

RFP Document

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INTRODUCTION

The Housing Authority of the City of New Smyrna Beach (hereinafter, "HANSB") is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families, within the City of New Smyrna Beach FL. The HANSB is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the HANSB's procurement policy.

Currently, the HASNB owns and/or manages: (a) 4 multi-family apartment complexes totaling 126 units; The HANSB currently has approximately 8 employees.

In keeping with its mandate to provide efficient and effective services, the HANSB is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services to the HANSB. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

RFP INFORMATION AT A GLANCE

[Table No. 2]

HANSB CONTACT PERSON	Teresa Pope, Telephone (386)-428-8171
HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	1. Access www.newsmyrnahousing.com 2. Click on the "RFQ/RFP" button in the upper left side. 3. Follow the listed directions.
PRE-PROPOSAL CONFERENCE	22 nd , June, 2017 at 10:00am 1101 S. Dixie Freeway, New Smyrna Beach FL 32168
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	1. As directed within Section 3.2.1 of the RFP document, submit certain required financial information where provided. 2. As instructed within Section 3.0 of the RFP document, submit 3 copies of your "hard copy" proposal to the HANSB Main office.
PROPOSAL SUBMITAL RETURN & DEADLINE	27th, June, 2017 - 12:00pm HANSB - Main Office 1101 S. Dixie Freeway, New Smyrna Beach, FL 32168
ANTICIPATED APPROVAL BY HANSB BOARD OF COMMISSIONERS	10th, July, 2017 HANSB - Main Office 1101 S. Dixie Freeway, New Smyrna Beach, FL 32168

1.0 HANSB'S RESERVATION OF RIGHTS:

- 1.1 The HANSB reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HANSB to be in its best interests.
- 1.2 The HANSB reserves the right not to award a contract pursuant to this RFP.
- 1.3 The HANSB reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).

- 1.4 The HANSB reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 The HANSB reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HANSB Contracting Officer (CO).
- 1.6 The HANSB reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7 The HANSB reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 The HANSB shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 The HANSB shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the www.newsmyrnahousing.com Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HANSB that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HANSB, but not the prospective proposer, of any responsibility pertaining to such issue.

- 2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S):** The HANSB is seeking proposals from qualified, licensed and bonded entities to provide the following detailed services at the housing sites listed herein:
- 2.1 General:** It is the intent of the HANSB to retain a contractor to, pursuant to the requirements of this RFP and the ensuing contract, perform various pest control services; including (a) pest control; (b) bed bugs; and (c) pigeon control. The contractor shall coordinate all work through and with the designated HANSB contact person.
- 2.2 Lot No. 1, Pest Control Services:** The pest control services proposed shall consist of both initial service and monthly service. It is the HANSB's impression that the treatment will include the application of a paste product in the interior, granular product to the exterior and a spray product to both the interior and exterior monthly. The HANSB realizes that the following noted guarantees are contingent upon all units within a building being treated within the same general period of time. All materials used shall be EPA-approved.
- 2.2.1 Pest Control-Paste Treatment:** The product applied shall be MRF 2000 or an "equal" or "same as" product. Each proposer shall enter where provided on Attachment __ all requested information pertaining to the proposed paste product(s) that he/she proposes to use (please note that the applicable manufacturer's specifications sheets and MSDS sheets will be required from the successful proposer). It is the HANSB's understanding that this product is primarily for the control of German roaches. The paste shall be applied every 6 months in all rooms of the unit/area and shall be guaranteed for an equal period of time after application. As a part of the paste treatment process, the interior areas of the building not pasted (i.e. hallways) shall be sprayed in such a manner so as to not negate the paste process. A log, in a form developed by the contractor and approved by the HANSB, shall be maintained by the contractor and shall be delivered to the HANSB contact person within one-workday of the service.
- 2.2.2 Pest Control-Granular Treatment:** The products applied shall be Cob #5g, or an "equal" or "same as" product. Each proposer shall enter where provided on Attachment __ all requested information pertaining to the proposed paste product(s) that he/she proposes to use (please note that the applicable manufacturer's specifications sheets and MSDS sheets will be required from the successful proposer). It is the HANSB's understanding that this product is primarily for the control of ants and spiders. The products shall be applied once every 6 months in all developments and shall be guaranteed for an equal period of time.
- 2.2.3 Recluse Spiders:** Initial service to include spraying, fogging harborage areas such as closets and under beds; dusting baseboards, wall outlets, attics, crawl spaces and any wall voids; and placing insect monitoring traps throughout the entire unit.

- 2.3 **Lot No. 2, Bed Bug Services:** The services proposed shall include treatment to all box springs and mattresses seams and cuffs; removal of dust covers on box springs and treat, then reattach; treatment to all furniture; including, but not limited to: end tables; night stands; dressers; pictures; clocks; etc.; and any follow-up needed within 14 days after the initial service.
- 2.4 **Lot No. 3, Pigeon Control:** The product applied shall be Avitrol or an approved "equal" or "same as" product. Each proposer shall enter where provided on Attachment __ all requested information pertaining to the proposed pigeon control product(s) that he/she proposes to use (please note that the applicable manufacturer's specifications sheets and MSDS sheets will be required from the successful proposer). All baiting sites must be where children cannot reasonably get to them and shall be monitored by the contractor at least daily. It is the HANSB's understanding that the baiting process will typically last 3-4 weeks, and during this process the contractor will be on the premises during that time to remove affected pigeons from the property, interior and adjacent streets, surrounding neighborhoods and schools and from the HANSB buildings. Further, the HANSB will require the contractor to provide timely follow-up service to ensure that the pigeons do not return. The contractor shall apply any product used in such a manner that neither the contractor nor the product affects the sealed condition of any roof, either from rain or any other weather-related conditions. Any damage resulting from such application will be the responsibility of the contractor to repair/replace to meet specifications for weather-tightness. The contractor shall not leave Avitrol or other product used in any attic crawl space. The contractor shall notify the HANSB contact person, in writing, in a timely manner, of any HANSB maintenance problem which does or may contribute to pigeon infestation.
- 2.5 **General Treatments:** It shall be the responsibility of the contractor to notify the designated HANSB contact, in writing, at least 10 days prior to the treatment date, of any regularly scheduled treatment. Such notice shall state the day, time and specifics of the intended treatment, and shall be contingent upon the approval of that HANSB manager(s). The contractor shall keep the manager fully informed of all pertinent issues during the treatment process, and shall submit, in writing, within 3 work days of discovery of such, notice of any and all problems relating to the treatment process or of any note-worthy conditions within the development that pertain to or affect the pest control treatment process. At the completion of each treatment the contractor shall obtain the signature of the HANSB manager on the contractor's work order form, thus affirming that all work listed thereon was completed to the manager's satisfaction. A copy of this form shall be submitted by the contractor along with the billing invoice the contractor submits to the HANSB accounts payable office for payment.
- 2.6 **Vacancy Treatment:** The HANSB may, from time-to-time, negate the effectiveness of the pest control treatment in a unit by painting over the treated areas. The HANSB shall retain the right to require the contractor to return to any such unit or area and again provide the treatment at the applicable unit price proposed for that unit/area.

- 2.7 **Clean-out Charges:** On a unit by unit basis, the HANSB will consider extra charges from the contractor for required treatment of a unit that may be extraordinarily infected. Such charges will be agreed upon by the HANSB and the contractor prior to the contractor beginning such service.
- 2.8 **Call-back Response:** The contractor shall, if directed by the designated HANSB representative, respond to the site within 1 work day of being notified that corrections need to be made. All "call-backs" and ensuing additional treatment(s) during any guarantee period shall be at "no charge" to the HANSB, unless an action by the HANSB or an HANSB resident (i.e. denied entry; poor housekeeping; etc.), documented by the contractor at the original time of occurrence and delivered to the HANSB in a timely manner, precluded the contractor from being able to guarantee the original service—in this case the contractor shall be entitled to additional payment for the additional service.
- 2.9 **Additional Services:** It is possible that during the term of the ensuing contract the HANSB may have need of additional services from the contractor that have not been detailed herein or within the ensuing contract. Such work shall be calculated through mutual negotiation, using the information submitted by the contractor, including the proposed fees submitted by the contractor.
- 2.10 **Current Contractor:** The HANSB's current contractor for these services is Florida Pest Control, of Daytona Beach, FL who was retained in October 2011.

3.0 PROPOSAL FORMAT:

3.1 **Tabbed Proposal Submittal:** The HANSB intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the HANSB will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the HANSB can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HANSB has published herein or has issued by addendum.

[Table No. 3]

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal: This Form is attached hereto as Attachment A to this RFP document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract:</i> This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	Profile of Firm Form: The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services: As more fully detailed within Section 2.0, <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer’s Demonstrated Understanding of the HANSB’s Requirements.
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer’s Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the proposer’s proposed Work Plan to provide the required services.
3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer’s Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer’s Demonstrated Experience in performing similar

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		work and the proposer's Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
3.1.4.5		If appropriate, how staff are retained, screened, trained and monitored;
3.1.4.6		The proposed quality control program;
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.);
3.1.4.8		A fully completed copy of Attachment H, Proposed Products to be Utilized.
3.1.5	5	Managerial Capacity/Financial Viability: The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm.
3.1.6	6	Client Information: The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided;
3.1.7	7	Equal Employment Opportunity: The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.
3.1.8	8	Subcontractor/Joint Venture Information (Optional Item): The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	9	Section 3 Business Preference Documentation (Optional Item): For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.
3.1.10	10	Other Information (Optional Item): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HANSB in its evaluation.

3.1.11 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

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

3.2 **Entry of Proposed Fees:** The proposed fees shall be submitted by the proposer and received by the HANSB where provided. Do not submit, enter or refer to any fees or costs within the 10-tab "hard copy" proposal submittal detailed within Section 3.0—any proposer that does so may be rejected without further consideration. The System will automatically calculate the listed/entered quantities multiplied by the proposed unit fees entered. A proposer must enter a proposed fee for each item—a "No Proposal" will not be allowed for any item, though a "No Charge" will be allowed for certain items. The proposed fees submitted by each proposer are inclusive of all necessary costs to provide the proposed services not otherwise provided for herein, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; etc.

[Table No. 4]

RFP Section	Item No.	Qty	U/M	Description
3.2.1				Lot No. 1: Pest Control Services
3.2.1.1	1	4	Units	Initial Treatment: 0-bedroom (Studio)
3.2.1.2	2	34	Units	Initial Treatment: 1-bedroom
3.2.1.3	3	36	Units	Initial Treatment: 2-bedroom
3.2.1.4	4	35	Units	Initial Treatment: 3-bedroom
3.2.1.5	5	14	Units	Initial Treatment: 4-bedroom
3.2.1.6	6	3	Units	Initial Treatment: 5-bedroom
3.2.1.7	7	00	Units	Monthly Treatment: 0-bedroom (Studio)
3.2.1.8	8	00	Units	Monthly Treatment: 1-bedroom
3.2.1.9	9	00	Units	Monthly Treatment: 2-bedroom
3.2.1.10	10	00	Units	Monthly Treatment: 3-bedroom
3.2.1.11	11	00	Units	Monthly Treatment: 4-bedroom
3.2.1.12	12	00	Units	Monthly Treatment: 5-bedroom
3.2.2				Lot No. 2: Bed Bug Services
3.2.2.1	13	4	Units	0-bedroom (Studio)
3.2.2.2	14	34	Units	1-bedroom
3.2.2.3	15	36	Units	2-bedroom
3.2.2.4	16	35	Units	3-bedroom
3.2.2.5	17	14	Units	4-bedroom
3.2.2.6	18	3	Units	5-bedroom
3.2.3				Lot No. 3: Pigeon Control Services

3.2.3.1	19	12	Months	Development : Not Required
3.2.3.2	20	12	Months	Development : Not Required
3.2.3.3	21	12	Months	Development : Not Required
3.2.3.4	22	12	Months	Development : Not Required
3.2.3.5	23	12	Months	Development : Not Required
3.2.3.6	24	12	Months	Development : Not Required
3.2.3.7	25	12	Months	Development : Not Required
3.2.4				Lot No. 4: Additional Potential Labor
3.2.4.1	26	20	Hours	Supervisor
3.2.4.2	27	50	Hours	Technician

3.3 Additional Information Pertaining to the Pricing Items:

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

3.3.2 Pertaining to the Additional Potential Labor, Pricing Items No. 26-27): These Pricing Items are for work that the HANSB may require that is not already specifically identified within Pricing Items No.'s 1-25.

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

3.3.2.2 Technician: The contractor's assigned skilled staff person who typically performs the required work.

3.3.2.3 Assumption: It shall be the HANSB's assumption that the successful proposer has based his/her proposed pricing for Pricing Items No. 1-25 upon the proposed hourly rates submitted by the proposer for Pricing Items No. 26-27 (and by submitting a proposal in response to this RFP, the successful proposer automatically agrees that such is accurate). Accordingly, the HANSB may use such assumption, if necessary,

to do any lump-sum proposal breakdown calculations during the term of the ensuing contract.

- 3.3.4 Price Escalation:** At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar (a) State of Florida Prevailing Wage Rates, (b) Davis-Bacon Wage Rates, or (c) HUD Maintenance Wage Rate Determination (MWRD) for the HANSB (either used at the HANSB's discretion). For example, if, at the end of the first contract period the listed Prevailing/Davis-Bacon/MWRD wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will be entitled to a 5% increase in the labor rates that he/she submitted in response to this RFP. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.
- 3.3.4.1 Notification Must Be Received From the Contractor:** The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.
- 3.3.5 Overtime:** Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The HANSB shall consider regular-time to be Monday-Friday (excluding holidays), 8:00am - 5:00pm. Accordingly, the HANSB will pay a rate of 1.5 of the listed hourly rates within Pricing Items No. 26-27 (or any increased rate that increased per Section 3.3.4 herein) for any work the HANSB requires the successful proposer to work specifically during non-regular-time hours (however, the HANSB shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular-time hours).
- 3.3.6 HUD Maintenance Wage Rates Determination (MWRD):** HUD has determined that the HANSB must ensure that contractors do not pay its employees that perform such work for the HANSB at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a proposal, each proposer is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within the following Table No. 5. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the contractor will not be required to submit certified payrolls; however, the contractor must make its payroll records available to either the HANSB or HUD on request, and failure on the part of the contractor to comply with this requirement will be the sole responsibility of the contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the contractor's failure to comply.

[Table No. 5]

RFP Section	Classification	HUD-Determined Rate
3.3.8.1	Building Maintenance Person I	\$14.52
3.3.8.2	Building Maintenance Person II	\$15.35

3.4 **Proposal Submission:** All pricing must be entered where provided within the noted Internet System and all “hard copy” proposals must be submitted and time-stamped received in the designated HANSB office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked “ORIGINAL”) and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the “hard copy” proposal submittal, shall be placed unfolded in a sealed package and addressed to:

The Housing Authority of the City of New Smyrna Beach
 Attention: Teresa Pope
 Executive Director
 1101 S. Dixie Freeway
 New Smyrna Beach, FL 32168

The package exterior must clearly denote the above noted RFP number and must have the proposer’s name and return address. Proposals received after the published deadline will not be accepted.

3.4.1 **Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HANSB by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the HANSB decides that any such entry has not changed the intent of the proposal that the HANSB intended to receive, the HANSB may accept the proposal and the proposal shall be considered by the HANSB as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System, registering and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the HANSB delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

3.4.1 **Submission Responsibilities:** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HANSB, including the RFP document, the documents listed within the following Section 3.7, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her

agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the HANSB requirements contained within the documents may cause that proposer to not be considered for award.

3.5 Proposer's Responsibilities—Contact With the HANSB: It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CO only. Proposers must not make inquiry or communicate with any other HANSB staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the HANSB to not consider a proposal submittal received from any proposer who may has not abided by this directive.

3.5.1 Addendums: All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the HANSB and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

3.6 Pre-proposal Conference: The scheduled pre-proposal conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective proposers have previously responded to an RFP with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference the HANSB will conduct an overview of the RFP documents, including the attachments. Prospective proposers may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the RFP documents, attendees should bring a copy of the RFP documents to this conference; however, the HANSB *will not* distribute at this conference any copies of the RFP documents.

3.6.1 General Directions to the Pre-proposal Conference:

[Table No. 6]

RFP	
Section	Direction
3.6.1.1	Take I 95 - to SR 44 East
3.6.1.2	SR 44 East - S. Dixie Freeway - Turn Right
3.6.1.2	Enter 1101 S. Dixie Freeway.

3.7 Recap of Attachments: It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

[Table No. 7]

RFP		
Section	Attachment	Attachment Description
3.7.1	A	Form of Proposal
3.7.2	B	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.7.3	C	Profile of Firm Form
3.7.4	D	Section 3 Forms, including explanation
3.7.5	E	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.7.6	F	HANSB <i>Instructions To Proposers & Contractors</i>
3.7.7	G	HANSB Sample Contract Form (please note that this contract is being given as a sample only—the HANSB reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HANSB feels it is in its best interests to do so)
3.7.7.1	G-1	Form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
3.7.7.2	G-2	Form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
3.7.8	H	Proposed Products to be Utilized
3.7.9	I	List of HANSB Developments

4.0 PROPOSAL EVALUATION:

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

[Table No. 8]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	60 points	Objective	The PROPOSED COSTS the proposer proposes to charge the HANSB to complete the required work.
2	10 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the REQUIREMENT ;
3	10 points	Subjective (Technical)	The APPROPRIATENESS of the TECHNICAL APPROACH (including labor categories, estimated hours and skill mix) and the QUALITY of the WORK PLAN .
4	5 points	Subjective (Technical)	The proposer's TECHNICAL CAPABILITIES (in terms of personnel, equipment and materials) and the MANAGEMENT PLAN (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
5	10 points	Subjective (Technical)	The proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
6	5 points	Subjective (Technical)	The OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
	100 points	100 points	Total Points (other than preference points)

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

[Table No. 8a]

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

4.2 Evaluation Method:

- 4.2.1 **Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The HANSB reserves the right to reject any proposals deemed by the HANSB not minimally responsive (the HANSB will notify such firms in writing of any such rejection).
- 4.2.2 **Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents:
- 4.2.2.1 Instructions to Evaluators;
 - 4.2.2.2 Proposal Tabulation Form;
 - 4.2.2.3 Written Narrative Justification Form for each proposer;
 - 4.2.2.4 Recap of each proposer's responsiveness;
 - 4.2.2.5 Copy of all pertinent RFP documents.
- 4.2.3 **Evaluation Committee:** The HANSB anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive "hard copy" proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.5 of this document, the designated CO is the only person at the HANSB that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 **Evaluation:** The CO will evaluate and award points pertaining to Evaluation Factors No. 1 and 7 (the "Objective" Factors). The appointed evaluation committee, independent of the CO or any other person at the HANSB, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, 4, 5 and 6 (the "Subjective" Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
- 4.2.5 **Potential "Competitive Range" or "Best and Finals" Negotiations:** The HANSB reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the HANSB in a timely manner as possible, but in any case within no longer than 10

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

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

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

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

4.2.7 Award Recommendation: It is anticipated that the final rankings will be forwarded to the HANSB Board of Commissioners (BOC) at a regularly scheduled board meeting for approval. The HANSB BOC will then make its determination as to whether or not to follow the evaluation committee's recommendation. Contract price negotiations may, at the HANSB's option, be conducted prior to or after the BOC approval.

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

4.2.8.1 Which proposer received the award;

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

4.2.8.3 The cost or financial offers received from each proposer;

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

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

5.0 CONTRACT AWARD:

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

5.1.1 By completing, executing and submitting the Form of Proposal, Attachment A, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HANSB, in hard copy," including the contract clauses already attached as Attachments G, G-1, and G-2. Accordingly, the HANSB has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HANSB pursuant to this RFP:

5.2.1 **Contract Form:** The HANSB will not execute a contract on the successful proposer's form--contracts will only be executed on the HANSB form (please see Sample Contract, Attachments G, G-1, and G-2), and by submitting a proposal the successful proposer agrees to do so (please note that the HANSB reserves the right to amend this form as the HANSB deems necessary). However, the HANSB will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the HANSB to do so; but the failure of the HANSB to include such clauses does not give the successful proposer the right to refuse to execute the HANSB's contract form. It is the responsibility of each prospective proposer to notify the HANSB, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HANSB will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the HANSB's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.1.1 Please note that the HANSB has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

5.2.2 **Assignment of Personnel:** The HANSB shall retain the right to demand and receive a change in personnel assigned to the work if the HANSB believes that such change is in the best interest of the HANSB and the completion of the contracted work.

5.2.3 **Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the HANSB, or may result in the full or partial forfeiture of

funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO.

- 5.3 **Contract Period:** The HANSB anticipates that it will initially award a contract for the period of 1 year with the option, at the HANSB's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.
- 5.4 **Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:
- 5.4.1 An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;
 - 5.4.2 An original certificate evidencing General Liability coverage, naming the HANSB as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HANSB as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$2,000;
 - 5.4.3 An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000), with a deductible of not greater than \$2,000;
 - 5.4.4 An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
 - 5.4.5 A copy of the proposer's business license allowing that entity to provide such services within the County of Volusia Florida;
 - 5.4.6 If applicable, a copy of the proposer's license issued by the State of Florida licensing authority allowing the proposer to provide the services detailed herein.
 - 5.4.7 The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the successful proposer prior to contract execution).

- 5.5 **Right To Negotiate Final Fees:** The HANSB shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the HANSB's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HANSB has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the HANSB shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The HANSB shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).
- 5.6 **Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

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