

REQUEST FOR PROPOSALS

DESIGN-BUILD SERVICES



3700 INDUSTRIAL PARKWAY
BIRMINGHAM, ALBAMA 35217

Submission Date: Thursday June 9, 2022

Request for Proposals for Design-Build Services for the Jefferson County Housing Authority

A. Background

The Jefferson County Housing Authority (hereinafter, "JCHA") was incorporated in 1941 in order to provide safe and sanitary housing for qualified low-income persons residing in the Jefferson County, Alabama area. JCHA is a public corporation duly organized and validly existing under the provision of the Code of Alabama 1975, Title 24, CH1, Article 3, governed by a five-member Board of Commissioners, each appointed to their position by a member of the Jefferson County, Alabama Board of Commissioners.

The Jefferson County Housing Authority (JCHA) is a public housing provider in Jefferson County, Alabama, and home to low- and moderate-income residents including seniors, families, singles, and people with special needs. JCHA residents come from diverse backgrounds. This diversity includes age, education, language, sexual orientation, mental and physical disability, religion, ethnicity, and race.

JCHA's housing portfolio includes a variety of types of units including townhomes, single story apartments, and duplexes located throughout Jefferson County. JCHA also manages units for the Jefferson County Housing & Development Corporation. This request for proposals is for work to be completed at the JCHA Main Administration Building located at 3700 Industrial Parkway, Birmingham, Alabama 35217.

B. Request

JCHA is seeking sealed proposals from qualified Firm/Contractors with demonstrated professional competence, experience, and licensing to provide Design-Build services for windows at its JCHA main administration building.

The Proposals shall consist of Qualifications, Experience, Financial Proposal and staffing plan.

The successful Design-Builder will be determined from the evaluation process and criteria as defined in Part G. of this document. However, the JCHA reserves the right to interview all or some of the proposal respondents if it so chooses. Furthermore, the JCHA reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities.

C. Scope of Services and Specifications

JCHA is seeking proposals from qualified Firm/Contractors with demonstrated professional competence, experience, and licensing to provide the requested services to the JCHA Main Administration Building. Details follow.

1. **General** – The project will consist of Design-Build Construction Services for a **Window Systems Replacement** at the JCHA Main Administration Building.

The Work shall include, but is NOT limited to the following:

- Survey of the Existing Conditions of the Window Systems to be Replaced

- Development of a Master Project Schedule
 - Schedule shall incorporate Activities of the Architectural/ Engineering Design Team and the Contractor
 - Submission of Potential Cost Estimates
 - Architectural/ Engineering Design of the New Window System
 - Design shall include provision of Drawings, Specifications and/or Addenda per Applicable Code(s)
 - Removal Existing Window System
 - Proper Repairs of any and all existing wall system substrates or openings of the applicable Window System (i.e., Building Veneers, Sheathing, Flashing, and/or Framing)
 - Installation of the New Window System
 - Construction Administration of the entirety of the project according to the Master Project Schedule
 - Provision of Construction Warranty of the work
 - Provision of As-Built Drawings and other Applicable Close-Out Documents
2. **Time of Performance** – The Architect/Engineer Design Team will be expected to complete the Contract Documents the work within 90 days, unless otherwise agreed upon with the Owner. The contractor must complete applicable work as designed and specified within the agreed upon time parameters and Master Project Schedule after the completion of the Contract Documents.
3. **Liquidated Damages** – If the project work is not completed within an acceptable time manner within the above prescribed period, then liquidated damages shall accrue at the daily rate of \$500.00 per day and shall continue to accrue until the project is deemed substantially complete by the owner.
4. **Assignment or Subletting of Contract** – The contractor shall not assign the contract or sublet in whole or in part without prior knowledge and approval of the owner. Violation of these specifications shall be sufficient cause for immediate cancellation of the contract by JCHA, who may thereupon employ the necessary labor to perform the work or re-advise or re-let the work, at the Firm/Contractor's expense.
5. **Scheduling and Security** – Contractors are expected to complete the work while the building is occupied and maintaining regular business operations. When working on days in which the building is closed, the contractor must ensure that the building is properly secured, including locking doors and windows, during and after work is completed.
6. **Cancellation of Contract** – If the Firm/Contractor fails to comply with these specifications JCHA shall reserve the right to cancel the award and resulting agreement and secure satisfactory service from another source. Either party may terminate the award and resulting agreement, in whole or in part, with or without cause, by giving the other party 30 days written notice.

D. Pre-Proposal Meeting, Proposal Submission Time and Place

There will be a Pre-Proposal meeting on Wednesday, June 1, 2022, at 2:00 p.m. in the Board Room of the Administrative office, located at 3700 Industrial Parkway, Birmingham, AL 35217. The purpose is to go over the Scope of Work and Proposal Form and answer questions. Attendance at the pre-proposal meeting is not required for consideration and submission of proposals.

One (1) signed original proposal must be submitted to **Jefferson County Housing Authority, 3700 Industrial Parkway, Birmingham, AL 35217** and be received no later than **10:00 A.M.** (Central Time) on **Thursday, June 9, 2022**. The signed proposal can be physically dropped off at the above-mentioned address or sent via USPS. Additionally, the signed proposal can be emailed to dwilliams@jcha.com with the subject marked **RFP for Design-Build Services**. Facsimile transmissions WILL NOT be accepted.

JCHA reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities.

E. Minimum Eligibility Requirements

- Experienced in providing Design-Build Services for Commercial Office space
- Licensed as required by the jurisdiction and State of Alabama, as needed
- Worker's Compensation Insurance, in accordance with Alabama Law
- General Liability Insurance (\$1,000,000)
- Automobile Liability with limits of not less than \$500,000

F. Insurance Requirements

Proof of insurance must be provided within 72 hours of contract award. A certificate of insurance must be provided stating the limits, effective and expiration dates of coverage, and must include an endorsement adding JCHA as an additional named insured.

- Comprehensive General Liability - \$1,000,000.00 combined single limit with coverage to include Premises/Operations Liability, Errors and Omissions Liability, and Personal Injury Liability
- Workers Compensation, as required by applicable law
- Automobile Liability - \$500,000.00

G. Evaluation Process and Criteria

All proposals will be evaluated based on the criteria outlined below. The Evaluation Committee will review proposals according to the evaluation factors and points to determine which proposals meet the specifications and will score those that meet the specifications. The committee will discuss the proposals and decide which proposal, will be recommended for approval.

Evaluation Criteria

1. Experience of the Firm/Contractor in providing Design-Build Services in Commercial Office Space and completing work of similar caliber, size and scope: **35 points**
2. Firm/Contractor's capacity to handle this project in a timely manner: **20 points**
3. Cost of Services:
 - a. The cost will not be the sole determinant for award of contract
 - b. Proposal Cost shall be structured as percentage of unburdened construction cost, including:
 - i. Architectural/ Engineering Design Services
 - ii. Construction/ Project Management Labor
 - iii. Bonds, Insurance & Fees
 - iv. Overhead & Profit
 - v. All miscellaneous Costs**25 points**
4. Firm/Contractor's References: **10 points**
5. Section 3 Business Concern: **10 points**
- Total: 100 points**

H. Awards

- JCHA reserves the right to cancel this RFP or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interests of JCHA.
- JCHA reserves the right to waive any minor informalities in any proposals received if it is in the public interest to do so, and to make multiple awards if in the best interest of JCHA.
- JCHA 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).
- JCHA reserves the right to make award to multiple proposers, if it is deemed to be in the best interest of the JCHA and the overall completion of the project.
- In the event of default by the successful Firm/Contractor, JCHA may procure the services specified from other sources. The defaulting contractor shall agree to reimburse JCHA for any additional costs incurred as a result of such default as a condition of award of the Contract.

- This will be a Section 3 covered contract and the Section 3 Clause will be included in the contract executed for this service. Thus, the Firm/Contractor must agree to ensure that employment and other economic opportunities resulting from this contract, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

I. Required Documents

The following documents must be submitted with your proposal. Insurance certificates and licenses will be required when contract is signed.

- Contractor Information Form
- Affidavit
- HUD Form 5369-C Certifications & Representations of Offerors on Non-Construction Contract

Appendix A

Firm/Contractor Information Form

Affidavit

**HUD Form 5369-C Certifications & Representations of
Offerors on Non-Construction Contract**

**Firm/Contractor Information Form
Jefferson County Housing Authority
Design-Build Services Proposal**

Please submit the following information to be used in the evaluation of your proposal for Design-Build Services

I. Firm/ Contractor Information:

Section 3 Contractor: YES or NO

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER : _____

EMAIL ADDRESS: _____

REPRESENTATIVE: _____

II. Experience with Projects of Similar Size & Scope:

III. Individuals to be Assigned to This Contract & Qualifications

IV. References: List three references, contact names, Company addresses, telephone number & email addresses, for whom comparable work has been performed

1.

2.

3.

AFFIDAVIT

Non-Collusion

This proposal is genuine and not a collusive or sham proposal; neither the proposer/bidder nor any of its agents, representatives, employees has in any way colluded, conspired, connived or agreed, directly, with any other proposer/bidder, firm, or person, to submit a collusive or sham proposal or to refrain from bidding, or has in any manner, directly or indirectly, sought, by unlawful agreement or connivance with any other proposer/bidder, firm or person to fix the bid price in that proposal, or to fix overhead, profit or cost element of said price, or that of any personal interest in the proposed contract; and that all statements in said proposal or bid are true.

AND

Debarred, suspended

The proposer/bidder hereby certifies that neither the firm nor the proposer/bidder have been debarred, suspended, or otherwise prohibited from professional practice by any Federal state, or local agency.

AND

Conflict of Interest

The proposer/bidder represents that no person who currently exercises any function or responsibility in connection with the Housing Authority has any direct or indirect personal financial interest in the proposed contract.

AND

E-Verify

I hereby attest that this business does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, I attest that this business is enrolled in the E-Verify program, and it is used in the hiring process to assure that candidates may be legally employed in the United States.

AND

Non-Discrimination Policy

This business does not discriminate in their hiring practices on the basis of race, color, creed, sex, handicap, or national origin.

AND**Acknowledgment**

I hereby acknowledge that I have received HUD Form 5369-C and have read and understand this documents.

Company: _____

Signature and Title: _____

Date: _____

State of Alabama, _____ County

On this _____ day of _____, 2022, before me, the undersigned notary public, _____ personally appeared and is known to be to be the person whose name is subscribed to this instrument, and it is acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

COMMISSION EXPIRES

Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title: