



**DECATUR
HOUSING**

REQUEST FOR QUALIFICATIONS (RFQ)

NO. GA-011-2025-03

Architectural & Engineering Services

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1.0 INTRODUCTION

Decatur Housing was established in 1938 under the laws of the State of Georgia, and is a quasi-governmental agency, separate and distinct from the general city or county government.

The primary role of Decatur Housing is developing and managing quality affordable housing for low to moderate income families. Over the years, Decatur Housing has expanded its focus to include the revitalization of the Decatur community through the renewal and redevelopment of substandard housing, as well as improving facilities in the downtown area. Decatur Housing operates several programs to assist low to moderate income families with quality affordable housing alternatives.

- **Section 8 Project Based Rental Assistance (PBRA) Housing** – Families pay 30% of adjusted income towards rents and utilities in DHA's 400 apartments located in the City of Decatur.
- **Section 8 Housing Choice Vouchers (HCV)** – Families pay 30% of adjusted income for rent and utilities in private rental housing located in the metro area. Section 8 HCV – 828 units and 280 portables.
- **Workforce Housing** – Decatur Housing and its related non-profit, develops, owns, and operates Owned Workforce Housing – 81 units.
- **Low Income Housing Tax Credit (LIHTC) Housing** – Decatur Housing has developed several LIHTC units as all the 400 PBRA units above are LIHTC units. In addition, Decatur Housing has 37 more LIHTC units that are not assisted under PBRA. Families pay a reduced rental level that is based on 50% or 60% of Area Median Income.
- **Homeownership** – Decatur Housing has developed and rehabilitated numerous homeownership and condominium units since 2000. Ownership – 146 units.

Decatur Housing has a professional management and maintenance team and administers an annual budget in excess of \$16 million, which includes capital outlays for comprehensive improvement. Funding sources include the U.S. Department of Housing and Urban Development (HUD), retail income, and limited other income. As one of the largest providers of affordable housing in Decatur, Decatur Housing has extensive experience in the management and development of residential rental property.

In keeping with its mandate to provide efficient and effective services, Decatur Housing is now soliciting proposals from qualified, licensed, and insured firms to provide a multitude of Architectural and Engineering Services.



2.0 RFQ INFORMATION AT A GLANCE

CONTACT PERSON NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Ms. Karen Atchley	Karen Atchley Decatur Housing 511 W. Trinity Pl. Decatur, GA 30030
HOW TO OBTAIN THE RFQ DOCUMENTS	Access Decatur Housing’s website at: https://www.decaturchousing.org/procurement 1. Click on the applicable RFQ 2. Follow the listed directions 3. Be sure to download all applicable forms and documents If you have any problems accessing the documents, please contact Karen Atchley at procurement@decaturcha.org or (404) 270-2108.
DEADLINE TO SUBMIT QUESTIONS	Monday, October 20th, 2025
HOW TO FULLY RESPOND TO THIS RFQ BY SUBMITTING A PROPOSAL	1. Email all proposals to procurement@decaturcha.org . (NOTE: Hard copies will not be accepted). Subject line to read: <u>“A & E SERVICES – GA-011-2025-02.”</u> 2. Files must include any forms that are to be executed/notarized 3. If the file exceeds 10mb please provide a zip file or a link to a file sharing location (i.e., Dropbox)
PROPOSAL SUBMITTAL RETURN & DEADLINE	Proposals are due by <u>3:00 p.m. on Thursday, October 23rd, 2025</u> , via email to procurement@decaturcha.org
EVALUATION PROCESS AND POTENTIAL INTERVIEWS	Monday, October 27th, 2025, thru Friday, October 31st, 2025
PROPOSAL AWARD	Thursday, November 13th, 2025



3.0 DECATUR HOUSING RESERVE THE RIGHTS TO:

3.1 Reject Waive or Terminate the RFQ

Reject any and or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by Decatur Housing to be in its best interest.

3.2 Not Award

Not award a contract pursuant to the RFQ.

3.3 Terminate

Terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 days' written notice to the successful proposer(s).

3.4 Determine Time and Location

Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in the RFQ.

3.5 Retain Proposals

Retain all proposals submitted and do not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Contract Officer.

3.6 Negotiate

Negotiate a fee structure with the selected firm.

3.7 Reject Any Proposal

Reject and do not consider any proposal that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

3.8 Obligation to Compensate

Decatur Housing has no obligation to compensate any proposer for any costs incurred responding to this RFQ.

3.9 Prohibit

At any time during the RFQ 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. By downloading an electronic RFQ, each prospective proposer thereby agrees to abide by all terms and conditions listed within this document and further agrees they will inform the CO in five business days of the discovery of any item listed herein that they feel needs to be addressed. Failure to abide by this timeframe shall relieve DH, but not the prospective proposer, of any responsibility pertaining to such issue.



4.0 TECHNICAL SPECIFICATIONS

Decatur Housing is seeking qualifications from licensed and insured firms with demonstrated expertise in architecture, engineering, and related disciplines. The intent of this RFQ is to establish a pool of qualified firms that Decatur Housing may engage, **at its sole discretion**, for various projects depending on the type, size, and complexity of the work.

4.1 Multiple Awards

Decatur Housing may select one or more firms under this RFQ. Awards will be given based on demonstrated qualifications and the best interest of Decatur Housing. Firms may be engaged on an as-needed basis throughout the contract period.

4.2 General Services

Decatur Housing intends to award contracts to firms depending on type, complexity, and general project needs and requirements. Selected firms will be expected to provide full-service architectural and engineering support for both new construction and rehabilitation projects, as directed by Decatur Housing. Services may include, but are not limited to:

- Master Planning and Site Planning
- Building Design and Interior Design
- Structural, Mechanical, Electrical, Plumbing, and Civil Engineering
- Landscape Architecture
- Sustainable/Green Building Design
- Cost Estimation and Schedule Planning
- Construction Contract Preparation and Administration

4.3 General Phases of Work

- Schematic Design/Preliminary Study
- Design Development
- Bidding and Contract Documentation
- Bidding and Award
- Construction Administration
- Post Completion/Warranty

4.4 Design Product

All design products shall comply with all applicable state and local building code requirements UD regulations, including Section 504 program: UFAS, ADA, ANSI, and other relevant standards. Work may also include coordination for the abatement of hazardous materials, and demolition, as necessary.



4.5 Project Team Capabilities

Firms should demonstrate access to the following expertise, either in-house or through consultants:

- Licensed Architects – for all disciplines required for new construction and rehabilitation.
- Engineers – Structural, Civil, MEP, and other required specialties
- Interior Designers – Space planning, finishes, furnishings, and functional layouts
- Master Planning Specialists – Long-range development and community planning
- Green Building Consultants – DCA-approved professionals for LEED, EarthCraft, or Enterprise Green compliance.
- Accessibility Consultants – DCA-qualified consultants to ensure compliance with ADA, Section 504, Fair Housing, QAP, and other accessibility requirements.

4.6 General Scope of Services

The scope of A & E Services for the projects that Decatur Housing engages will generally follow these three (3) distinct stages: 1) Conceptual Design; 2) Project Design and Bidding; 3) Construction Administration. The requirements for each stage are as follows:

4.6.1 Conceptual Design Stage

- Manage the required physical property inspections
- Master planning and feasibility studies
- Conduct collaborative studies to develop conceptual building and site designs
- Recommendations for LIHTC applications or other funding proposals



4.6.2 Project Design Stage

The Project Design Stage will follow the Conceptual Design Stage upon Decatur Housing's written authorization for the beginning of this stage. The firm shall provide services that will include, but not limited to, the following:

- **Building Design** – Develop drawings, and other construction documents including structural, civil, mechanical, electrical, plumbing, security, acoustical, interior, lighting, data/telecommunications, graphics, and related items for the development of the property and design of the building.
- **Code Analysis** – Conduct and/or participate in building, planning, and access analyses and reviews for the facilities.
- **Sustainable Design** – Develop, analyze, and implement programs for sustainable site and building design in compliance with LEED, EarthCraft, or Enterprise Green requirements, as necessary.
- **Cost Analysis and Schedule Planning** – Provide and/or participate in all aspects of project cost estimating, life cycle costing, value engineering, critical path, and special scheduling.
- **Site Planning and Landscape Architecture** – Provide all services required to design, specify, and coordinate site design, including grading, utilities, parking lots, roads, driveways, hardscape, landscape, lighting, and irrigation.
- **Construction Contract** – Prepare and assist in administering the bidding and award of the Construction Contract. Prepare the Construction Contract in the format required by the Construction Lender, likely the AIA format as typically required by construction lenders.

4.7 Construction Administration Stage

The third and final phase will include construction administration services, including but not limited to the following:

- Field observations, inspections, and testing
- Submittal review and contractor coordination
- Change order negotiation and cost control
- Green Building documentation
- Punch list and warranty review
- Record drawings and project closeout



5.0 PROPOSAL SUBMITTAL

5.1 Bid Submission Format

So that Decatur Housing can properly evaluate the bids received, all proposals submitted in response to this RFQ must be formatted in accordance with the sequence noted below.

5.1.1 SECTION 1 – Form of Proposal – “Attachment A”

This one-page form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

5.1.2 SECTION 2 – Profile of Firm – “Attachment B”

This two-page form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.

5.1.3 SECTION 3 – Statement of Qualifications

Briefly state the qualifications of the firm. Decatur Housing requests that the description be as short as possible. Identify the individual(s) who will manage (individually or collectively, the Manager) this project on a day-to-day basis.

5.1.4 SECTION 4 – Managerial Capacity/Financial Viability

The Proposer must submit in this section a concise description of the following:

- Managerial and Financial capacity to deliver the proposed services.
- Description of the background and current organization of the firm.
- Firm’s history and experience with multi-family rehabilitation projects.



5.1.5 SECTION 5 – Client Information / References

The proposer shall submit a listing of former or current clients, including those from an Affordable Housing Agency, for whom the proposer has performed similar service to those being proposed herein. This listing shall, at a minimum, include:

- The Client's Name
- The Client's Contact Name
- The Client's email address
- The Client's telephone number
- Description of Provided Services
- Date of Provided Services
- Size, Cost and Principal Elements

5.1.6 SECTION 6 – Form of Non-Collusive Affidavit – “Attachment C”

This form must be completed in full, executed, and submitted under this section as part of the proposal submittal.

5.2 Fees

No fees shall be discussed or proposed, either verbally or in writing, during the RFQ competitive solicitation process. Decatur Housing will negotiate such fees with the top-rated proposer. As may be detailed herein, if Decatur Housing makes award to one firm only, in such case Decatur Housing does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFQ but will reserve the right to award any amount of work on an as-needed basis.



5.2.1 Potential Guaranteed Contract Minimum Amount and Not-to-Exceed Maximum Amount

If Decatur Housing determines, at any time during the ensuing contract period, to make awards to more than one firm, the resulting agreement shall be established as an Indefinite Quantities Contract (IQC). In accordance with HUD regulations, Decatur Housing is required to provide each responsive and responsible contractor receiving an award with both a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-Exceed Maximum Contract Amount (NMCA). These required levels are as follows:

- **GCMA:** **\$5,000**
- **NMCA:** **\$500,000**

5.3 Submission of Proposal

All proposals must be submitted electronically by the deadline outlined in Section 2.0 – RFQ Information at a Glance.

NOTE: Proposals received after the deadline will not be accepted.

5.4 Submission Conditions

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 Decatur Housing by the proposer, such may invalidate the proposal.

By downloading these documents, each prospective proposer that does so thereby agreeing to confirm all notices that DHA 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 RFQ.



5.5 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 Decatur Housing, including the RFQ document, the documents listed in this RFQ, any addenda, and required attachments submitted by the proposer.

By completing, signing, and submitting the required documents, the proposer affirms their agreement to comply with all conditions and requirements set forth therein. Any attempt by a proposer to exclude or alter Decatur Housing's requirements – without prior written authorization from the Contracting Officer – may result in the proposal being deemed non-response and not considered for award.

5.6 Contact with Decatur Housing

It is the responsibility of the proposer to address all communication and correspondence pertaining to the RFQ process to the designated Contracting Officer, Karen Atchley. Proposers must not make inquiry or communicate with any other Decatur Housing staff member or official (including members of the Decatur Housing Board of Commissioners) pertaining to this RFQ. Failure to abide by these requirements may be cause for Decatur Housing not to consider a proposal submitted by any proposer who has not abided by this directive.



6.0 PROPOSAL SUBMITTAL EVALUATIONS

6.1 Evaluation Factors

The following factors will be utilized by Decatur Housing 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:

FACTOR NO.	FACTOR MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	15 points	Subjective (Technical)	ABILITY TO PERFORM THE WORK – Evidence of the proposer’s ability to perform the work as indicated by profiles of the principals’ and staff’s professional and technical competence and experience.
2	25 points	Subjective (Technical)	CAPABILITY TO PROVIDE PROFESSIONAL SERVICES in a timely manner. Demonstrated record that the prospective Architectural Firm has delivered high quality architectural consulting services and contract documents to its owner/developer clients and has in place an effective continuous quality improvement process.
3	25 points	Subjective (Technical)	PAST PERFORMANCE – Evidence of the proposer’s past performance in terms of cost control, quality of work, and compliance with performance schedules, and utilization of green design and technologies. Demonstrated experience of the prospective architectural team working with clients, especially Affordable Housing agencies.
4	30 points	Subjective (Technical)	DEMONSTRATED KNOWLEDGE – Evidence of the Proposer’s knowledge of local, state, and federal building codes. Demonstrated ability of the prospective architectural team working on new construction within strict cost budgets.
5	5 points	Subjective (Technical)	OVERALL QUALITY AND PROFESSIONAL APPEARANCE – Presentation of proposal submitted as determined by the evaluation committee
100 points		<< Total Points Possible	



6.2 Evaluation Method

6.2.1 Initial Evaluation for Responsiveness

Each proposal received will first be evaluated for responsiveness (i.e., meets minimum of the requirements). Decatur Housing reserves the right to reject any proposals deemed not minimally responsive. The proposer will be notified in writing.

6.2.2 Evaluation Packet

An evaluation packet will be prepared for each evaluator, typically including but not required the following documents:

- Instructions to Evaluators
- Proposal Tabulation Form
- Written Narrative from each Proposer
- Recap of each Proposer's responsiveness
- Copy of all pertinent RFQ documents

6.2.3 Evaluation Committee

Decatur Housing anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFQ.

PLEASE NOTE: no proposer shall be informed at any time during or after the RFQ process as to the identity of any evaluation committee members. If, by chance, a proposer does become aware of the identify of such person(s), they **SHALL NOT** make any attempt to contact or discuss with such person anything related to this RFQ. The designated Contract Officer is the only person at Decatur Housing that proposers shall contact pertaining to this RFQ. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

6.2.4 Evaluation

It is anticipated that the Contracting Officer will evaluate and award points pertaining to Evaluation No. 5 (the "Objective" factor); and that the appointed evaluation committee independent of the Contracting Officer or any other person at Decatur Housing, will evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors 1-4 (the "Subjective" factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Contracting Officer.



6.2.5 Potential “Best and Finals” Negotiation

Per the Decatur Housing Procurement Policy, Decatur Housing reserves the right to 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 Contracting Officer in as timely a manner as possible, but in no case within longer than five (5) business days after the beginning of such negotiations with the firms deemed in the competitive range.

6.2.6 Determination of Top-Ranked Proposer

The “Subjective” points awarded by the evaluation committee shall be combined with the “Objective” points awarded by the Contracting Officer to determine the final rankings, which shall be forwarded by the Contracting Officer to the CEO/Executive Director for approval. If the evaluation was performed to the satisfaction of the CEO/Executive Director, the final rankings may be forwarded to the DHA’s Board of Commissioners at a scheduled meeting for approval, if required. Contract negotiations may, at Decatur Housing’s option, be conducted prior to or after the Board of Commissioners approval.

- *Minimum Evaluation Results* – To be considered to receive an award a proposer must receive a total calculated average of 70 points of the 100 total possible points.
- *Ties* – In the case of a tie in points awarded, the award shall be decided by drawing lots or other random means of selection as highlighted in *Section 6.12.C* of the *HUD Procurement Handbook 7460.8 REV 2*.

6.2.7 Notice of Evaluation Results

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

- 1) Which proposer received the award
- 2) Where each proposer placed in the process as a result of the evaluation of the proposals received
- 3) Information for a proposer to request a debriefing and/or protest



6.2.8 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 Decatur Housing Evaluation Committee.

Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Decatur Housing Evaluation Committee

7.0 SELECTION AND QUALIFICATION**7.1 Qualification Procedure**

The purpose of this RFQ is to identify and qualify firms to provide professional services to Decatur Housing (DH) as future projects, tasks, or assignments arise. Selection under this RFQ signifies that DH has determined a firm to be responsive, responsible, and capable of meeting its professional service needs. Selection does not constitute a contract award.

Qualified firms may, at the discretion of the CEO/Executive Director, be invited to participate in future procurement actions, including task order requests or other competitive solicitations.

7.2 Conditions of Qualification

The following provisions are mandatory conditions for any firm seeking qualification under this RFQ.

7.2.1 Agreement to Abide

By completing, executing, and submitting the "Form of Proposal – Attachment A," the proposer affirms their agreement to abide by all requirements of this RFQ. DH has no obligation to negotiate terms or conditions already set forth in this RFQ after submission.

7.2.2 Personnel Qualifications

DH reserves the right to review and approve the personnel identified by the proposer and may require changes in staffing assignments if determined to be in the best interest of DH.

7.2.3 Sub-Consulting Restrictions

Proposers may not assign or delegate responsibilities for services under any subsequent engagement without the prior written consent of the CEO/Executive Director or their designee. Unauthorized subcontracting or delegation may disqualify the firm from future consideration.



7.3 Period of Qualification

Firms determined to be qualified under this RFQ shall remain in DH's pool of pre-qualified providers for a period of up to five years, unless otherwise determined by DH. DH may, at its discretion, re-open the qualification process or issue new RFQs at any time.

7.4 Insurance and Licensing Requirements

Prior to the execution of any future contract for services, firms selected from the qualified pool must provide proof of the following, as applicable:

7.4.1 Workers' Compensation Insurance

Current coverage is required by law.

7.4.2 General Liability Insurance

Minimum \$1,000,000 per occurrence, \$1,000,000 aggregate.

7.4.3 Professional Liability Insurance

Minimum \$1,000,000 coverage for errors and omissions.

7.4.4 Automobile Insurance

Minimum \$1,000,000 coverage

7.4.5 Licensure

State of Georgia licenses or certifications as required for the services proposed.

NOTE: Firms should not submit insurance certificates or licenses with their RFQ response. These will be collected prior to the execution of any contract resulting from future project assignments.

7.5 Fees for Future Work

Fees for specific projects or tasks will be negotiated at the time of assignment with the selected qualified firm. Failure to reach agreement on fees may result in DH engaging another firm from the qualified pool.

7.6 Standards of Service

All services provided under any future engagement must conform to applicable local, state, and federal laws, regulations, and codes.



8.0 LIST OF ATTACHMENTS

- Attachment A Form of Proposal Form
- Attachment B Profile of Firm Form
- Attachment C Instructions to Proposers and Contractors (ITPC)
- Attachment D Non-Collusive Affidavit Form



8.1 ATTACHMENT “A” – Form of Proposal

INSTRUCTIONS

Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete the form by marking “X” in the first column to confirm that the referenced completed information has been included with the proposal submittal.

NOTE: This form will be placed under “Section 1” of your proposal submission.

ITEM IS INCLUDED “X”	SECTION NUMBER	FORM NAME OR DESCRIPTION OF INFORMATION TO BE SUBMITTED	ATTACHMENT IDENTIFIER
	1	Form of Proposal	This form
	2	Profile of Firm	Attachment B
	3	Statement of Qualifications	N/A
	4	Managerial Capacity/Financial Viability	N/A
	4	Client Information/References	N/A
	5	Form of Non-Collusive Affidavit	Attachment C

Proposer’s Statement

The undersigned proposer hereby states that by completing and submitting this form and all other documents within this proposal submittal, they are verifying that all information provided herein is, to the best of their knowledge, true and accurate, and that if Decatur Housing discovers that any information entered herein to be false, that shall entitle Decatur Housing not to consider or make award or to cancel any award with the undersigned party.

Further, by completing and submitting the proposal submittal, and by entering and submitting, the undersigned proposer thereby agreeing to abide by all terms and conditions pertaining to this RFQ as issued by Decatur Housing via the proposal submittal original, and by executing all forms provided.

Pursuant to all RFQ Documents, this Form of Proposal, and all attachments, and pursuant to all completed documents submitted, the undersigned proposes to supply Decatur Housing with the services described herein for the fees entered within the areas provided pertaining to this RFQ.

Signature

Printed Name

Company

Date

8.2 ATTACHMENT “B” – Profile of Firm Form

NOTE: This form will be placed under “Section 2” of your proposal submittal



NAME OF FIRM: _____**STREET ADDRESS:** _____**CITY:** _____ **STATE:** _____ **ZIP CODE:** _____**1) Company Information:**

Please attach a brief biography/resume of the company including the following information:

- Year Firm was established
- Year Firm was established [Jurisdiction]
- Former Name and Year Established (if applicable)
- Name of Parent Company and date acquired (if applicable)

2) Principals/Partners

- List the name, title, and percentage of ownership for the Principals/Partners of the Firm in the table below
- Please submit a brief professional resume for each Principal/Partner

NAME	TITLE	% OF OWNERSHIP

3) Project Manager/Supervisory Personnel

- List below the individual(s) or supervisory personnel that will work on the project.
- Please submit a brief professional resume for each, not to duplicate any of the individuals name above in Step No. 2.

NAME	TITLE

ATTACHMENT "B" – Profile of Firm Form (cont.)**4) Proposer Diversity Statement**

- You must select all the following that apply to the ownership of this firm and enter where provided the correct percentage of ownership for each category: 3.

☐ **Caucasian American (Male)** _____ %

☐ **Public Held Corporation** _____ %

☐ **Government Agency** _____ %

☐ **Non-Profit Organization** _____ %

☐ **Resident (RBE), Minority (MBE),
or Woman-Owned (WBE) Business Enterprise** _____ %

○ Resident-Owned _____ %

○ African American _____ %

○ Native American _____ %

○ Hispanic American _____ %

○ Asian/Pacific American _____ %

○ Hasidic Jew _____ %

○ Asian/Indian American _____ %

○ Woman-Owned _____ %

○ Woman-Owned (Caucasian) _____ %

○ Disabled Veteran _____ %

○ Other (Specify):
_____ %

☐ **WMBE Certification Number** _____

○ Certified by (Agency): _____

NOTE: A Certification Number Not Required to Propose, enter if available

ATTACHMENT “B” – Profile of Firm Form (cont.)



5) **Federal Tax ID Number:** _____

6) **Business License Number:** _____

7) **State of _____ License Type and Number:** _____

8) **Worker's Compensation Insurance Carrier:** _____

a. **Policy Number:** _____

b. **Expiration Date:** _____

9) **General Liability Insurance Carrier:** _____

a. **Policy Number:** _____

b. **Expiration Date:** _____

10) **Professional Liability Insurance Carrier:** _____

a. **Policy Number:** _____

b. **Expiration Date:** _____

11) **Debarred Statement:**

Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Georgia, or any local government agency within or outside the State of Georgia?

YES ☐ or NO ☐

12) **Disclosure Statement:**

Does this firm or any principals thereof have any current, past, personal, or professional relationship with any Commissioner or Officer of Decatur Housing?

YES ☐ or NO ☐



ATTACHMENT “B” – Profile of Firm Form (cont.)

13) Verification Statement:

The undersigned proposer hereby states that by completing and submitting this form they are verifying that all information provided herein is, to the best of their knowledge, true and accurate, and agrees that if Decatur Housing discovers that any information entered herein is false, that shall entitle Decatur Housing to not consider nor make award or to cancel any award with the undersigned party.

Printed Name of Owner/Representative

Signature of Owner/Representative

Date

Name of Firm/Company



8.3 ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC)

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ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC) (cont.)**1.0 General Conditions****1.1 Applicability**

If referred to within the text of such, these ITPC shall be applicable to all Requests for Qualifications (RFQ) that Decatur Housing conducts and shall be applicable to any contract that Decatur Housing awards to or signs with any firm, agency, or individual pursuant to that RFQ. A copy of these ITPC shall be made available to any actual or prospective proposer, or contractor who does business with or intends to do business with Decatur Housing.

1.1.1 Unless otherwise specified within the RFQ or contract documents, in the event that any provision in any document listed herein conflicts with any provision within these ITPC, the provision in the RFQ document or contract document shall govern.

1.2 Definitions

Pertaining to all RFQ documents issued by Decatur Housing pertaining to this RFQ, including the attachments, and ensuing contract:

1.2.1 Contracting Officer – When named within an RFQ document shall refer to the Decatur Housing Procurement Manager (as delegated by Decatur Housing’s CEO/Executive Director who is the Decatur Housing Contracting Officer).

1.2.2 Contract – Refers to the fully executed written agreement that ensues from the RFQ. Whereas all RFQ documents are included, by reference, as a part of the ensuing contract, when “contract” is referred to within an RFQ document; such is referring to both the RFQ documents and the ensuing contract document.

1.2.3 Contractor - and the term “successful” proposer may be used interchangeably.

1.2.4 CEO – CEO/Executive Director of Decatur Housing

1.2.5 CO – Contracting Officer

1.2.6 Days – Unless otherwise directed, shall refer to calendar days.

1.2.7 DH – Decatur Housing.

1.2.8 HUD – is the United States Department of Housing and Urban Development. HUD is the Federal agency that Decatur Housing sometimes receives funding from; however, pertaining to this RFQ, correspondences, including proposal submittals, received from each proposer must exhaust all provisions contained herein prior to contact HUD (i.e., in the case of a protest).

1.2.9 Herein – shall refer to all documents issued pursuant to the notes RFQ including the RFQ documents and the attachments

1.2.10 Offeror or Offerors – are the Proposer or Proposers



ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC) (cont.)

- 1.2.11 Prospective Proposer or Proposer** – A prospective proposer is a firm or individual who has been notified of the RFQ solicitation and/or who has requested and/or received the RFQ documents and is considering responding with a proposal; a Proposer is a firm or individual who has submitted a proposal in response to the RFQ. All terms and conditions shall apply equally to all prospective proposers as well as Proposers, though prospective proposers may not, after the deadline set for receiving proposals, receive further notices pertaining to that RFQ – meaning, certain notices (such as the Notice of Results of Evaluation) are only delivered to Proposers and not to prospective proposers.
- 1.2.12 RFQ Document(s)** – Whether stated in the singular or the plural, such refers to the body of documents, including attachments that Decatur Housing makes available to all prospective proposers wherein is detailed in Decatur Housing’s requirements.

2.0 CONDITIONS TO PROPOSE

2.1 Pre-Qualification of Proposers

Prospective Proposers will not be required to pre-qualify in order to submit a proposal. However, all Proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work (i.e., “Profile of Firm” Form and required resumes). Failure by the Prospective Proposers to provide the requested information may, at Decatur Housing’s discretion, eliminate that Proposer from consideration, provided that all Proposers were required to submit the same information.

2.2 RFQ Forms, Documents, Specifications, and Drawings:

- 2.2.1** It shall be each prospective proposer’s responsibility to, prior to submitting a proposal in response to the RFQ, examine carefully and as may be required, properly complete all documents issued pursuant to this RFQ.
- 2.2.2** Unless otherwise instructed, specifications and drawings (if provided) do not show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.
- 2.2.3** Decatur Housing shall reserve the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFQ documents issue; such notice shall be delivered in writing to each prospective and/or actual proposer. Such changes that are issued before the deadline for receipt of proposals shall be binding upon all prospective proposers. Such changes that are issued after the receipt of proposals, but prior to award shall be binding upon all parties that have submitted proposals; however, such parties shall be allowed to reject such changes by, within five (5) days of receipt of such written notice withdrawing their proposal. Such withdrawal must be delivered, in writing, to the Decatur Housing Procurement Manager or Contract Officer within the 5-day deadline period.



ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC) (cont.)

2.3 Proposal Preparation, Submission and Receipt by Decatur Housing

2.3.1 Required Forms

All required forms furnished by Decatur Housing as a part of the RFQ document issued shall, as instructed, be fully completed and submitted by the Proposer.

2.3.2 Manner of Submission

The proposal submittal shall be submitted in the manner detailed within the RFQ document. Failure to submit the proposal in the manner specified may result in failure to consider that proposal, and may, at the discretion of the Decatur Housing Procurement Manager or Contract Officer, eliminate the Proposer from consideration for award.

2.3.3 Time for Receiving Proposals

Proposals received prior to the time set as the deadline for the receipt by Decatur Housing of the proposal submittal shall be securely kept, unopened, by Decatur Housing. The Procurement Manager, whose duty it is to open such proposals, will decide when the specified time has arrived. No proposal received after the designated deadline shall be considered.

2.3.3.1 Proposers are cautioned that any proposal submittal that may be time-stamped as being received by Decatur Housing after the exact time set as the deadline for the receiving of proposals shall be returned unopened to the proposer. Any such proposals inadvertently opened shall not be considered but shall be ruled to be invalid. No responsibility will be attached to Decatur Housing or any official employee thereof for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

2.3.4 Conflicting Conditions

Any provisions detailed within any of the RFQ documents which may be in conflict or inconsistent with any of the paragraphs in any of the other RFQ documents, including attachments, shall be void to the extent of any such conflict or inconsistency, unless otherwise specified within the RFQ or contract documents, in the event that any provision in any document listed herein conflicts with a provision within the ITPC, the provision in the RFQ or contract document shall govern.

2.3.5 Interpretations

No official oral interpretation can be made to any proposer as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this RFQ. Every request for an official interpretation shall be made by the prospective proposer, in writing, pursuant to the schedule set within the RFQ document issued and as directed by Decatur Housing. Official interpretations will be issued in the form of addenda, which will be delivered to each proposer; but it shall be the prospective proposer’s responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the RFQ documents and the proposed contract with the successful proposer and all proposers shall be bound by such addenda, whether or not received by the prospective or successful proposer(s).



ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC) (cont.)

2.4 Expectations to Specifications

- 2.4.1** A proposer may make exception to any of the proposal documents or any part of the information contained therein, by submitting, in writing to the Decatur Housing Procurement Manager or Contracting Officer, at least ten (10) days prior to the proposal deadline, a complete and specific explanation as to what the proposer is taking exception to. Proposed alternate documents or information must also be included. A response by Decatur Housing will be issued in writing within five (5) business days of receipt of such exception request. Decatur Housing reserves the right to agree with the prospective proposer and issue a revision to the applicable RFQ documents or may reject the prospective proposer’s request.
- 2.4.2** When taking exception, prospective proposers must propose services that meet the requirements of the RFQ documents. Exceptions to the specifications and/or approved “equal” requests may be discussed at a scheduled pre-proposal conference meeting (if scheduled). All verbal instructions by the Decatur Housing officers not already listed within the RFQ documents shall only become official when issued as addenda or a written answer issued pursuant to receipt of a written question.

2.5 Lump Sum Cost Breakdown (LSCB):

- 2.5.1** Decatur Housing reserves the right to, at any time, request and receive from any and all proposers a LSCB of any or all of the costs proposed. The proposal documents constitute an outline of the work to be completed by the proposer. These documents are intended to include all major items, and the lump sum cost breakdown computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the proposer in order to comply with the proposal documents in their present form, whether or not indicated in the approximate quantities or pertaining to the items of work as listed.
- 2.5.1.1** The purpose of this LSCB will serve Decatur Housing in two distinct areas:
- 2.5.1.1.1 Prior to award of proposals**
Decatur Housing may request a LSCB for any or all items reflected within the RFQ document as “lump sum” for the purpose of determining an unbalanced cost proposal. The Decatur Housing Procurement Manager, using acceptable methods dictated by the industry, shall conduct the analysis.
- 2.5.1.1.2 After Award**
Decatur Housing may request a LSCB for any or all items reflected within the RFQ document as “lump sum” for the purpose of making partial payments to the successful proposer.
- 2.5.1.1.3** Under no circumstances, may any cost item reflected as “lump sum” be increased/decreased as a result of the LSCB analysis.



ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC) (cont.)**3.0 PROPOSAL EVALUATION****3.1 Proposal Opening Results**

It is understood by all proposers/prospective proposers that the proposals received are not publicly available and the results will typically not be a matter of public record until Decatur Housing has completed all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results. When Decatur Housing issues such notice, Decatur Housing will inform all proposers as to each proposer’s placement as a result of the evaluation (i.e., 1st, 2nd, 3rd, etc.). The points each proposer was awarded as a result of the evaluation and the proposed costs submitted by each proposer.

3.1.1 All proposal documents submitted by the proposer(s) are not necessarily a matter of public record and as a matter of normal course, the proposals submitted by each proposer will not, at any time, be viewed by any interested parties except as approved by the DH Legal Counsel (i.e., a proposer will not be allowed to challenge an apparent top-rated proposer by inspecting the proposal that the apparent top-rate proposer submitted). DH shall, however, upon request, verify that the proposal documents submitted are/were complete and correct.

3.2 Proposal Award

The successful proposer shall be determined by the top-rated responsive and responsible proposer as determined by the evaluation process detailed within the RFQ document issued, provided their proposal is reasonable, is able to deliver the specified items in a timely manner, and is in the opinion of DH, the best interest of DH to accept the proposal. All proposers will be notified of the results of the evaluation at the earliest practical date.

3.3 Rejection of Proposals

3.3.1 DH reserves the rights to, at any time during the proposal process, reject any or all proposals received. In the case of rejection of all proposals, DH reserves the right to request new proposals or to proceed to do the work otherwise, if in the judgment of DH, the best interest will be promoted.

3.3.2 Prospective proposers acknowledge by downloading and receiving the RFQ documents and/or by submitting a proposal that the submission of a proposal to DH is not a right by which to be awarded that proposal, but merely an offer by the prospective proposer to perform the requirements of the RFQ documents in the event DH decides to consider an award to that proposer.

3.4 Cancellation of Award

DH 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.



ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC) (cont.)

3.5 Mistake in Proposal Submission

- 3.5.1** A request for withdrawal of a proposal due to a purported error need not be considered by DH unless the same is filed in writing by the proposer within 48 hours after the proposal deadline. Any such request shall contain a full explanation of any purported error and shall, if requested by DH, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and prepared by the proposer, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as DH retains the right to accept or reject any proposed withdrawal for a mistake.
- 3.5.2** Unless otherwise prohibited within the RFQ documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at DH’s discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred to the CEO/Executive Director or CO for review. This mistake must be corrected before the issuance of contract documents.

3.6 Irregular Proposal Submittal

DH 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.

- 3.6.1** If the forms furnished by DH are not used or are altered or if the proposed costs are not submitted as required and where provided.
- 3.6.2** If all requested completed attachments do not accompany the proposal submitted.
- 3.6.3** If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.
- 3.6.4** If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.
- 3.6.5** If the individual cost proposal items submitted by a specific proposer are unbalanced in the sense that the listed price of any cost item departs by more than twenty-five percent (25%) from DH’s cost estimate for that item.

3.7 Disqualification of Proposers

Any one or more of the following shall be considered as sufficient for disqualification of a prospective proposer and the rejection of the submitted proposal:

- 3.7.1** Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as bidders or proposers for any future work of DH until such participant shall have been reinstated as a qualified bidder or proposer. The names of all participants in such collusion shall be reported to HUD and any other governmental agency.
- 3.7.2** More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
- 3.7.3** Lack of competence, lack of experience, and/or lack of adequate machinery, plants, and/or other resources.



ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC) (cont.)

- 3.7.4** Unsatisfactory performance record as shown by past work for DH or with any other local, State, or Federal agency, judged from the standpoint of workmanship and progress.
- 3.7.5** Incomplete work, which in the judgment of DH, might hinder or prevent prompt completion of additional work, if awarded.
- 3.7.6** Failure to pay or satisfactorily settle all bills due on form contracts is still outstanding at the time of letting.
- 3.7.7** Failure to comply with any qualification requirement of DH.
- 3.7.8** Failure to list, if required, all subcontractors (if subcontractors are allowed by DH) who will be employed by the successful proposer(s) to complete the work of the proposed contract.
- 3.7.9** As required by the RFQ documents, failure of the successful proposer to be properly licensed by the City of Decatur and/or the State of Georgia and/or to be insured by a general liability and workers' compensation policy.
- 3.7.10** Any reason determined, in good faith, to be in the best interests of DH.

3.8 Burden of Proof

If requested by DH, it shall be the responsibility of the proposer(s) to furnish DH with sufficient data or physical samples, within a specified time, so that DH may determine if the goods or services offered conform to the specifications.

4.0 RIGHT TO PROTEST

4.1 Rights

Any prospective or actual proposer, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. An alleged aggrieved protestant claiming this right is hereby informed that the regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

- 4.1.1** An alleged aggrieved “protestant” is a prospective proposer or proposer who feel that they have been treated inequitably by DH and wishes DH to correct the alleged inequitable condition or situation. To be eligible to file a protest with DH pertaining to an RFQ or contract, the alleged aggrieved protestant must have been involved in the RFQ process in some manner as a prospective proposer (i.e., downloaded the electronic RFQ documents) when the alleged situation occurred. DH has no obligation to consider a protest filed by any party that does not meet these criteria.

4.2 Administrative Powers

It is totally within the administrative powers of DH’s CEO/Executive Director to grant or deny any requests for administrative appeal. If, in the opinion of the CEO/Executive Director the alleged aggrieved protestant merits an administrative review, the CEO/Executive Director shall direct that alleged aggrieved protestant to submit additional data.



ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC) (cont.)

4.3 Procedure to Protest

An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve DH from accepting or considering that protest:

- 4.3.1** The alleged aggrieved protestant must file, in writing, to the CEO/Executive Director the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by DH or condition is being protested as inequitable, making, where appropriate, specific reference to the RFQ documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relive DH from any responsibility to take any corrective action.
- 4.3.2** The written instrument containing the reason for the protest must be received by the CO within ten (10) days after the occurrence of the following:
 - 4.3.2.1** The deadline for receiving proposals
 - 4.3.2.2** Receipt of notification of the results of the evaluation or the award
 - 4.3.2.3** The alleged aggrieved protestant knows or should have known the facts
- 4.3.3** In any case, protests shall be filed no more than ten (10) days after any of the above (unless the occurrence being protested occurred in its entirety after the proposal deadline). Protests received after these dates shall not be considered.
- 4.3.4** The CO shall review the written protest and supportive data, if any. Within ten (10) days after receipt of the written protest, the CO will issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the CEO/Executive Director.
- 4.3.5 Administrative Appeal**

If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the CO, the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the CO request an administrative appeal hearing be granted. The following procedures must be complied within the manner prescribed. Failure by the alleged aggrieved protestant to comply shall automatically relieve DH from accepting or acting on that request for an administrative hearing:

 - 4.3.5.1** The alleged aggrieved protestant must file, in writing, their request for an administrative hearing the CEO/Executive Director. This request must be filed within ten (10) calendar days after the receipt of the CO’s written opinion and decision.
 - 4.3.5.2** The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for that reason.
 - 4.3.5.3** It shall be within the administrative powers of the CEO/Executive Director to, after review of the request submitted, grant or deny any request for administrative appeal.



ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC) (cont.)

- 4.3.5.4** If the CEO/Executive Director, after complete review of the alleged aggrieved protestants written request and supporting data, decides that the request does not merit further consideration, they shall render their decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within ten (10) days after the receipt of the alleged aggrieved protestant’s request for an administrative hearing. This decision shall be final without further administrative recourse.
- 4.3.5.5** If the CEO/Executive Director, after review of the alleged aggrieved protestant’s written request, decides that the request merits further consideration, they shall forward the protestant’s written request, along with a cover letter explaining why it merits further consideration and with a recap of all proposals submitted, and a copy of the original written protest, to DH’s Legal Counsel for consideration. The DH Legal Counsel shall issue to the alleged aggrieved protestant a decision, in writing, within ten (10) days of the receipt of such documents.
- 4.3.5.6** Such written decision delivered to the alleged aggrieved protestant shall exhaust the DH internal protest and administrative appeal process available to the alleged aggrieved protestant.

5.0 DISPUTED BILLING (Charges)

5.1 Procedures

In the event that DH disputes any portion of its billing(s), DH shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures as follows:

- 5.1.1** The DH CO shall, within ten (10) days after DH’s receipt of such billing, formally notify the contractor’s representative of all particulars pertaining to the dispute, and request that they investigate and respond to this issue.
- 5.1.2** If such dispute cannot be resolved by the contractor’s response, within ten (10) days after such notification is given, the DH CO and the contractor’s representative shall meet to discuss the matter and attempt to arrive at a resolution.



ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC) (cont.)

6.0 ADDITIONAL CONSIDERATIONS

6.1 Non-Escalation

Unless otherwise specified within the RFQ documents, the unit prices reflected on the contract shall remain firm with no provision for price increase during the term of the contract.

6.2 Funding Restrictions and Order Quantities

DH reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to DH, if:

6.2.1 Funding is not available

6.2.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies

6.2.3 DH requirements in good faith change after award of the contract

6.3 Required Permits

Unless otherwise stated in the RFQ documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFQ, whether or not they are known to either DH or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful proposer and any costs submitted by the proposer shall reflect all costs required by the successful proposer to procure and provide such necessary permits.

6.4 Taxes

All persons doing business with DH are hereby made aware that DH is exempt from paying Georgia State Sales and Uses Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

6.5 Government Standards

It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, state, and federal law concerning safety (OSHA and NOSHA) and environmental control (EPA, state, and local regulations) and any other enacted ordinance, code, law, or regulation. The successful proposer shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted or financial consideration given to the successful proposer for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

6.6 Freight on Bill and Delivery

All costs submitted by the successful proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the RFQ documents or within the contract:



6.6.1 The successful proposer agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful proposer. Upon default, the successful proposer agrees that DH may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

6.7 Work On DH Property

If the successful proposer's work under the contract involves operations by the successful proposer on DH's premises, the successful proposer shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by DH's negligence, shall indemnify DH, and their officers, agents, and employees against all loss which may result in any way from any act or omission of the successful proposer, its agents, employees, or subcontractors.

6.8 Estimated Quantities

Unless otherwise indicated, the quantities reflected within the RFQ documents, to the best of DH's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by DH under the finalized contract; but, pursuant to all RFQ documents, these quantities will be used as calculation figures to determine the successful proposer.

6.9 Warranty

6.9.1 The services provided under the contract shall conform to all information contained within the RFQ documents as well as applicable industry Published Technical Specifications, and if one of the above-mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

6.9.2 The liability of the successful proposer to DH (except as to title) arising out of the furnishing of services or of its use under the terms of the contract shall not exceed the correcting of the defect(s) in the services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.

6.10 Official Agent and Employees of DH not Personally Liable

It is agreed by and between parties hereto that in no event shall any official, officer, employee, or agent of DH in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

6.11 Subcontractors

Unless otherwise stated within the RFQ documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFQ documents or the contract without the prior written permission of the DH CO or CEO/Executive Director.



ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC) (cont.)

6.12 Salaries and Expenses Relating to the Successful Proposers Employees

Unless otherwise stated within the RFQ documents, the successful proposer will pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer further agrees to comply with all Federal, State, and local wage and hour laws, and licensing laws applicable to its employees or other personnel furnished under this agreement.

6.13 Attorney’s Fees

In the event of litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses incurred such as litigation, attorney’s fees (in a reasonable amount), to be determined by the court. The amount so allowed as attorney’s fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

6.14 Independent Contractor

Unless otherwise stated within the RFQ documents or the contract, the successful proposer is an independent contractor. Nothing herein shall create any association, agency, partnership, or joint venture between the parties hereto and neither party shall have any authority to bind the other in any way.

6.15 Severability

If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

6.16 Waiver of Breach

A waiver of either party of any terms or conditions of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

6.17 Time of the Essence

Time is of the essence under this agreement as to each provision in which time of performance is a factor.

6.18 Limitation of Liability

In no event shall DH be liable to the successful proposer for any indirect, incidental, consequential, or exemplary damages.



ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC) (cont.)

6.19 Indemnity

6.19.1 The successful proposer shall protect, indemnify and hold DH, its officers, employees, agents, and consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney’s fees, court costs and other expenses of any kind or character which DH, its officers, employees, agents, consulting engineers or other retained consultants may suffer or which may be sought against, recovered from, or obtainable against DH, its officers, employees, agents, consulting engineers, or other retained consultants resulting from any of the following:

6.19.1.1 As a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the successful proposer, its subcontractors, or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions, or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder

6.19.1.2 As a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work

6.19.1.3 Through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed, or installed so as to give rise to a claim

6.19.1.4 Because of any claim or amount recovered under any other law, ordinance, or decree, which claim or recovery arose out of or is attributable to any act or failure to act on the part of the successful proposer under and by virtue of this contract which considered necessary by DH for such purpose, may be retained by DH for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney’s fees, and court costs, and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to DH provided, however, that money due the successful proposer will not be withheld when the successful proposer produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required.

6.19.2 In this connection, it is expressly agreed that the successful proposer shall, at its own expense, defend DH, its officers, employees, agents, consulting engineers, and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the successful proposer has indemnified DH, its officers, employees, agents, consulting engineers, and other retained consultants against, and if the successful proposer shall fail to do so, DH shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful proposer including attorney’s fees and court costs; provided, however, that if the forum in which such claim, suit or action is held



ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC) (cont.)

determines that the occurrence that gives rise to the same was cause, in whole or in part, by any party who is indemnified hereunder, DH shall reimburse the successful proposer for all, or the indemnified party’s proportionate share, as the case may be, of the costs of such defense.

- 6.19.3** The successful proposer guarantees the payment of all just claims for materials, supplies, and labor, and all other just claims against it or any subcontractor, in connection with the contract.

6.20 Lobbying Certification

By proposing business with DH or by doing business with DH, each proposer certifies the following:

- 6.20.1** No federal appropriated funds have been paid, or will be paid, by or on behalf of the proposer, to any person or influencing or attempting to influence an officer or employees of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- 6.20.2** If any funds other than Federal appropriated funds have been paid or will be paid by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a “Disclosure Form to Report Lobbying.”
- 6.20.3** The successful proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 6.20.4** This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a pre-requisite for making or entering into a contract. Any person who fails to file the required certifications shall be subject to civil penalties of not less than \$10,000.000 and not more than \$100,000.00 for each such failure.

6.21 Procurement

Pursuant to HUD’s 24 CFR 85.36(i) and DH’s Procurement Policy, DH and the contractor each agree to comply with the following provisions and agree that any contract that ensures as a result of this RFQ will include the following clauses, whether actually inserted or by reference:

6.21.1 Remedies for Contractor Breach

Pertaining to contract-related issues, it is the responsibility of both DH and the contractor to communicate with each in as clear and complete manner as possible. If at any time during the term of this contract DH or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (NOTE: DH has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall within ten



ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC) (cont.)

(10) days respond in writing to the other party (however, DH shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, DH shall, at a minimum, take the following steps in dealing with the contractor as to any performance issues:

- 6.21.1.1** If the contractor is in material breach of the contract, DH may promptly terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification of termination.
- 6.21.1.2** Prior to the termination, DH may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby give the contractor a certain period of time to correct the deficiencies or potentially suffer termination. DH shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have ten (10) days to dispute or protest, in writing, such action; if they do not do so within the 10-day period, they will have no recourse but to accept and agree with DH’s position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing DH’s alleged incorrect action(s).
- 6.21.1.3** After termination, if the contractor does not agree with DH’s justification for the termination, the contractor shall have ten (10) days to dispute, in writing, such action; If they do not do so within the 10-day period, they shall have no recourse but to accept and agree with DH’s position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing DH’s alleged incorrect action(s).

6.21.2 Reporting

Both parties hereby agree to comply with any reporting requirements that may be detailed herein.

6.21.3 Copyrights / Rights in Data

DH has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:

- 6.21.3.1** DH shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.



ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC) (cont.)

- 6.21.3.2** The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in the RFQ documents, substantiate use of, add or correct limited rights, restricted rights, or copyright notices, and to take other appropriate action in accordance with the contract or agreement and establish claim to copyright subsisting in data first produced in the performance of this contract.
- 6.21.3.3** For data produced first in the performance of this contract, the contractor may establish, without prior approval of the CO, claim copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants DH and others acting on its behalf a paid-up, non-exclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of DH.
- 6.21.3.4** The contractor shall not, without the prior written permission of the CO, incorporate in data delivered under this contract any data not first produced in the performance of this contract which contains copyright notice, unless the contractor identifies such data and grants DH a license of the same scope as identified within the RFQ documents or contract.
- 6.21.3.5** DH agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract is improperly marked, DH may either return the data to the contractor or cancel or ignore the markings.
- 6.21.3.6** The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor’s obligations under this contract.
- 6.21.3.7** Notwithstanding any provisions to the contrary contained in the contractor’s standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees DH shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.



ATTACHMENT “C” – Instructions to Proposers and Contractors (ITPC) (cont.)

6.21.3.8 The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by DH except as provided in the RFQ documents or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any DH locations to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combine, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

6.21.4 Energy Policy and Conservation Act – Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).



8.4 ATTACHMENT “D” – Non-Collusive Affidavit

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says that they are the
Proposer Name

Is the owner/officer of the firm of _____, the party making the
Name of Firm

foregoing proposal, that such proposal is genuine and not collusive or a sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposal price of affiant or of any other proposal, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposal, or to secure any advantage against or any person interested in the proposed Contract; and that all statements in said proposal are true.

Signature of Proposer, If Proposer is an Individual

Signature of Officer, If Proposer is a corporation

Company Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____, 202_

NOTARY PUBLIC

My Commission Expires: _____

