range.

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

4.2.6.1 Ties: In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

4.2.6.2 Minimum Evaluation Results: To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 4.1 herein).

4.2.7 Notice of Results of Evaluation: If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

4.2.7.1 Which proposer received the award;

4.2.7.2 Where each proposer placed in the process as a result of the evaluation of the proposals received;

4.2.7.3 The cost or financial offers received from each proposer;

4.2.7.4 Each proposer's right to a debriefing and to protest.

4.2.8 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the HA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HA evaluation committee.

5.0 CONTRACT AWARD:

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

- 5.1.1** By completing, executing and submitting the Form of Proposal, Attachment A, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA.” including the contract clauses already attached as Attachments G, G-1, G-2, and G-3. Accordingly, the HA 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 HA pursuant to this RFP:
- 5.2.1 Contract Form:** The HA will not execute a contract on the successful proposer's form--contracts will only be executed on the HA form (please see Sample Contract, Attachments G, G-1, G-2, and G-3), and by submitting a proposal the successful proposer agrees to do so (please note that the HA reserves the right to amend this form as the HA deems necessary). However, the HA will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the HA to do so; but the failure of the HA to include such clauses does not give the successful proposer the right to refuse to execute the HA's contract form. It is the responsibility of each prospective proposer to notify the HA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the HA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.
- 5.2.1.1 Mandatory HUD Forms.** Please note that the HA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.
- 5.2.2 Assignment of Personnel:** The HA shall retain the right to demand and receive a change in personnel assigned to the work if the HA believes that such change is in the best interest of the HA and the completion of the contracted work.
- 5.2.3 Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the HA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO.
- 5.3 Contract Period:** The HA anticipates that it will initially award a contract for the period of 1 year with the option, at the HA's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.

- 5.4 Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount. (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
 - 5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA 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;
 - 5.4.3 Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
 - 5.4.4 City/County/State Business License.** If applicable, a copy of the proposer's license issued by the State of GA licensing authority allowing the proposer to provide the services detailed herein.
 - 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 proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).
- 5.5 Right To Negotiate Final Fees:** The HA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the HA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HA has chosen a top-rated proposer. If such negotiations are not, in the opinion of the Executive Director successfully concluded within 5 business days, the HA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The HA shall also retain the right to negotiate with and make an award to more than one proposer.
- 5.6 Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

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

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Contractors Bid Sheet

Lawn Maintenance 2023

Hurd Homes

| Section | Cost/Operation | Time/Year | Total Cost |
|--------------------|-----------------------|------------------|-------------------|
| Mowing | _____ | 12 | _____ |
| Trimming | _____ | 12 | _____ |
| Mulching | _____ | 12 | _____ |
| Edging | _____ | 12 | _____ |
| Clean-ups: | _____ | 12 | _____ |
| Weed Control | _____ | 12 | _____ |
| Total Cost: | | | \$ _____ |

| Clean-Ups: | | | |
|--------------------|-------|--|-----------------|
| Spring | _____ | | _____ |
| Fall | _____ | | _____ |
| Total Cost: | | | \$ _____ |

Contractors Bid Sheet
Lawn Maintenance 2024
Hurd Homes

| Section | Cost/Operation | Time/Year | Total Cost |
|--------------------|----------------|-----------|------------|
| Mowing | _____ | 12 | _____ |
| Trimming | _____ | 12 | _____ |
| Mulching | _____ | 12 | _____ |
| Edging | _____ | 12 | _____ |
| Clean-ups: | _____ | 12 | _____ |
| Weed Control | _____ | 12 | _____ |
| Total Cost: | | | \$ |

| Clean-Ups: | | | |
|--------------------|-------|--|-----------|
| Spring | _____ | | _____ |
| Fall | _____ | | _____ |
| Total Cost: | | | \$ |