**HORNE LLP**

**is**

**Requesting Proposals for**

**Community Development Block Grant – Disaster Recovery**

**Residential Reconstruction, Rehabilitation, and MHU Replacement Services**

**in Support of the**

**Alabama Department of Economic and Community Affairs (ADECA)**

**Hurricane Sally and Hurricane Zeta Housing Program**

Solicitation Point of Contact: Kelly Huck, HORNE Director of Construction Services

Solicitation Publication Date: March 27, 2023

Solicitation Q&A Due Date: April 07, 2023

Solicitation Due Date: April 27, 2023

Late proposal submissions will not be accepted

# EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

## Executive Summary

HORNE LLP (“HORNE”) is requesting proposals from highly qualified construction contractors to perform rehabilitation, reconstruction and new construction of single-family residential structures and replacement of Manufactured Housing Units (MHUs) in compliance with local, federal and state statutory requirements for grants under the United States Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) program for 2020 Hurricane Sally and Hurricane Zeta within the contract period.

HORNE intends to issue multiple Indefinite Delivery/Indefinite Quantity (IDIQ) contracts to create a pool of contractors to perform the services requested under this Solicitation. HORNE shall assign projects to contractors based upon capacity, capability and performance. Respondents to this Solicitation must demonstrate the ability to mobilize within 45 days of award and complete assigned construction projects within the contracted time (not to exceed 120 days for reconstruction projects and 60 days for rehabilitation and MHU replacement projects) to reduce potential hazards to public welfare and safety.

Respondent must execute **Exhibit A**, *Federal Affirmations*, and complete other items listed on the *Submission Checklist* to be considered.

## Definitions

“Addendum” means a written clarification or revision to the Request for Qualifications issued by HORNE. Respondent must acknowledge receipt of any addendum or addenda in the submission of the Solicitation Response.

“Affiliate” means any individual or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with, Respondent. Respondent shall be deemed to control another entity if it can directly or indirectly direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, membership interests, by contract or otherwise.

“ASTM” means the American Society for Testing and Materials.

“CDBG-DR” means the Community Development Block Grant Disaster Recovery Program, as authorized under Title I of the Housing and Community Development Act of 1974, as amended.

“CFR” means the Code of Federal Regulations (CFR), the codification of the general and permanent rules and regulations (sometimes called administrative laws) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“Contractor” means the Respondent(s) awarded a contract under this Solicitation.

“Elevation Standards” means elevation standards that apply to new construction, repair of substantial damage, or substantial improvement of structures located in an area delineated as a flood hazard area or equivalent in FEMA’s data source identified in 24 CFR 55.2(b)(1). All structures, defined at 44 CFR 59.1, designed principally for residential use and located in the one percent (1%) annual (or 100-year) floodplain that receive assistance for new construction, repair of substantial damage, or substantial improvement, as defined at 24 CFR 55.2(b) (10), must be elevated with the lowest floor, including the basement, at least two feet above the one percent (1%) annual floodplain elevation. Residential structures with no dwelling units and no residents below two feet above the one percent (1%) annual floodplain, must be elevated or flood-proofed, in accordance with FEMA flood-proofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the one percent (1%) annual floodplain. Applicable State, local and tribal codes and standards for floodplain management that exceed these requirements, including elevation, setbacks and cumulative substantial damage requirements, will be followed.

“Housing Guidelines” means the set of guidelines adopted by ADECA governing the implementation of the Home Recovery Alabama Program (“HRAP”) under this Contract.

“HUD” means the U.S. Department of Housing and Urban Development.

“Notice to Proceed” or “NTP” means written notice provided by the Program to begin construction of a Project.

“OSHA” means the Occupational Safety and Health Administration; www.OSHA.gov.

“Owner” means the State of Alabama and any duly authorized representative thereof, acting by and through the Alabama Department of Economic and Community Affairs (“ADECA”).

“Owner’s Designated Representative” or “ODR” means the individual appointed or assigned by the Owner to be its on-site representative during the Project, to exercise certain power on behalf of the Owner and to undertake certain contract administration activities as specifically outlined in the Contract Documents.

“PDF” means Portable Document Format.

“Project” means the rehabilitation, reconstruction, MHU replacement, or new construction of a specified residential structure for the HUD disaster recovery grant program for a specific disaster.

“Respondent” means an individual or entity responding to this Solicitation.

“RFP” means Request for Proposal(s).

“Solicitation” means this RFP.

“Solicitation Response” means the Respondent’s entire response to this Solicitation, including all documents requested in this Solicitation.

“State” means the State of Alabama and any state agency, including ADECA or other state agency identified in this Solicitation, its officers, employees, or authorized agents.

“Uniform General and Supplemental Conditions” means HORNE’s governing contractual terms and conditions for CDBG-DR construction projects, included with this Solicitation as an attachment to **Exhibit B**, *Sample Contract*.

## Work Areas

The Action Plan established housing as the largest unmet need in the nine (9) Most Impacted and Distressed (MID) counties of Baldwin, Clarke, Dallas, Escambia, Marengo, Mobile, Perry, Washington, and Wilcox. General Contractors (GCs) must be able and willing to accept and complete projects located within all nine (9) counties, above.

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# SCOPE OF WORK

## Scope of Services Requested

The selected Contractors will perform, or cause to be performed, MHU replacement, rehabilitation, reconstruction, or new construction of residential construction projects (the “Project”) for the CDBG-DR program. Contractors will be awarded Projects at the sole discretion of ADECA and/or HORNE. Respondent(s) must demonstrate the ability to provide services in all of the counties specified in Section 1.3 of this Solicitation.

Contractors will be bound to specific terms and conditions found in the *Sample Contract* **(Exhibit B)**. These terms and conditions are subject to change prior to the execution of any contract that may result from this Solicitation.

## Description of Services And Requirements

In addition to the services and requirements described below, Contractors must perform any other ancillary construction-related services that may be required for a given property. Thus, it is imperative that Respondent(s) enumerate any other services they can provide. These ancillary services may go beyond what would be required for the repair/construction of a property.

Respondent must be familiar with Alabama Building Code, Municipal Building Code, local and/or regional Housing Guidelines, if applicable. Each county/municipality will be nuanced depending on local construction requirements, community recovery needs, program goals and other applicable locally approved program requirements. The draft HRAP Guidelines have been posted to www.HomeRecoveryAL.com and are subject to change.

Sample floor plans for 2-bedroom, 3-bedroom, and 4-bedroom Projects are included with this Solicitation as **Exhibit F**. The sample plans shall be the basis of any Respondent’s reconstruction projects cost proposal and HRAP evaluation of the reconstruction cost proposals. After contract award, the HRAP, in consultation with third-party experts, intends to approve Contractor-developed plans for use in HRAP.

## Reasonable Accommodation Requests

Physically disabled homeowners, or homeowners with a disabled household member, may be entitled to additional construction considerations such as low threshold showers, bathroom grab bars, outward swinging doors, exterior ramps, comfort height toilet with grab bars or other accessibility features that will assist with an individual’s functional needs. The program will assess eligibility for these features on a case-by-case basis per assistance benefit type by way of a completed reasonable accommodation request form. Awards may include expenses for additional costs related to accessibility modifications for the disabled.

To be considered for a reasonable accommodation, applicants with a disability (or a household with a disabled member permanently residing in the household) must submit a Verification of Disability Form. The applicant or any household member may qualify for reasonable accommodation. If reasonable accommodations are required for a household member, the household member must be a permanent resident of the home and be included in the listed household members used to determine household income.

There is no HUD or otherwise federally enforced accessibility standard for privately owned, single-family, construction projects. However, the program endeavors to provide reasonable accommodations which would allow each applicant and his/her household to enjoy use of the program-assisted home.

Reasonable accommodations are available for repair, reconstruction, and MHU replacement projects. Standard reasonable accommodations to the bathroom for each repair or reconstruction award type are offered in three ‘tiers’ to allow each applicant to select the level of modification most appropriate for his/her household. Applicants for any award type may also request reasonable accommodations including a “no step” entrance or strobe smoke detectors.

Standard reasonable accommodations for home entrance and strobe smoke detectors is standard for all award types. A no step entrance is a home entrance that has no steps and a minimal threshold. Only one (1) no step entrance will be installed upon request, per property. If a home is above grade, a no step entrance may require installation of a ramp or lift. Homes on grade may not require installation of anything to accommodate a no step entrance. Ramps will be the preferred method to achieve a no step entry. Lifts will be considered on a case-by-case basis, based on cost reasonableness compared to the cost of a site-built ramp, site conditions, and local zoning/set back requirements.

If the applicant requests, strobe smoke detectors will be installed throughout the home. If requested, strobe smoke detectors will be installed in place of standard smoke/CO detectors.

## Repair

Eligible applicants with stick-built properties qualify for a repair award type when the estimated cost to repair is less than 50% of the pre-storm assessed value of the home or $50,000, whichever is lesser, and the property is not otherwise deemed “not suitable for rehabilitation”. Eligible applicants with mobile home properties qualify for a repair award type when the estimated cost to repair is less than $15,000 and the MHU is fewer than five (5) years old, and the property is not otherwise deemed not suitable for rehabilitation.

### Not Suitable for Rehabilitation

HRAP defines “not suitable for rehabilitation as:

* Structures condemned by the Authority Having Jurisdiction: Properties condemned or “red-tagged” by the local authorities will not be rehabilitated;
* Structures that cannot be repaired under existing Program caps, due to legal, engineering, or environmental constraints (permitting, extraordinary site conditions, etc.) will be considered not suitable for repair;
* Structures that are structurally unsafe or that have other conditions that make interior inspection by HRAP impossible or unsafe;
* Structures that have already been demolished; or
* Structures that require elevation.

Eligible applicants with homes deemed not suitable for rehabilitation may be offered reconstruction assistance, if the applicant owns the land on which the structure sits and reconstruction is feasible.

### Repair Scopes of Work

Program sponsored repairs are intended to repair remaining storm damage and to make the home decent, safe and sanitary. HRAP does not provide “like for like” repairs. HRAP repairs will be completed using standard economy/builders’ grade materials, not with materials that were there before. For example, if a repair award calls for replacement of cabinets, the program will replace existing cabinets with standard grade cabinets regardless of the grade of the pre-existing cabinets.

Repair scopes of work will be limited to those items identified by the program as in need of repair to bring the home back up to decent, safe and sanitary conditions. Repairs, upgrades or modifications requested by the homeowner will not be considered. For example, if some windows are in need of repair or replacement, the program will replace those windows in need of repair only; other operable windows will not be replaced or repaired.

Standard essential appliances that are not functioning or non-existent at the time of damage assessment will be replaced. Essential appliances include stove/range, oven, water heater and refrigerator only. Dishwashers may be replaced only if a dishwasher previously existed in the home. Repair awards will not include a dishwasher if a dishwasher was not present at time of damage assessment. Washing machines and dryers, microwaves, stand-alone freezers and other non-essential appliances are not eligible for replacement. Any obsolete products replaced as part of the repairs must be replaced with ENERGY STAR®, Water Sense, or other Federal Energy Management Program (**FEMP**)-designated products or appliances.

Luxury items, **including but not limited to**, high-end countertops, high-end appliances, stone flooring, security systems, swimming pools, spas, fireplaces, sheds, outbuildings, fences and television satellite dishes are not eligible under HRAP.

Because repair scopes of work only address items in need of repair for the home to be decent, safe, and sanitary, HRAP does not guarantee that work completed as part of a repair award will match other items in the home. Some examples of this include, but are not limited to:

* Flooring replaced in portions of a home may not match flooring in other rooms. HRAP will replace flooring by room, to the nearest cased opening;
* Light fixtures replaced may not match pre-existing light fixtures or fixtures in other parts of the home;
* If only a portion of the windows require replacement, all the windows in the home may not match;
* If a portion of the home requires paint, paint in the repaired portion of the home may not match paint in other rooms (interior) or on other elevations (if exterior). HRAP will paint whole interior rooms, to the door casing, or whole exterior sections to the next architectural break. Additional rooms or elevations will not be painted for aesthetic reasons alone.

### Reasonable Accommodations – Repair Award Type

Applicants who qualify for a repair award type may qualify for reasonable accommodations in rooms/areas where program scope of work exists. In general, reasonable accommodations will only be made in repair projects if the program scope of work impacts the item and room where a reasonable accommodation is requested. For example, if the program scope of work does not include removal/replacement of a tub/shower, the program will not modify the existing, tub/shower for the sole purpose of installing or modifying the existing facilities to include accessibility features.

If the program scope of work impacts the kitchen, bathroom or entryway in a repair project, the applicant may request reasonable accommodations in those areas. Reasonable accommodations for bathrooms are offered in three (3) tiers, so that the applicant may request the level of accommodation that best suits his/her need.

Applicants who request accommodations in a bathroom may select one (1) of three (3) standard available options. Accessibility modifications will only be made in one (1) bathroom. If the repair project scope includes more than one (1) bathroom, the reasonable accommodation will be installed in the bathroom that is in the program scope of work where modifications are the most feasible within the existing dimensions and scope of work in the room.

The program will not move walls to expand the size of an existing bathroom or move plumbing lines to install an accessibility accommodation. Because repair projects are largely constrained by the size of existing rooms, there is no standard width/length size requirements for tub/shower compartments. The program will attempt to replace tub/showers with fixtures similar in size to the existing fixtures.

#### Bathroom Reasonable Accommodation 1 (RA-1)

Applicants who opt for Reasonable Accommodation 1 (RA-1) will be provided one (1) bathroom with the following accessibility modifications:

* Tub/Shower combination with blocking and a grab bar
* Chair height toilet with grab bars

#### Bathroom Reasonable Accommodation 2 (RA-2)

Applicants who request Reasonable Accommodation 2 (RA-2) will be provided one (1) bathroom with the following accessibility modifications:

* Tub/Shower combination with blocking, grab bars, seat and shower wand
* Chair height toilet with grab bars

#### Bathroom Reasonable Accommodation 3 (RA-3)

Applicants who request Reasonable Accommodation 3 (RA-3) will be provided one (1) bathroom with the following accessibility modifications:

* Roll-in shower compartment to fit existing tub/shower space, equipped with grab bars, seat and shower wand
* Chair height toilet with grab bars
* Roll under vanity, only upon request

#### Kitchen Reasonable Accommodations

Applicants may indicate reasonable accommodations to make a kitchen more accessible. Reasonable accommodations in kitchens for repair award types must be accommodations to items included in the program scope of work, and may include:

* Wheelchair accessible cook top (knobs on front of the appliance)
* Roll under kitchen sink

Items not included in the program scope of work will not be modified for the sole purpose of providing an accessibility modification. Accessibility modifications will only be made to the primary kitchen at the property, in the event the property has more than one kitchen.

### Repair Scope of Work

It is anticipated that homes eligible for rehabilitation will require an array of repairs ranging from minor to major. The scope of work for each repaired structure will vary, but may include, although not be limited to, the following:

* Coordination with the property owner and his/her family and case management from assignment to obtaining a certificate of occupancy (or permit signoff equivalent) for closing;
* Development of a thorough scope of necessary repairs using a HRAP- prescribed form;
* Obtaining all necessary state and local permits and approvals prior to the commencement of the work for each structure;
* Providing architectural and house plan renderings;
* Demolition of damaged interior and exterior materials;
* Foundation leveling, repair and/or elevation;
* Structural damage repair;
* Building envelope repair, including:
* Roof repair or replacement and attendant damage
* Door and window replacement
* Siding/veneer repair or replacement
* Mechanical (HVAC), electrical, and plumbing systems repair or replacement
* Drywall repair or replacement
* Rough and trim carpentry;
* Surface preparation and painting;
* Flooring repair or replacement;
* Cabinet, countertop and appliance replacement;
* Appliances to be replaced must meet federal register requirements for energy efficiency;
* Lead-based paint mitigation;
* Specialty construction elements associated with historic properties, including coordination with SHPO, and other local historic districts and stakeholders in other jurisdictions;
* Wind mitigation and retrofitting measures;
* Specialty construction elements associated with Green Building Construction techniques as required by HUD;
* Addressing special needs accessibility requirements; and Conducting close-outs for each project, which may include obtaining certificate(s) of occupancy from applicable state and local authorities, elevation certificates, flood insurance policies and/or as-built surveys.

## Mobile Home Unit (MHU) Replacement

Eligible applicants with mobile home unit (MHU) properties qualify for a replacement award type when the estimated cost to repair is greater than $15,000 and/or the MHU is five (5) years old or older. Eligible applicants with MHUs on leased land must have landowner consent to replace an MHU on the land prior to award, or must have identified a suitable alternate location. Homes that meet the threshold for a replacement award will be demolished and a new MHU will be installed in substantially the same footprint, when feasible.

### Size and New Unit Configuration

HRAP will provide applicants who qualify for replacement awards with 2-, 3-, and 4-bedroom singlewide or doublewide MHUs; all bedroom configurations include 2 bathrooms. Which unit configuration an applicant receives is based on the number of bedrooms present in the storm damaged property and the width (single or doublewide) of the storm damaged MHU, as verified by the damage assessment. After-market additions are not considered when determining the width or number of bedrooms in the storm damaged MHU (i.e., if a 3rd bedroom was added on to a singlewide 2-bedroom MHU, the home will be considered a 2-bedroom, singlewide MHU). Exceptions to replacement MHU bedroom configuration will only be considered if overcrowding exists within the home or if the applicant elects to reduce the number of bedrooms via scope reduction to reduce or eliminate a DOB gap.

* If the storm damaged property had two (2) bedrooms or fewer, the applicant will receive a 2-bedroom, 2-bathroom MHU.
* If the storm damaged property had three (3) bedrooms, the applicant will receive a 3-bedroom, 2-bathroom MHU.
* If the storm damaged property had four (4) bedrooms or more, the applicant will receive a 4-bedroom, 2-bathroom MHU.

The storm-damaged MHU width configuration will also be based on the width of the storm-damaged MHU. HRAP only provides singlewide and doublewide units. Triple-wide or larger units are not provided.

* If the storm damaged MHU was a singlewide, the applicant will receive a singlewide.
* If the storm damaged MHU was a doublewide, triple wide or larger width configuration, the applicant will receive a doublewide.

To reduce the required time from award to completion as related to replacement awards, the Program will task the assigned General Contractor to source an MHU in the awarded singlewide or doublewide bedroom/bathroom configuration. HRAP does not offer standard floorplans for MHUs. HRAP offers standard bedroom/bathroom configurations in singlewide or doublewide units in the following standard square footage ranges. All MHUs sourced by the program must be HUD approved units. The table below outlines square footage ranges for singlewide and doublewide units.

|  |  |
| --- | --- |
| **Bedroom/Bathroom Configuration** | **Square Footage** |
| Singlewide 2 bedroom / 2 bathroom | 750 – 900 SF |
| Singlewide 3 bedroom / 2 bathroom | 1000 - 1200 SF |
| Singlewide 4 bedroom / 2 bathroom | 1000 – 1200 SF |
| Doublewide 2 bedroom / 2 bathroom | 1000 – 1250 SF |
| Doublewide 3 bedroom / 2 bathroom | 1250 – 1500 SF |
| Doublewide 4 bedroom / 2 bathroom | 1400 – 1800 SF |

HRAP replacement MHUs do not include replacement or reconstruction of garages (attached or detached), sheds, pool houses, carports or other outbuildings. Such outbuildings may be demolished during construction to allow ample space for the new MHU to be delivered/installed, or in the event such structures pose a health or safety issue.

The following is a non-exhaustive list of items that are not included or considered when determining the bedroom/bathroom configuration or size of the replacement MHU provided by HRAP. HRAP does not provide like for like:

* Interior or exterior finishes;
* Square footage;
* Manufacturer of the storm damaged unit;
* Number of bathrooms (if more than 2);
* Extra/Bonus rooms such as dens, playrooms, offices, etc.;
* After market additions such as additional rooms or covered porches.

### Mobile Home Relocation

HRAP allows for replacement of a mobile home in an alternate location only when replacing the MHU in the same location as the storm damaged MHU is not feasible or is prohibited. MHU relocations may be considered under the following circumstances:

* If an otherwise eligible applicant does not own the land on which the storm damaged MHU is situated, and the landowner does not consent to a new unit being replaced on the land;
* If MHU must be elevated above the standard 3-foot installation height;
* If zoning or municipal regulations prohibit installation of a mobile home on the property; or
* If other engineering, environmental or site constraints make installation of an MHU onsite infeasible or unreasonable.

HRAP does not provide replacement property for applicants. To be allowed to replace an MHU on an alternate property, the applicant must source and obtain ownership or permission to install a MHU at the alternate location. Alternate locations must be zoned to allow for installation of a mobile home unit, have ready access to sewer, water, and electric connections, and must not be located in a 100-year floodplain. Alternate mobile home sites must pass an environmental review before the applicant makes a binding commitment to lease or purchase land. If an applicant enters into a binding agreement to lease or purchase alternate land before the program has environmentally cleared the alternate parcel, the applicant may be ineligible for assistance, as this constitutes a choice-limiting action.[[1]](#footnote-2)

### Reasonable Accommodations – Mobile Home Replacement Award Type

Applicants who qualify for a replacement award type may request reasonable accommodations. Reasonable accommodations in MHU projects are limited by manufacturer specifications and unit availability. Applicants who request reasonable accommodation will be provided with a “wheelchair friendly” mobile home unit. Wheelchair friendly designations are controlled by the MHU manufacturer and may include features such as wider doorways, grab bars or low-threshold shower compartments.

### Manufactured Housing Unit (MHU) Replacement Scope of Work

Property owners of MHUs may qualify for a MHU replacement award, which consists of the demolition and disposal of the existing MHU and installation of a new MHU, either substantially within the same footprint as the prior home (reconstruction) or new construction on a different footprint. The scope of work for each MHU replacement will vary but may include, although not be limited to, the following:

* Coordination with the property owner and his/her family for all activities, from assignment to obtaining a certificate of occupancy for closing;
* Utility disconnection / reconnection;
* Demolition of existing structure;
* Debris removal in accordance with all federal, state and local requirements, including the disposal of potential asbestos containing materials;
* Obtaining applicant approval of replacement MHU floorplan;
* Conduct site specific analysis for surveying, zoning, plot plans or any activity required to obtain permits/certificate of occupancy;
* Site preparation;
* Order, delivery and installation of new, HUD-certified MHU and all supporting activities to complete per industry standard; and
* Incorporation of accessibility needs prior to key turnover.

## Reconstruction

Eligible applicants with stick-built homes qualify for a reconstruction award type when the estimated cost to repair is greater than or equal to 50% of the pre-storm assessed value of the structure or $50,000, whichever is lesser. Eligible applicants with properties otherwise deemed not suitable for rehabilitation may also qualify for a reconstruction award if the applicant owns the land and it is feasible to reconstruct the structure on the property.

Eligible applicants with MHUs may qualify for reconstruction only if it is infeasible to replace an MHU on the applicant’s property and the applicant owns the land on which the MHU is situated. HRAP considers it infeasible to replace an MHU if it must be elevated above the standard 3-foot installation height, if zoning or municipal regulations prohibit installation of a mobile home on the property, or if other engineering, environmental or site constraints make installation of an MHU onsite infeasible. Applicants with MHU property types shall not be awarded a reconstruction award on the basis of applicant preference only.

Homes that meet the threshold for a reconstruction award will be demolished and reconstructed in substantially the same footprint, when feasible. Reconstructed homes will meet local building codes and will incorporate Green Building Standards, energy efficiency, and resilience measures to the extent possible.

### Size and New Unit Configuration

HRAP will provide applicants who qualify for reconstruction awards with standard program floorplan homes. HRAP offers 2-, 3-, and 4-bedroom homes; all standard floorplans include 2 bathrooms. Which standard floorplan the applicant receives is based on the number of bedrooms present in the storm damaged property, as verified via the damage assessment. Exceptions to reconstructed home bedroom/bathroom configuration will only be considered if overcrowding exists within the home or if an applicant elects to reduce the number of bedrooms and/or bathrooms to reduce a DOB gap.

* If the storm damaged property had two (2) bedrooms or fewer, the applicant will receive a standard 2-bedroom, 2-bathroom home.
* If the storm damaged property had three (3) bedrooms, the applicant will receive a standard 3-bedroom, 2-bathroom home.
* If the storm damaged property had four (4) bedrooms or more, the applicant will receive a standard 4-bedroom, 2-bathroom home.

To reduce the required time from award to completion as related to reconstruction, the Program will provide plans and specifications for “model homes” available to applicants. The Program has available 2-, 3-, and 4-bedroom “model homes.” Standard floorplans are offered in the following square footage ranges only.

|  |  |
| --- | --- |
| **Bedroom/Bathroom Configuration** | **Square Footage** |
| 2 bedroom / 2 bathroom | 1000 – 1200 SF |
| 3 bedroom / 2 bathroom | 1200 – 1500 SF |
| 4 bedroom / 2 bathroom | 1300 – 1700 SF |

HRAP reconstructed homes do not include reconstruction of garages (attached or detached), sheds, pool houses or other outbuildings. Such outbuildings may be demolished during reconstruction to allow enough space for the new home to be built or because such structures pose a health or safety issue.

The following is a non-exhaustive list of items that are not included or considered when determining the floorplan, bedroom/bathroom configuration, or size of the reconstructed home provided by HRAP. HRAP does not reconstruct like for like:

* Interior or exterior finishes;
* Square footage;
* Number of bathrooms (if more than 2);
* Extra/Bonus rooms such as dens, playrooms, offices, studies, libraries, etc.

### Reasonable Accommodations – Reconstruction Award Type

All stick-built reconstruction projects are designed with the following accommodations. All reconstructions will receive the following universal accommodations, regardless of whether a Reasonable Accommodation has been requested by the applicant:

* 36” hallways, wide enough to accommodate a standard wheelchair;
* Adequate turning radius for a wheelchair in the kitchen;
* Adequate turning radius for a wheelchair in one (1) bathroom[[2]](#footnote-3);
* All doors installed with levers instead of knobs;
* Exterior doors, master bedroom door and master bathroom doors are 36” wide.

In addition, the applicant may request reasonable accommodations in the bathroom, kitchen, entrance, and/or strobe smoke detectors throughout.

#### Reasonable Accommodations – Bathroom

Applicants who request accommodations in a bathroom may select one (1) of three (3) standard available options. Accessibility modifications will only be made in one (1) bathroom. By default, the modified bathroom will be the master bathroom, unless otherwise specified on a completed Reasonable Accommodation Request Form.

##### Bathroom Reasonable Accommodation 1 (RA-1)

Applicants who opt for Reasonable Accommodation 1 (RA-1) will be provided one (1) bathroom with the following accessibility modifications:

* Tub length of 60’’ and tub width of 36’’ in master bath. Hallway bathtub is 60’’ x 30’’, with no seat[[3]](#footnote-4); grab bars installed in tub/shower enclosure;
* Chair height toilet with grab bars.

##### Bathroom Reasonable Accommodation 2 (RA-2)

Applicants who request Reasonable Accommodation 2 (RA-2) will be provided one (1) bathroom with the following accessibility modifications:

* Tub/Shower combination with blocking, grab bars, seat and shower wand;
* Chair height toilet with grab bars.

##### Bathroom Reasonable Accommodation 3 (RA-3)

Applicants who request Reasonable Accommodation 3 (RA-3) will be provided one (1) bathroom with the following accessibility modifications:

* 30” x 60” roll-in shower compartment, equipped with grab bars, seat and shower wand;
* Chair height toilet with grab bars;
* Roll under vanity.

#### Reasonable Accommodations – Kitchen

Applicants may request reasonable accommodations to make a kitchen more accessible. Standard reasonable accommodations for kitchens in reconstruction project types include:

* Wheelchair accessible cook top (knobs on front of appliance);
* Roll under kitchen sink.

### Reconstruction and New Construction Scope of Work

In certain cases, a property owner may only be eligible for the complete reconstruction of his/her home, either substantially within the same footprint as the prior home (reconstruction) or new construction on a different footprint. The scope of work for each reconstructed or newly constructed structure will vary but may include, although not be limited to, the following:

* Coordination with the property owner and his/her family from assignment to obtaining a certificate of occupancy for closing;
* Utility disconnection and deactivation;
* Demolition of existing structure;
* Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing materials;
* Providing architectural and house plan renderings; Plans shall meet the following requirements, at a minimum:
  + - * + Comply with local code requirements;
        + Fiber cement siding;
        + Roof shall be constructed with radiant barrier sheathing with architectural shingles;
        + Strapping and impact resistant window requirements per local code;
        + Vinyl windows;
        + Flooring shall be either carpet or vinyl plank flooring (no sheet goods);
        + Plans must be adaptable for all 3 different accessibility accommodation scenarios outlined herein (RA-1, RA-2, and RA-3);
        + Bedrooms shall be a minimum of 100 SF with a minimum of 25 SF closet space; and
        + Comply with energy efficiency and green building program requirements.
* Conduct site specific analysis for surveying, zoning, plot plans and site specific engineering;
* Site preparation;
* Construction of new residential structures including 2-, 3-, and 4-bedroom floor plans in accordance with all applicable local and state codes and standards as well as the specified Green Building Certification and HUD recognized Energy Efficiency Standards; and
* Addressing special needs accessibility accommodations.

Standard reasonable accommodations for kitchen and/or bathroom modifications vary slightly by award type. Award-type specific options for reasonable accommodations are outlined in each award type below.

## Additional Requirements

These requirements apply to all project types included in this solicitation:

* Provide professional labor, equipment, and materials adequate to perform the work in accordance with the scope of work issued for each eligible applicant’s residential structure while ensuring that all applicable housing standards and codes are met;
* Comply with all applicable local, state and federal laws, regulations, and guidelines, which may include: HUD Community Development Block Grant disaster laws, regulations, and guidelines; the Davis Bacon Act; and Section 3 of the Housing and Urban Development Act of 1968;
* Mobilize in the nine (9) county area within 45 days from the execution of a Contract;
* Provide documentation and tracking of construction progress in the program system of record and upon request by any HRAP staff;
* All communications, updates, interactions, site visits, etc. with any HRAP applicant or in direct support of progressing an HRAP applicant must be recorded in Canopy™. It is expected that General Contractors will input notes in Canopy no less than twice weekly for all assigned, active projects;
* Meet with the program and individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and reviewing work upon final inspection. The initial meeting between the contractor, applicant and Program will be done through a preconstruction meeting at one of the Program offices located within the 9-county area;
* Start construction activities (obtain Notice to Proceed) within 90 days from cost estimate approval;
* Meet HRAP 120-day construction completion requirement from the Notice to Proceed for reconstruction projects and 60-day construction completion requirements from the Notice to Proceed for rehabilitation and MHU replacement projects;
* Provide a Green Building Certificate for completed construction;
* Provide certificate from a HUD recognized Energy Efficiency Standard for completed construction;
* Respond to ADECA open records requests in a timely manner;
* Meet all federal, state and local requirements for the transport and disposal of municipal solid, industrial, hazardous and other wastes from demolished structures;
* Provide a one-year warranty for all work performed; and
* Assist homeowners in vacating their damaged home, if necessary.

## Contract and Term

HORNE intends to award multiple indefinite delivery/indefinite quantity (IDIQ) contracts for the services requested under this Solicitation. Any contract resulting from this Solicitation, except for the exception noted below, shall be effective from contract execution until December 31, 2024. HORNE, at its own discretion, may extend any contract awarded pursuant to this Solicitation for up to two additional one-year terms, subject to terms and conditions mutually agreeable to both parties.

The selected Contractors will be bound to the specific terms and conditions found in the *Sample Contract*, **Exhibit B**. These terms and conditions are subject to change prior to the execution of any contract that may result from this Solicitation.

HORNE reserves the right to utilize the vendors qualified under this RFP for any disaster recovery projects within the State of Alabama for which HORNE becomes the contracting authority.

## No Guarantee of Volume or Usage

HORNE makes no guarantee of volume or usage under any contract resulting from this Solicitation.

## Contract Authorization and Compensation

During the term of any contract awarded under this Solicitation, HORNE may request Contractors to perform certain Projects as described above, subject to specific work authorization in the form of a Notice to Proceed (NTP) for an individual application. No onsite construction activities are to proceed without an NTP. HRAP will assign projects to general contractors based on the general contractor’s performance history on HRAP construction projects and the general contractor’s capacity to take on additional jobs at the time the project is ready to be assigned.

HORNE shall consider the Cost Proposal provided by Respondent along with site-specific construction cost data to establish the cost benchmarks for each Project.

A sample Contract is included with this Solicitation as **Exhibit B**. All Contracts shall be in writing, signed by both the Contractor and HORNE, and shall include a scope of services, a list of tasks to be performed by Contractor, a time schedule, a list of deliverables, if any, and such other information or special conditions as may be necessary for the work requested.

## Liquidated Damages

The Program has set liquidated damages for not completing the work within 120 calendar days for reconstruction projects and 60 days for rehabilitation and MHU replacement projects, commencing on the date specified in written Notice to Proceed, including all officially approved extensions thereto, to be One Hundred Dollars and No/100 ($100.00) PER DAY, per individually assigned Project. The Contractor may be liable for liquidated damages in the amount of One Hundred Dollars and No/100 ($100.00) PER DAY, per affected Projects, if Contractor fails to complete the work within the contracted period.

## Audit

Contractor shall retain all records relevant to this Contract for a period of three years from the date of ADECA’s submission of the final expenditure report on this federal award to HUD, or for federal awards that are renewed quarterly or annually, from the date of ADECA’s submission of the quarterly or annual financial report, respectively, as reported to HUD.

# ADMINISTRATIVE INFORMATION

## Schedule of Events

|  |  |
| --- | --- |
| Event |  |
| Issue Solicitation | March 27, 2023 |
| Deadline for Questions | April 07, 2023 |
| Deadline for Submission Responses | April 27, 2023 |
| Evaluation Period | April 27, 2023 - May 114, 2023 |
| Best and Final Offers | May 114, 2023 – May 18, 2023 |
| Selection and Award Notice | May 22, 2023 |
| Contract Negotiation and Execution | May 22, 2023 – May 31, 2023 |
| Deadline for Bonds and Insurance | 7 Days after execution of contracts |

**NOTE: These dates represent a tentative schedule of events. HORNE reserves the right to modify these dates at any time prior to the deadline for submission of Solicitation Responses.**

## INQUIRIES

### Contact

All requests, questions or other communications about this Solicitation shall be made in writing to HORNE, addressed to the person listed below.

Name: Kelly Huck

Title: Director – Construction Management Services

Email: Kelly.Huck@horne.com

### Clarifications

HORNE will allow written requests for clarification of this Solicitation. Questions may be e-mailed to the point-of-contact listed in Section 3.2.1 above. Respondents’ names shall be removed from questions in the responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

* Paragraph number;
* Page number;
* Text of passage being questioned; and
* Question.

NOTE: The deadline for submitting questions is noted in Section 3.1. above. Please provide company name, address, phone number, e-mail address and name of contact person when submitting questions.

### Responses

All accepted questions will result in written responses with copies posted to www.HomeRecoveryAL.com. Responses shall be posted as an Addendum to the Solicitation. It is Respondent’s responsibility to check the website for updated responses.

### Prohibited Communications

On issuance of this Solicitation, except for the written inquiries described in Section 3.2.1. above, HORNE, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent(s) or their representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Failure to observe this restriction may disqualify the particular Respondent. Respondent shall rely only on written statements issued through or by HORNE’s point of contact identified in Section 3.2.1. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation.

## SOLICITATION RESPONSE COMPOSITION

### General Requirements

Respondent shall complete and upload the documents listed below to the URL in Section 3.4.3:

* + - 1. One Narrative Proposal, including all documents requested in Part 1 of the Submission Checklist, submitted as one Portable Document Format (PDF) file;
      2. One Cost Proposal, including all documents requested in Part 2 of the Submission Checklist, submitted as one PDF file ;
      3. If any information in the Narrative Proposal or the Cost Proposal is considered confidential, proprietary, or trade secret information, a redacted version of the Narrative Proposal and/or the Cost Proposal should be submitted.

NOTE: Respondent must provide a pricing-redacted set of Cost Proposal forms, as described in Article VI, as part of the Narrative Proposal.

Respondent shall prepare a Solicitation Response that clearly and concisely represents its qualifications and capabilities pursuant to this Solicitation. Any terms and conditions attached to a Solicitation Response will not be considered unless specifically referred to in this Solicitation and may result in disqualification. Respondent is responsible for all costs related to the preparation of its proposal.

### Solicitation Response Format

For ease of evaluation, the Solicitation Response shall be presented in a format that corresponds to, and references sections outlined within, this Solicitation, and shall be presented in the same order. Responses to each section and subsection shall be labeled clearly to indicate the item being addressed. Exceptions to this will be considered during the evaluation process.

### Page Limit and Supporting Documentation

Proposals should not exceed 25 pages in length. **Exhibit A**, *Federal Affirmations*; signed acknowledgements of addenda; résumés; Cost Proposal; Pricing-Redacted Form Cost forms; and Annual Reports, are considered supporting documentation and are not included in the page limit. The Solicitation Response should be formatted using 12-point or larger font, except for charts, graphs or other graphical representations of data.

### Technical Proposal

Respondent must describe, as clearly, specifically and completely as possible, its proposed methodology and schedule for achieving the objectives and requirements of this Solicitation. Respondent should identify all tasks to be performed to be responsive to Section 2: Scope of Work, including project activities, materials, and other products, services and reports to be generated during the contract period and relate them to the stated purposes and specifications described in this Solicitation. **Respondents must clearly identify in their technical proposal whether they intend to perform MHU replacement projects or rehabilitation projects only. Any respondent that chooses to perform reconstruction projects will also be required to perform rehabilitation projects. Respondents may choose to perform all award types.**

## SOLICITATION RESPONSE SUBMISSION AND DELIVERY

### Deadline

**Solicitation Responses must be received at the upload link, identified below in Section 3.4.3 hereof, no later than as specified in Section 3.1.** Respondents may submit Solicitation Responses any time prior to that deadline. The upload link shall time stamp all uploaded Solicitation Responses; any other documentation of timely submission in lieu of the time stamp WILL NOT be accepted.

### Labeling

Each file uploaded to the upload link shall include Respondent’s company name and the title of the document, for example: “Company X: Cost Proposal.”

### Delivery

Respondent must upload Solicitation Responses to the following upload link:

https://horne.app.box.com/f/ddccca13f58b42678952cee3ec7614c6

HORNE shall not accept Solicitation Responses submitted by any other means. Please contact the point-of-contact listed in section 3.2.1 above for assistance with the upload link

HORNE encourages Respondents to allow sufficient time for the submission of Solicitation Responses to the upload link to ensure timely receipt. If all or any portion of a Solicitation Response is received late, is illegible, or is otherwise rendered non-responsive due to equipment failure or operator error, the response or the applicable portion of the response will not be considered. HORNE shall not be liable for equipment failure or operator error.

### Alterations, Modifications, and Withdrawals

Solicitation Responses may be modified, altered or withdrawn by notifying the point-of-contact listed in Section 3.2.1 above, provided such notice is received prior to the deadline for submission of Solicitation Responses.

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# SOLICITATION RESPONSE EVALUATION & AWARD PROCESS

## Evaluation Criteria

### Best Value Selection

Solicitation Responses shall be evaluated in accordance with criteria set forth below. HRAP shall not be obligated to accept the lowest priced proposal, but shall make an award to the Respondents that provide the “Best Value” to the Program.

## Minimum Qualifications

Respondent must meet the minimum qualifications listed below. Furthermore, Solicitation Responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.

Respondent shall submit a summary (not to exceed two pages) that provides specific support for meeting the minimum qualifications outlined in this Section. This support can specifically state how the Respondent meets each minimum qualification or can direct the evaluators to the appropriate section of the Solicitation Response, which provides support for the Respondent satisfying each minimum qualification.

#### Respondent must have been in the residential construction business for a minimum of five (5) years, or the principals/owners must have had a minimum of five (5) years of ownership/executive management experience in a previous company that provided residential construction services;

#### Respondent must either: 1) hold a current license (where applicable) issued by any jurisdictions which Respondent states are within the geographical boundaries covered in the Action Plan; or 2) commit to securing such licenses prior to entering any contractual obligations to work within those areas;

#### Respondent must have a minimum of three (3) years’ experience in the rehabilitation, reconstruction and new construction of residential housing funded by Community Development Block Grant Disaster-Recovery funds;

#### Respondent must demonstrate the ability to carry residential reconstruction and new construction projects to completion within 120 days; and the ability to carry residential rehabilitation or Mobile Home Unit replacement project s to completion within 60 days;

#### Respondent must demonstrate the ability to, and have experience with, the repair of historic properties;

#### Respondent must demonstrate the ability to, and have experience with, lead based paint and asbestos removal and environmental mitigation related to the rehabilitation, reconstruction and new construction of residential properties;

#### Respondent must have experience in managing and completing projects of a similar size and nature with respect to disaster recovery;

#### Respondent must have experience in achieving compliance and reporting on compliance with state and federal construction laws, regulations, and procedures, including the Davis Bacon Act, and producing the payroll documentation necessary for compliance;

#### Respondent must be financially solvent, adequately capitalized, and demonstrate it has the financial resources to perform and complete the work and to provide all required warranties.

### Other Requirements

#### Respondent should indicate that it meets each of the following requirements by providing documentation and/or specific proof of experience and qualifications to carry out each task:

#### The work to be performed under a contract awarded pursuant to this Request for Proposals will utilize funds provided by HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible and consistent with existing state and federal law, opportunities for training and employment be given to lower-income residents in the project area and contracts for work in connection with this project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the program.

#### Respondent shall commit to make a demonstrated effort to provide subcontract opportunities to locally owned businesses, minority and women-owned businesses enterprises and low-income residents in the program area.

#### Contractor must provide a one-year warranty on all materials and workmanship; Contractor will remain liable for defects as provided by Alabama law.

#### Upon Project completion, Contractor must document certification by a Green Building official body for reconstruction projects.

#### Upon Project completion, Contractor must document certification by an Energy Efficiency official body.

#### Contractor must maintain performance and payment bonds in an amount equal to the value of the active construction projects issued under the awarded contract. HRAP will award contracts in different amounts based upon the work that is required. Respondent must provide evidence of the maximum performance and payment bonding capacity with the Solicitation Response, and the form of the bond that shall be executed and produced by the selected Respondent(s) at the time of Project assignment. Respondent must provide evidence of a minimum bonding capacity of Five Million and No 00/100 Dollars ($5,000,000) with the Solicitation Response. For respondents whose intention it is to complete only MHU replacement or rehabilitation projects, HRAP may consider the selection of Respondents who can provide evidence of a maximum performance and payment bonding capacity of not less than Two Million and No 00/100 Dollars ($2,000,000) for a smaller number of projects. In no event shall the bond requirement be for less than one hundred percent (100%) of a Contractor’s amount under contract at any given time. All bonds must be issued by a bonding agent with at least an “A” rating, and the bonding companies must be listed in the Department of the Treasury's Listing of Certified Companies.

#### Contractors who intend to perform reconstruction projects must submit reconstruction plan sets of single-family homes for consideration by the program for use in the reconstruction phase of the program. The Contractor must obtain permission from the designers for free reuse by the program by any contractor selected by the Program. Contractors will be responsible for performing site-specific engineering requirements when using these plan sets. Plan sets will be required to have 2 bathrooms. Contractors must provide 2-bedroom, 3-bedroom, and 4-bedroom plan sets. Plans must allow for all accessibility options discussed in Section 2 above.

|  |  |
| --- | --- |
| **Layout** | **Square Footage Targets (Conditioned Space)** |
| 2 Bedroom / 2 Bathroom | 1000 – 1200 SF |
| 3 Bedroom / 2 Bathroom | 1200 – 1500 SF |
| 4 Bedroom / 2 Bathroom | 1300 – 1700 SF |

Accessibility will be offered to all applicants with approved disability modifications. The details of those accessibility features are detailed in Section 2 above.

### Selection Criteria

Solicitation Responses shall be consistently evaluated and scored in accordance with the criteria below.

#### Cost (**35 points**);

#### Experience, Qualifications, and References (**40 points**);

#### Reconstruction Plan Sets Submitted (**10 points**)

#### Proposed Methodology/Technical Proposal (**10 points**); and

#### Overall responsiveness, clarity, and organization of Solicitation Response (**5 points**).

If respondent is not submitting a bid response to perform reconstruction projects, the total maximum number of points available for that respondent is 90 points.

HRAP may also consult with additional CDBG-DR programs to verify vendor performance on other CDBG-DR housing recovery contracts. The evaluation committee may utilize this information to:

* + - 1. Identify vendors that have exceptional performance;
      2. Aid purchasers in making a best value determination based on vendor past performance;
      3. Protect the Program from vendors with unethical business practices.

NOTE: In order to clarify any response, the Solicitation evaluation committee may contact references provided in response to this Solicitation, contact Respondent’s clients, or solicit information from any available source concerning any aspect of the Solicitation deemed pertinent to the evaluation process.

## Short List

HRAP expects to make an initial evaluation of the Solicitation Responses to develop a short list of finalists. However, HRAP is not obligated to develop this list. If a list is developed, all Respondents will be notified in writing whether or not they are finalists.

## Best and Final Offer (BAFO)

Clarification discussions, at HRAP’s sole option, may be conducted with Respondents who submit Solicitation Responses determined to be acceptable and competitive. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of the Solicitation Responses. Such revisions may be permitted after submission and prior to award to obtain BAFOs. In conducting discussions, there shall be no disclosure by the Program of any information derived from the Solicitation Responses submitted by competing Respondents.

## Multiple Awards

It is the intent of the Program to award multiple contracts under this Solicitation. Award notice(s) will be sent to the selected Respondents. Any award is contingent upon the successful negotiation of final contract terms. Final contract amounts may be subject to negotiation between HRAP and the selected Respondents. Final contract amounts must provide the best value for the Program, considering the effect of the purchase on agency productivity and all other best value factors described herein.

## Verification of Minimum Qualifications

The Program will confirm that Contractors continue to satisfy the minimum qualifications described in Section 4.1.2 of this RFP throughout the duration of any contract resulting from this Solicitation. Contractors who no longer satisfy the required minimum qualifications may be removed from the contractor pool at the sole discretion of the Program.

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# REQUIRED RESPONDENT INFORMATION

## Respondent Information

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified products or services on time. Respondent must provide the following information:

### Company Narrative

A detailed narrative explaining why Respondent is qualified to provide the services enumerated in Section 2, focusing on its company’s key strengths and competitive advantages.

### Company Profile

A company profile to include:

* + - 1. The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. (*Please provide this information in a narrative and as a graphical representation*). If Respondent is an Affiliate of, or has a joint venture or strategic alliance with, another company, please identify the percentage of ownership and the percentage of the parent’s ownership. Finally, please provide a proposed operating structure for the services requested under this Solicitation and which entities (i.e. parent company, Affiliate, Joint Venture, subcontractor) will be performing them;
      2. The year the company was founded and/or legally organized. If organized as a business entity other than a sole proprietorship (e.g., corporation, LLC, LLP, etc.), please indicate the type of entity, the state under whose laws the company is organized and the date of organization;
      3. The location of company headquarters and any field office(s) that may provide services for any resulting contract under this Solicitation, including subcontractors. Identify the Zones (see section 1.3) served by your company;
      4. The number of employees in the company, both locally and nationally, and the location(s) from which employees may be assigned;
      5. The name, title, mailing address, e-mail address, telephone number, and fax number of Respondent’s point of contact for any resulting contract under this Solicitation;
      6. Whether the company has ever been engaged under a contract with HORNE or ADECA. If “Yes,” specify when, for what duties, and for which project; and
      7. Whether the company has ever been engaged under a contract for CDBG funded residential construction and whether you were involuntarily terminated from participation in the program or voluntarily ceased participation in the program without completing all construction projects.

NOTE: A Respondent that is not organized under the laws of the state of Alabama must register with the State before it may transact business in Alabama.

### Key Staffing Profile

Respondent must provide a key staffing profile and résumés for staff that will be responsible for the day-to-day performance of the services requested under this Solicitation. Respondent shall designate a dedicated construction lead in this section who will be located in the nine (9) county response area.

Staff members listed in the Key Staffing Profile who are independent contractors and not employees of Respondent may also qualify as subcontractors. Respondent shall use only licensed subcontractors as required by the State of Alabama.

Respondent’s staffing profile must not reflect a greater than 8:1 jobsites to superintendent ratio.

Respondent must identify which employees will be physically located in the responding area as regular face-to-face meetings with the program and applicants will be required (i.e., mandatory preconstruction meetings with applicants for each application).

Key staff must include the following:

* Project Manager – The project manager is the individual who is ultimately responsible for all HRAP related operations. The project manager is accountable for planning and allocating resources, preparing budgets, monitoring progress, and keeping HRAP stakeholders and ADECA informed throughout the project lifecycle;
* Superintendent(s) – Superintendents are responsible for managing a group of individual project sites. Superintendent(s) should manage a maximum of eight (8) active project sites at any given time.
* Warranty Coordinator – The warranty coordinator is responsible for ensuring timely completion of all warranty claims assignable to the General Contractor. The warranty coordinator is responsible for recording warranty claims in the program system of record, communicating with the applicant to schedule warranty repairs and keep the applicant apprised of progress to completion of the repairs. The warranty coordinator is also responsible for providing evidence of completed warranty repairs to the program.

### References

Respondent shall provide a minimum of three **non-ADECA** references for projects of similar type and size performed within the last five years, preferably for state and/or local government entities. HRAP reserves the right to check references prior to making any award hereunder. Any negative responses received may be grounds for disqualification of the proposal.

Respondent must verify current contacts. Information provided shall include:

1. Client name;
2. Project description;
3. Total dollar amount of project;
4. Key staff assigned to the referenced project that will be designated for work under this Solicitation; and
5. Client project manager name, telephone number, and e-mail address. HRAP checks references by e-mail. Respondents who do not provide accurate e-mail addresses waive the right to have those references considered in the evaluation of their Solicitation Responses.

### MAJOR SUBCONTRACTOR INFORMATION

In addition to the requirements above, Respondent must identify any major subcontractors whom Respondent intends to utilize in performing fifty percent (50%) or more of the Project. Respondent must indicate whether or not Respondent holds any financial interest in any major subcontractor. It may be required as a condition of award that an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Respondent’s obligations under any contract awarded pursuant to this Solicitation.

Respondents are not permitted to award more than 50% of an award for an individual home to one subcontractor to perform the work onsite.

## LITIGATION HISTORY

Respondent must include in its Solicitation Response a complete disclosure of any actual or alleged breaches of contract, which have been asserted or claimed against it. In addition, Respondent must disclose any civil or criminal litigation or investigation pending at any point during the last three years to which Respondent is/was a party or in which Respondent has been judged guilty or liable. For each instance of litigation or investigation, Respondent shall list: basic case information (e.g., cause number/case number, venue information, names of parties, name of investigating entity); a description of claims alleged by or against Respondent or its parent, subsidiary, or other affiliate; for each resolved case, a description of the disposition of Respondent’s involvement (e.g., settled, dismissed, judgment entered, etc.).

Failure to comply with the terms of this provision may disqualify any Respondent. Solicitation Responses may be rejected based upon Respondent’s prior history with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor or significant failure(s) to meet contractual obligations.

If Respondent has no litigation history, as described above, it must so indicate in the appropriate section of the Solicitation Response.

## CONFLICTS

Respondent must disclose any potential conflict of interest it may have in providing the services described in this Solicitation, including all existing or prior business dealings resulting in such conflicts. Respondent must also disclose any such activities of affiliated or parent organizations and individuals who may be assigned to manage this account. If there are no conflicts, as described herein, Respondent must indicate same in the appropriate section of the Solicitation Response.

## Annual Report

If Respondent is an entity that is required to prepare audited financial statements, Respondent shall submit an annual report that includes:

1. Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement and balance sheet;
2. If applicable, last two years of consolidated statements for any holding companies or affiliates;
3. An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
4. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent’s financial ability to perform this contract.

If Respondent is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Respondent shall submit an annual report that includes:

1. Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement and balance sheet;
2. An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
3. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent’s financial ability to perform this contract;

**OR**

1. Other financial information sufficient for the Program, in its sole judgement, to determine if Respondent is financially solvent and adequately capitalized.

## Safety Information

Respondent must provide its workers’ compensation experience modification rate (EMR) for the last five years. Respondent shall submit this information on its insurance carrier’s letterhead, signed by the carrier. Respondent must also provide the name and job title of the person in its organization that manages its safety program, and a description of that program. A copy of Respondent’s safety manual may also be required. The safety manual will become part of the Contract if your Solicitation Response is selected.

## Quality Control Program

Respondent must provide the name and job title of the person responsible for the Respondent’s quality control program, as well as a description of the quality control program. A copy of Respondent’s quality control manual may be required. The quality control manual will become part of the Contract if Respondent’s Solicitation Response is selected.

## Cost Control Program

Respondent is encouraged to suggest any possible cost reduction items to be taken into consideration prior to awarding a contract under this Solicitation. Respondent should include possible cost reduction items in their Narrative Proposal and provide a full description of the alternative work and the estimated cost savings. In addition, Respondent should detail the necessity of any additional drawings, specifications, or revisions to the construction sequencing and schedule that may be needed as a result of the implementation of the cost saving measures.

## Warranty Program

Respondent must provide a description of their warranty program, including key personnel, and timeframes within which warranty complaints will be resolved.

## Non-Collusion Affidavit

The price and amount of any Solicitation Response must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Respondent, or prospective Respondent. Complementary proposals are illegal and prohibited. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion. Respondent must complete, sign, and notarize **Exhibit C**, *Non-Collusion Affidavit*, which will become part of the Narrative Proposal.

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# COST PROPOSAL

## Cost Proposal

Cost information must **not** be included with Respondent’s Narrative Proposal. Respondent must submit a Cost Proposal for the services described in this Solicitation. HRAP shall consider the Cost Proposals provided by Respondent(s) along with site-specific construction cost data to establish the cost benchmarks for each Project. These benchmarks shall be documented on the attached cost estimate forms. Respondent should submit pricing that is effective for all counties covered by this Solicitation.

### Reconstruction Projects:

HORNE has provided three sample sets of housing floor plans (2-bedroom, 3-bedroom, and 4-bedroom), attached hereto as **Exhibit F**. Respondent must provide Cost Proposals for the sample floor plans. These sample floor plans will only be used for developing program pricing per square foot. Actual homes to be constructed will be those submitted by contractors in response to this solicitation and approved by HRAP for construction.

Respondent shall submit the Cost Proposals on the provided Reconstruction Cost Estimate Form, which is attached hereto as **Exhibit D**. The pricing listed on the Reconstruction Cost Estimate Form shall include all of Respondent’s costs for completing the reconstruction, or new construction of the sample homes listed in **Exhibit D**, including all labor, profit, overhead, materials, tools, supplies, equipment, personnel, travel expenses, bonding and insurance, permitting, licensure, taxes, sales tax, and all other associated costs and incidental costs necessary to provide the products and services according to the minimum specifications, requirements, provisions, terms, and conditions set forth in this Solicitation. Note that Exhibit E has multiple tabs or worksheets included and respondents are required to also provide the site-specific costs requested on the second (2nd) worksheet.

Pricing for reasonable accommodations will be provided by contractor consistent with the definitions of each tier identified in Section 2, above.

### MHU Replacement Projects:

The policy of the program is to replace Hurricane Sally/Hurricane Zeta damaged MHUs with new MHUs with similar number of bedrooms and bathrooms as the damaged unit while addressing any overcrowding issues that may be present to the extent the program is able. To assist general contractors with obtaining units in the most timely manner possible, the program provides the following replacement guidance:

|  |  |  |  |
| --- | --- | --- | --- |
| **Applicant’s Damaged MHU Configuration** | **HRAP Replacement MHU Configuration** | **HRAP Size Range (Singlewide)** | **HRAP Size Range (Doublewide)** |
| 2 bedroom or fewer; any number of bathrooms | 2 BR/2BA | 750 – 900 sq feet | 1000 -1250 sq feet |
| 3 bedroom; any number of bathrooms | 3 BR/2BA | 1000 – 1200 sq feet | 1250 – 1500 sq feet |
| 4 bedrooms; any number of bathrooms | 4BR / 2 BA | 1000 – 1200 sq feet | 1400 – 1800 sq feet |
| 5 or more bedrooms; any number of bathrooms | 4BR / 2 BA | NA | 1400 – 1800 sq feet |

Respondent will provide floor plans for both single-wide and double-wide MHU configurations in the following layouts within the square footage ranges provided in the table above:

* 2-bedroom / 2-bathroom;
* 3-bedroom / 2-bathroom, and;
* 4-bedroom / 2-bathroom.

The Program desires to establish “all inclusive” MHU price per square foot for the replacement of storm damaged MHUs. The “all inclusive” pricing provided by each respondent will be inclusive of the following activities:

* All required permits and fees;
* Disconnection of all utilities;
* Demolition and disposal of the existing storm damaged unit in an approved facility;
* Sitework and grading required to install new MHU;
* Purchase of a new HUD Certified MHU;
* All appliances shall be energy-star rated and shall include a refrigerator/freezer, oven/stove, and water heater;
* Hauling of the new MHU to the applicant address;
* Installation of the new MHU to the applicant address in accordance with program and code requirements;
* Skirting;
* Connection of all appliances and central HVAC system (mini-split units will not be allowed);
* GC testing of all mechanical, electrical, and plumbing systems;
* Installation of 2 hose bibs (spigots);
* Reconnection of all utilities;
* All required code inspections;
* Fill dirt to be provided as required to construct MHU pad and to ensure proper site drainage;
* Placement of 4 pallets of sod;
* Completion of all required program inspections;
* Title work;
  + - * New title for the new MHU must be issued in the applicant’s name prior to requesting program final inspection;
* Certificate of Occupancy required prior to key turnover;
* Warranty requirements as stated in GC contract;
* All costs for overhead, profit, taxes, sales tax, labor, materials, tools, supplies, equipment, personnel, travel expenses, bonding/insurance, licensure and all other associated and incidental costs necessary to provide the products and services according to the specifications, requirements, provisions, terms and conditions set forth within the contract;
* Any costs for surveys and elevation certificates are included in the all-inclusive price.

Square footage of the units will be measured from outside wall to outside wall and will not include eaves or trailer tongue dimensions.

Pricing for “wheelchair friendly” units will also be required. “Wheelchair friendly” terminology is used in this instance knowing that each manufacturer refers to these units differently. This site-specific cost will include widened doorways, low threshold shower, shower wand (on an accessible rail), shower seat, and a comfort height toilet with grab bars. The unit is required to have unobstructed access into/out of the unit and to the kitchen, bathroom, and at least one bedroom.

Respondents are to provide all-inclusive prices for MHU projects on the attached Exhibit E – MHU Cost Estimate Form. Note that Exhibit E has multiple tabs or worksheets included and respondents are required to also provide the site specific costs requested on the second (2nd) worksheet.

### Rehabilitation Projects:

Rehabilitation projects will be estimated through the use of an industry standard cost estimating software program, Xactimate. Xactimate estimates will be provided to the contractors for rehabilitation projects at the time of the assignment. General contractors will be required to conduct site visits prior to initiating construction activities to ensure the scope of work is complete and accurate without doing any destructive testing. Costs in Xactimate will not include contractor overhead and profit. Contractors, as part of their bid response, are required to propose their combined overhead and profit rate to be provided on top of approved Xactimate cost estimates. The combined overhead and profit rate is not to exceed 30% in any circumstance.

NOTE: Respondent must provide one pricing-redacted set of Cost Proposal forms and include the set in the Narrative Proposal. All pricing information must be removed or obscured. The pricing-redacted forms will be used for evaluating the clarity and completeness of the Solicitation Responses.

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# TERMS, CONDITIONS AND EXCEPTIONS

## General Conditions

### Amendment

HORNE reserves the right to alter, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to the award, if HORNE determines it is in the best interest of the Program.

### Informalities

HORNE reserves the right to waive informalities and irregularities in any Solicitation Response received.

### Rejection

HORNE reserves the right to reject any or all Solicitation Responses received prior to contract award.

### Irregularities

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the point-of-contact listed in Section 3.2.1 as soon as possible, so that corrective addenda may be furnished to prospective Respondents.

### Offer Period

Solicitation Responses shall be binding for a period of 90 days after they are opened. Respondent may extend the time for which their Solicitation Response will be honored. Upon contract execution, prices agreed upon by the Respondent are an irrevocable offer for the term of the contract and any contract extension(s). No other costs, rates or fees shall be payable to the Respondent unless expressly agreed upon in writing by HORNE.

### Contract Responsibility

Respondent shall be solely responsible for the performance of all contractual obligations that may result from an award based on this Solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its subcontractors.

### Public Disclosure

Respondent is prohibited from advertising that it is doing business with HORNE or use a contract resulting from this Solicitation as a marketing or sales tool without prior written consent of HORNE. Furthermore, Respondent may not distribute or disclose this Solicitation to any other vendors or companies without permission from HORNE.

### Remedies

All remedies available to HORNE for breach or anticipatory breach of any contract that results from this Solicitation are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. HORNE may exercise any available legal or equitable remedy.

## INSURANCE

### Required Coverages

For the duration of any contract resulting from this Solicitation, Respondent shall acquire insurance, bonds, or both, with financially sound and reputable independent insurers, in the type and amount listed in Exhibit B Sample Contract. The required coverage is to be with companies licensed in the state of Alabama, with an “A” rating from A.M. Best, authorized to provide the corresponding coverage and must be listed in the Department of the Treasury's Listing of Certified Companies. Work on any contract shall not begin until after Respondent has submitted acceptable evidence of insurance. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract. Respondent shall submit acceptable evidence of insurance and bonds not later than seven days following the effective date of a Contract.

### Alternative Insurability

Notwithstanding the preceding, HORNE reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies customarily required. It will be Respondent’s responsibility to recommend to HORNE alternative methods of insuring the contract. Any alternatives proposed by Respondent should be accompanied by a detailed explanation regarding Respondent’s inability to obtain the required insurance and/or bonds. HORNE shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

## Protest

Any Respondent unsuccessful or aggrieved in connection with this Solicitation may file a protest by emailing Kelly.Huck@horne.com within fourteen (14) days of the award.

## Contract Terms and Solicitation Acceptance

HORNE reserves the right to negotiate final contract terms with any selected Respondent; however, **Exhibit B**, *Sample Contract* is provided as a courtesy to Respondents interested in responding to this Solicitation. Please review the terms and conditions in the sample contract, as they are the standard contract documents used by HORNE for the services requested herein. The terms and conditions in **Exhibit B** are subject to change prior to the execution of any contract that may result from this Solicitation.

1. 24 CFR 58.22(a) Neither a recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in § 58.1(b) on an activity or project until HUD or the state has approved the recipient's RROF and the related certification from the responsible entity. In addition, until the RROF and the related certification have been approved, neither a recipient nor any participant in the development process may commit non-HUD funds on or undertake an activity or project under a program listed in § 58.1(b) if the activity or project would have an adverse environmental impact or **limit the choice of reasonable alternatives.** [↑](#footnote-ref-2)
2. If the applicant requests a reasonable accommodation for the bathroom, the reasonable accommodation will be installed in the bathroom with adequate turning radius for a wheelchair, unless otherwise specified on the Verification of Disability Form. [↑](#footnote-ref-3)
3. If a bathroom is removed for scope reduction this may vary. [↑](#footnote-ref-4)