



REQUEST  
FOR  
PROPOSALS

RFP # 24-002-P

Information Technology Services

March 5, 2024



Date: March 5, 2024  
Project Title: Information Technology Services  
Delivery Date/Time: April 16, 2024, 10:00 a.m. (local time)  
TO: Qualified Firms  
SUBJECT: Request for Proposals (RFP) # 24-002-P

The St. Petersburg Housing Authority (SPHA), St. Petersburg, Florida, is seeking proposals from qualified responsible firms (the ‘Respondent’ or ‘Proposer’ or ‘Firm’) to provide management, support and maintenance of information systems, software and hardware and other IT related functions, including on-site technical support, remote managed services, software and hardware upgrades, updates and consultation for SPHA in accordance with the requirements of the U.S. Department of Housing and Urban Development (HUD).

Proposals shall be submitted to SPHA, 2001 Gandy Blvd N., St. Petersburg, Florida 33702, and Attention: Carolyn Avington. Proposals must be sealed in a mailer/large envelope, box or container. SPHA will not accept any proposal in part or in whole through any other means. Proposals will be accepted until 10:00 AM (local time), Tuesday, April 16, 2024. Clock at the front desk will be used for determining time, and all packages will be date and time stamped.

A pre-proposal conference will not be held. Written Requests for Information will be accepted until March 28, 2024 by 5:00 p.m.

Any Proposal received after the specified time and date will not be considered. All Proposals must be received and time-date stamped by an SPHA employee, at the address listed above, on or before the above specified time and date. If you choose to mail in your Proposal, it must be mailed return receipt requested and arrive by the specified time, regardless of the postmark date.

By submission of a Proposal the Offeror agrees, if its Proposal is accepted, to enter into a contract with the Housing Authority to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in the attached RFP #24-002-P. Proposer further accepts all of the terms and conditions of the RFP.

Proposals should be prepared in accordance with instructions contained within the RFP and will remain valid for 120 days. SPHA will not be liable for any costs incurred in the preparation of proposals. Proposals shall be evaluated by SPHA as stated in the evaluation factors noted in the RFP. Oral presentations, if deemed necessary by SPHA, will be scheduled at a mutually agreeable date and time. SPHA reserves the right to request additional information concerning any and/or all Proposals submitted. A request for additional information may be e-mailed or faxed within 48 hours of the stated deadline for submission of additional information. **NOTE: SPHA reserves the right to reject any or all proposals if such action is in the best interest of the housing authority and to waive any and all informalities and minor irregularities, at its sole discretion. SPHA reserves the right to cancel this solicitation for any reason it deems is in the best interest of the agency.**

Questions regarding the attached RFP should be directed to Carolyn Avington at (727) 323-3171 ext. 240.

Sincerely,  
Michael Lundy, Chief Executive Officer

ADVERTISEMENT

REQUEST FOR PROPOSAL

**RFP # 24-002-P**  
**Information Technology Services**

The St. Petersburg Housing Authority (SPHA), St. Petersburg, Florida, seeks proposals from IT firms to provide comprehensive management, support and maintenance of information systems, software and hardware and other IT related functions in accordance with the requirements of the U.S. Department of Housing and Urban Development (HUD).

**PROPOSED SCHEDULE**

- March 3, 2024**  
**March 24, 2024**                      **Advertise Request for Proposals**
- March 5, 2024**                      **Request for Proposal Documents Available**
- March 28, 2024**                      **Deadline to Submit Questions, 5:00 p.m. local time**
- April 16, 2024**                      **Proposals are due by 10:00 a.m. local time**

**SPHA RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION CONCERNING ANY AND/OR ALL PROPOSALS SUBMITTED.**

The solicitation is available at the Housing Agency Marketplace at [www.housingagencymarketplace.com](http://www.housingagencymarketplace.com). Registering is free. **All information regarding the solicitation will be posted on the electronic sourcing platform.**

Proposals should be prepared in accordance with instructions contained within the RFP and will remain valid for 120 days. SPHA RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS IF SUCH ACTION IS IN THE BEST INTEREST OF THE HOUSING AUTHORITY AND TO WAIVE ANY AND ALL INFORMALITIES AND MINOR IRREGULARITIES. SPHA RESERVES THE RIGHT TO CANCEL THIS SOLICITATION FOR ANY REASON IT DEEMS IS IN THE BEST INTEREST OF THE AGENCY.

Michael Lundy, Chief Executive Officer

The Authority is an Equal Employment Opportunity Employer

## TABLE OF CONTENTS

Page #

INTRODUCTION	NOTICE OF INTENT	5
SECTION A	TERM OF CONTRACT	5
SECTION B	SCOPE OF WORK	6
SECTION C	PROPOSAL EVALUATION	12
SECTION D	DUE DATE OF PROPOSAL & CONTRACT AWARD	16
SECTION E	INSTRUCTIONS TO PROPOSERS	17
SECTION F	REQUIRED CERTIFICATIONS	18
SECTION G	MANDATORY CLAUSES	21
SECTION H	INSURANCE	21
SECTION I	SUBMISSION REQUIREMENTS	24
SECTION J	MBE/WBE/SBE PARTICIPATION	27
SECTION K	LIST OF ATTACHMENTS	28

### EXHIBITS

- A. Profile of Firm & Proposer's Information Sheet
- B. Proposer Compliance Form
- C. HUD Form 5369-B, Instructions to Offerors Non-Construction
- D. HUD Form 5369-C, Certifications and Representations of Offerors Non-Construction Contract
- E. HUD Form 5370-C, General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)
- F. E-Verify Affidavit
- G. Non-Construction Respondent's Certification of Record of Previous Participation in Federal, State or Local Government Funded Contracts
- H. Certification of Authorization to Execute Contract
- I. Business Utilization Plan
- J. Fee Proposal Form

**REQUEST FOR PROPOSALS**  
**RFP # 24-002-P**  
**Information Technology Services**

**NOTICE OF INTENT TO RECEIVE PROPOSALS**

In accordance with the U.S. Department of Housing and Urban Development (HUD) Handbook 7460.8 REV-2, Florida Statutes and with other applicable laws, the St. Petersburg Housing Authority (SPHA) seeks proposals from IT firms to provide comprehensive management, support and maintenance of information systems, software and hardware and other IT related functions.

**SECTION A**

A-1 Term/Type of Contract

The SPHA plans to award a requirements contract for 3 (three) base years with an option of 2 (two) subsequent one-year renewals at the discretion of SPHA, for a maximum contract period of 5 (five) years. Per the Annual Contributions Contract (ACC) between SPHA and HUD, SPHA may determine the term as it deems reasonable. SPHA reserves the right not to exercise the option year(s).

**SECTION B**

B-1 Background

The Housing Authority of the City of St. Petersburg, Florida (also known as the St. Petersburg Housing Authority) was created pursuant to Chapter 421, Florida Statutes for the purpose of providing decent, safe and sanitary housing to low-income residents of the City of St. Petersburg. Currently, SPHA owns and manages a variety of low-income and affordable housing units and administers Section 8 Housing Choice Vouchers along with supportive service programs for its residents. Together, these programs provide quality and sustainable housing opportunities for approximately 4,000 qualifying households.

A seven-person Board of Commissioners, authorized by the laws of the State of Florida, appointed by the Mayor, is responsible for the development of housing policy and the authorization of expenditures. SPHA's jurisdiction includes the City of St. Petersburg and extends in a ten-mile radius outside the City limits.

Founded in 1937, the St. Petersburg Housing Authority is one of the oldest housing authorities in the nation and is continually rated by the U.S. Department of Housing and Urban Development (HUD) as a "High Performing" agency.

Michael Lundy serves as the agency's Chief Executive Officer and Secretary of the Housing Authority's Board of Commissioners.

## B-2 Scope of Services

The St. Petersburg Housing Authority (SPHA) is requesting proposals from qualified, interested firms to provide comprehensive management, support and maintenance of information systems, software and hardware and other IT related functions, including on-site technical support, remote managed services, software and hardware upgrades, updates and consultation for SPHA.

The selected respondent, though its written proposal, will need to describe its approach to delivering the services, demonstrating appreciation for the key issues and stakeholders for achieving the objectives and for having an appropriate methodology and work plan for delivering the services within specified timeframes.

### A. **Minimum Qualifications**

The housing authority will only consider firms which possess the following qualifications/minimum threshold requirements:

1. On site response time of 6 – 8 hours for non-emergency work. 1-hour phone response; 2-hour remote management for standard, non-emergency work. Business hours shall be defined as 7:30 a.m. to 4:30 p.m., Monday thru Friday, SPHA holidays excluded.
2. Emergency response within 2 hours – onsite response for critical priority issues. 10-minute phone response; 30-minute remote management for critical priority issues. Emergency hours shall be defined as 24 hours a day, 7 days a week, including SPHA holidays.
3. 20-minute phone response; 45-minute remote management for urgent priority issues.
4. 24x7 contact support, including SPHA observed holidays. A return acknowledgement from the contractor, i.e., telephone call or email, does not constitute that remedial actions have commenced unless a work start time is provided and verified by SPHA's authorized representative. Emergency and standard work status shall be determined by SPHA's authorized representative.
5. Key personnel: Desktop Computer Engineer – 3 years installing and configuring desktop computers; LAN Engineer – 5 years installing and configuring LAN equipment; WAN Engineer – 5 years installing and configuring WAN equipment.
6. Adherence to all policies pursuant to the use of all information systems hardware and software.
7. Firm is licensed to do business in the State of Florida.
8. Contractor will ensure that at all times all persons assigned to perform services at SPHA have passed a police background (record) check. Absolutely no sexual offenders/predators are permitted on site. Additionally, no persons convicted of a felony are allowed to work on site under any circumstances.

### B. **Scope of Services**

The housing authority consists of a central office site with remote satellite locations connected to the main site via the Internet/VPN.

The housing authority uses software programs developed by HAB, Inc. (transitioning to MRI Property Management X in late 2024) to run federally subsidized and affordable housing programs in the locations listed below. Each location contains information systems infrastructure, hardware and software.

- Central Office – 2001 Gandy Blvd North, St. Petersburg, FL
- Disston Place Management Office – 3940 55<sup>th</sup> St. North, St. Petersburg, FL
- Jordan Park Apartments Management Office – 1245 Jordan Park St So, St. Petersburg, FL
- Jordan Park Maintenance Shop -
- The Legacy at Jordan Park – 2350 9<sup>th</sup> Ave So, St. Petersburg, FL
- The Legacy at JP Maintenance Shop -
- Sunset Oaks Management Office – 4848 21<sup>st</sup> Ave No, St. Petersburg, FL
- Clearview Maintenance Workshop -
- Select SPHA staff and Board of Commissioners’ home offices (laptops or desktops)
- *Properties and locations are subject to change pending real estate sales and relocations*

When additional properties are acquired by the Authority, IT services will be added via an addendum to the existing contract as agreed to between the parties. The cost of MIS (management information systems) services for additional properties shall not exceed the cost quoted in the existing contract for properties of similar size and MIS service requirements.

The selected Respondent will work closely with the Authority’s staff to provide the services as outlined in this RFP. Services are anticipated to possibly include, but are not limited to:

1. General

Contractor shall provide managed I.T. system support necessary to ensure the uninterrupted work of SPHA staff.

- a. Provide technology consultation and as-needed support, including monitor and repair of systems remotely to remedy server and network interruptions.
- b. Assist with system problem determination and resolution.
- c. Install application/system software and provide phone and onsite support. A return acknowledgement from the contractor, i.e., telephone call or email, does not constitute that remedial actions have commenced unless a work start time is provided and verified by SPHA staff representative. Emergency and standard work status shall be determined by the SPHA staff representative.
- d. Support for Windows 10 & 11 operating systems.
- e. Server support.
- f. Regular inspection of the network and file server.
- g. Networking support for switches and wireless access points, and VPN.

- h. Regular, periodic cleaning and testing of backups by restore of test files.
- i. Server Room temperature/air flow and rack monitoring.
- j. Server Room UPS equipment monitoring.
- k. Work with staff to assist with technological aspects of SPHA data storage and management software, electrical components, audio visual connections, video conferencing system, & audio recording software.
- l. Install, and repair existing and installed, hardware and software systems as directed by SPHA staff representative.

2. Security

Contractor shall provide security for the entire system, including a detailed disaster and disaster recovery plan – be specific.

- a. Interface with Homeland Security to secure SPHA network and its potential vulnerabilities.
- b. Work with SPHA staff regarding network breach preparedness and data backup and recovery.
- c. Maintain backup systems with offsite redundancy.
- d. Support for firewalls in place at all Authority sites, along with Continuous Data Protection and email security networking devices.
- e. Work with staff to offer services regarding building security, including camera surveillance and electronic entry.
- f. Security, virus and malware prevention; monitoring, removal and cleaning.
- g. Method of preventative cybersecurity measures such as security audits, penetration testing, spam reduction, and policy/training recommendations.
- h. Expected to have up-to-the-minute knowledge of new and/or better technologies to assist in keeping SPHA's information secure.
- i. Contractor should submit a statement clearly identifying respondent's confidentiality practices, including destruction practices, in place.

3. End-User Support

Contractor shall provide professional support to all desktop customers, support of end-user systems and productivity tools, and support for standard office automation software, as well as systems unique to SPHA.

- a. General IT hardware and software support for a central office environment of roughly 40 users; for the Disston Place satellite housing office of approximately 3 users; for the Sunset Oaks



satellite affordable housing office of 1 user; for the Jordan Park satellite housing office of approximately 8 users; for the Jordan Park maintenance office of 2 users; for the Legacy at JP office of approximately 3 users; for the Legacy at JP maintenance office of approximately 1 user; and, for the Clearview maintenance workshop of 1 user.

- b. Support for Windows 10 & 11, workstations and laptops including but not limited to HP devices.
- c. Support for Apple's MAC operating systems, including but not limited to iPad units.
- d. Printing support for Konica Minolta copiers and printers as well as other multifunction networked fax/copier/printer/scanners.
- e. Restoring files per client authorization.
- f. Software support for off the shelf vendors such as Microsoft Office, Adobe and Autocad, and numerous other specialized software applications are also in use.
- g. Software support and coordination with 3<sup>rd</sup> party vendors and open source software such as Dropbox and GoToMeeting.
- h. Provide end-user training for various technology as needed.

#### 4. Strategic Planning

Provide proactive IT leadership, i.e. anticipating issues before they occur and recommending solutions with related costs.

- a. With assistance of SPHA staff, conduct an annual inventory all IT related assets and make recommendations for improved Agency wide IT system performance.
- b. Support SPHA with future network infrastructure upgrades. Describe the methodology and approach Proposer will use to recommend applications, systems, technologies and software that are needed to improve the provision of IT services via an annual budget of such subscriptions and capital investments.
- c. Existing contracts and licensing for Internet service, websites, firewalls, antivirus and anti-spam, specialized software applications and other communications services will be honored through term and may be upgraded, changed or renewed after term at the discretion of the Authority's representative.
- d. Firm's analysis and opinions on the use of AI for IT operations (AIOps); how using AIOps may benefit SPHA's operational processes, efficiencies, automation of tasks and data driven decision making; identifying any cost savings and manual work minimization; and finally, how implementation of AIOps may affect improvements in SPHA's IT infrastructure.

#### 5. Staffing

Proposer will provide the services via personnel listed in their submitted proposal.

- a. Any changes in personnel working with SPHA will be subject to SPHA's prior review and approval.
- b. SPHA will consider industry recognized, additional qualifications in selecting a Respondent. If proposer has specialized credentials that SPHA should consider, list them.

6. Fees

Contractor should submit competitive costs for services.

- a. The proposer shall quote a fee for services on an hourly basis and based on a response time of 6 – 8 business hours for non-emergency work and within 2 hours for emergency work. Refer to Section B-2, Minimum Qualifications. Rates shall include all incidental expenses, including costs of telephone calls, document binding, filing fees, mailings, delivery and/or courier charges, copying, printing, renderings, maps, overhead, administration, travel and other costs and charges incurred by the Contractor or Contractor's subcontractors. Transportation to, from, and between sites is the responsibility of the Contractor.
- b. Rates will be calculated pursuant notification to the contractor of an issue by the Authority's representative or other designated staff with acknowledgement by the contractor and SPHA that actual remedial actions have commenced. Work performed must be well documented and invoices for such handed over to the SPHA in a timely manner.

7. Public Records

Assist SPHA in complying with public requests for access to records.

- a. Work with staff to efficiently and accurately respond to Public Records Requests as needed.
- b. Such assistance may be in public records key word searches through active and archived email and network files of current and former employees. Preserve original metadata of emails and network files while saving contents to electronic files.
- c. Vendor should indicate their familiarity level, if any, with Chapter 119, Florida Statutes, commonly known as Florida's "Public Records Law."

8. Current Technology

Serving all of SPHA

- a. Hardware
  - 6 Servers HP Proliant DL380 G7, Dell PowerEdge R630, Hyper-V VMs, Microsoft Windows 2016, 2012R2 and 2012
  - Approx. 50 Workstations, HP 400 G5 or similar Windows 10 Pro
  - 16+ laptops
- b. Specialized Software
  - HAB, Adobe PRO, Adobe Photoshop, Microsoft Office 2016 STD, Remote Access and Remote Scan.
- c. Server Software

- HAB, SQL, Microsoft Exchange, Hyper-V, Microsoft Active Directory, Microsoft Remote Desktop Services, Office 2016 for TS, GFI Languard, Mailstore Archiving, Acronis Backup, Security Access Software for Main Office, SonicWALL Analyzer, Vipre Endpoint Security, Filevision, Altaro VM Backup, Backup Exec 16, VPN and VPN-SSL Remote access unit.
  - d. Security
    - SonicWALL Firewalls, 4 Netgear Switches, DHS Vulnerability Scan and Reports.
  - e. Network Printers/Copiers
    - 2 Network Printers and 5 Copiers
9. Other  
Provide a comprehensive list of other service offerings that might be beneficial to SPHA.

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## SECTION C

### C-1 Evaluation Criteria

The evaluation of professional qualifications of the proposals will be based on the qualifications of the Proposer's firm, technical criteria, references and proposal evaluation scoring. Specific evaluation criteria to evaluate the technical qualifications of each offeror and their degree of importance and/or relative weight are numbered as Evaluation Factors 1 – 5, with a possible 100 points possible, excluding any bonus, and are as follows:

EVALUATION FACTOR #	SELECTION CRITERIA FACTOR TYPE/DESCRIPTION	MAX POINT VALUE
1	<p><u>Objective</u> The PROPOSED COSTS submitted by the proposer on the Fee Proposal. Include itemized pricing plus 5 years of maintenance and support costs. See also B-2 &amp; I-4</p>	20
2	<p><u>Subjective</u> The proposer's QUALIFICATIONS AND EXPERIENCE with delivery of services to small businesses, as outlined in Section B-2, Scope of Services.</p> <p>A) Resumes and qualifications of key personnel, including average tenure with organization. Provide a summary of the organization, including brief history, organization chart, size and structure of the company. Provide three (3) client references, including bank and credit references.</p> <p>B) Describe your company's current and past experience in providing IT services including years of operation and skill level.</p> <p>C) Demonstrated ability to provide adequate management and support to deliver the services herein.</p> <p>D) Include statement indicating whether the firm has been the subject of any disciplinary action during the past three (3) years; and whether the company has been suspended or debarred from providing services to government funded agencies, or other government activity.</p>	20
3	<p><u>Subjective</u> DEMONSTRATE RESPONSIVENESS OF THE PROPOSAL by highlighting the offeror's approach/methodology describing how vendor will deliver tasks and deliverables described in the SOW, including a Project Management approach. Briefly describe the steps that will be taken to ensure the best possible outcomes for the housing authority.</p> <p>A) Typical implementation plan.</p> <p>B) Describe how vendor may tailor approach in meeting the needs of the SPHA.</p> <p>C) A copy of vendor's Service Level Agreement (SLA).</p> <p>D) Outline your maintenance and support service levels.</p>	25

<b>4</b>	<u>Subjective</u> Vendor's SECURITY AND PROTECTION procedures and plans.  A) Specify how vendor plans to secure SPHA's systems, control of access and maintenance of security codes, physical security of the network, disaster preparation and disaster plan implementation, including communicating with Homeland Security, maintenance of backup systems, and virus protection. B) Method of preventative cybersecurity measures such as security audits, penetration testing, spam reduction, and policy/training recommendations.	30
<b>5</b>	<u>Objective</u> MBE/WBE/SBE ECONOMIC PARTICIPATION.  Inclusion of economic participation via the MBE/WBE/SBE Utilization Plan. Written plan must be included with respondent's proposal showing how contractor plans to achieve their published aspirational goals.	5
<b>TOTAL POINTS (OTHER THAN PREFERENCE POINTS &amp; INTERVIEW)</b>		<b>100 Points</b>

NOTE: Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within his/her proposal.

SPHA reserves the right to award this contract to one respondent, to make multiple awards and to award without discussions. SPHA may reject any or all offers if such action is in SPHA's interest, award contract other than to the lowest respondent, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

Proposals that are considered nonresponsive will not receive consideration. SPHA reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Respondent at any time to gather additional information. Furthermore, SPHA reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.

Procurement actions shall be conducted only with responsible contractors who have the technical and financial competence to perform, who have the fiscal responsibility in business dealings, and who have a satisfactory record of integrity. Before awarding a contract, SPHA shall review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity, compliance with public policy, record of past performance on SPHA and other jobs (including contacting previous clients of the contractor), and financial and technical resources. SPHA shall not award a new contract or conduct new business with a bidding contractor, vendor or applicant who (i) has past due financial obligations or indebtedness to SPHA pursuant to a contract or other transaction and has not fulfilled the obligation prior to submission of a bid, proposal or application for a contract, (ii) has an existing claim, demand, litigation action, investigation, hearing, or other legal, administrative, arbitral or similar proceeding or dispute against SPHA, whether civil or criminal (including any appeal or review of any of the foregoing) or (iii) in SPHA's reasonable discretion, has taken action that may give rise to or threatened to assert a claim, demand, litigation action, investigation, hearing, or other legal, administrative, arbitral or similar proceeding or

dispute against SPHA, whether civil or criminal (including any appeal or review of any of the foregoing) or other dispute against SPHA. The President and Chief Executive Officer may waive the requirements of this paragraph for good cause shown as determined by the President and Chief Executive Officer and if it is otherwise in SPHA’s best interests.

**C-2 Evaluation Method**

1. Responsiveness. Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).
2. Evaluation Packet. An evaluation packet will be prepared for each evaluator, including the following documents: Instructions to Evaluators; Proposal Tabulation Form; Written Narrative Form for each proposer; Recap of each proposer’s responsiveness; Copy of all pertinent RFP documents.
3. Evaluation Committee. The Agency 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 Agency 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. Evaluation. The CO will evaluate and award points pertaining to Evaluation Factors No. 1 and No. 5 (the “Objective” Factors). The appointed evaluation committee, independent of the CO or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, and 4, (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
  - a. Points Awarded Range. Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP are shaded—please also see the Evaluation Factors detailed within the preceding Section):

Classification*	Rating	%	Points Awarded							
			5	10	15	20	25	30	35	100**
Acceptable	Excellent	95%/+	5	10	15	19-20	24-25	29-30	34-35	95-100
Acceptable	Very Good	90%/+	5	9	14	18	23	27-28	32-33	90-94
Potentially Acceptable	Good	80%/+	4	8	13	17	21-22	25-26	30-31	80-89
Potentially Acceptable	Average	70%/+	4	7	12	16	20	24	28-29	70-79
Unacceptable	Poor	<70%	0-3	0-6	0-11	0-15	0-19	0-23	0-27	0-69
*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.										
**Total available points to be awarded, including cost points, minus preference points.										

5. Potential "Competitive Range" or "Best and Finals" Negotiations. The Agency 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 Agency in as timely a 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.
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/CEO for approval. If the evaluation was performed to the satisfaction of the ED/CEO, 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 Agency's option, be conducted prior to or after the BOC approval.
  - a. 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 100 total possible points detailed within Section C herein).
  - b. 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."
7. Presentation/Interview Process. The presentation/interview process will be arranged to assist the evaluation committee in differentiating those Respondents within the competitive range. Points may be added or deducted from the Respondent's preliminary score as deemed necessary by the evaluation committee. SPHA reserves the right to negotiate the final scope of services, price, schedule and any and all aspects of this solicitation with all Respondents in the competitive range.
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:
  - a. Which proposer received the award
  - b. Where each proposer placed in the process as a result of the evaluation of the proposals received
  - c. The cost or financial offers received from each proposer
  - d. Each proposer's right to a debriefing and to protest.
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 Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Agency evaluation committee.

### C-3 Responsibility Determination

The responsibility determination includes consideration of a Respondent's record of integrity and business ethics, compliance with public policy, past performance with SPHA (if any) and other entities,

financial capacity, and eligibility to perform government work (e.g., debarment/suspension from any Federal, State, or local government). SPHA reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's proposal and utilize the information gathered in the final evaluation of those firms in competitive range.

1. **Financial Capacity Determination.** SPHA reserves the right to assess the Respondent's financial capacity, that is, whether in the sole opinion of SPHA, the Respondent is capable of undertaking and completing the RFP scope of work delineated within this RFP in a satisfactory manner. SPHA will award a contract only to the responsible Respondent who, in SPHA's sole opinion, has the financial ability to successfully perform under the terms of this RFP. SPHA's determination will include an assessment of the Respondent's financial resources/ability to perform the scope of work in accordance with the RFP requirements.

Respondents who make the competitive range may be asked to submit financial information. Failure by the Respondent to provide such information within the allotted time will render the Respondent ineligible for award.

2. **Technical Capacity Determination.** SPHA will review the Respondent's record of performance on past and present projects that are similar to the scope of work identified in this RFP, which may include services/projects not identified by the Respondent. SPHA reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's proposal. Such research may include, but not necessarily be limited to, discussions with outside Respondents, interviews and site visits with the Respondent's existing clients and analysis of industry reports. SPHA will make a finding of the Respondent's Technical Resources/Ability to perform the RFP scope of work based upon the results of the survey.

A Respondent will be determined responsible if SPHA determines that the results of the Technical Resources/Ability survey reflect that the Respondent is capable of undertaking and completing the RFP scope of work in a satisfactory manner.

## **SECTION D**

### **D-1 Due Date of Proposal**

Proposals are due by **10:00 A.M. (local time) on Thursday, April 16, 2024 – Mailed or Delivered, Attention:**

Carolyn Avington  
Chief Financial Officer  
2001 Gandy Blvd N  
St. Petersburg, FL 33702

There is no pre-proposal conference scheduled in conjunction with this RFP. Any questions regarding this RFP must be in writing and submitted via [www.housingagencymarketplace.com](http://www.housingagencymarketplace.com)



## D-2 Contract Award

A contract shall be awarded in accordance with the terms of Form HUD 5370-C, General Conditions for Non-Construction Contracts Section I, attached hereto as Exhibit E, and its Procurement Policy. The Chief Executive Officer shall make a final recommendation to the Board of Commissioners. The Board of Commissioners will make the final selection of the firm to be awarded the contract. A contract will be awarded to the respondent whose Statement of Qualifications best meets the needs and requirements of SPHA for the best value. Failure to meet the threshold requirements may result in rejection of the proposal. SPHA reserves the right to reject any and all proposals, to award one or more contracts or to award no contract.

By completing, executing and submitting a submission, the proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, including the contract clauses specified, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

The contract that SPHA expects to award as a result of this RFP will be based upon the RFP, the contract terms and conditions, the proposal submitted by the successful respondent and any subsequent revisions to the respondent's submission and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by SPHA, except that no objection or amendment by a respondent to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless SPHA has explicitly accepted the Service Provider's objection or amendment in writing.

**EXCEPTIONS OR OBJECTIONS TO THE PROPOSED CONTRACT TERMS MUST BE IDENTIFIED AND SUBMITTED WITH THE RESPONDENT'S SUBMISSION. SPHA WILL NOT ACCEPT PROPOSED EXCEPTIONS OR OBJECTIONS THAT CONFLICT WITH OR ATTEMPT TO PREEMPT MANDATORY REQUIREMENTS.**

**PRIOR TO AWARD, AND IF NECESSARY, THE APPARENT WINNING RESPONDENT MAY BE REQUIRED TO ENTER INTO DISCUSSIONS WITH SPHA TO RESOLVE ANY CONTRACTUAL DIFFERENCES BEFORE AN AWARD IS MADE. THESE DISCUSSIONS WILL BE FINALIZED AND ALL EXCEPTIONS RESOLVED WITHIN THE TIMEFRAME SPECIFIED BY SPHA AFTER NOTIFICATION OF POTENTIAL AWARD. FAILURE TO RESOLVE CONTRACTUAL DIFFERENCES WILL LEAD TO REJECTION OF THE RESPONDENT'S PROPOSAL. SPHA RESERVES THE RIGHT TO REJECT OFFERS OR END DISCUSSIONS WITH RESPONDENTS THAT ARE NOT FORTHCOMING WITH EXCEPTIONS IN THE PROPOSAL SUBMISSION. GENERALIZED EXCEPTIONS ARE NOT ACCEPTABLE (I.E., RESPONDENT IS AMENABLE TO REACHING NEGOTIATED TERMS WITH SPHA).**

## **SECTION E**

### E-1 Instructions to Proposers

See Exhibit A, HUD Form 5369-B, Instructions to Offerors Non-Construction. SPHA hereby excludes Item 5, Late Submissions, Modifications, and Withdrawal of Proposals, of HUD Form 5369. Please see item F-2 herein below for SPHA's requirements for the acceptance of proposals.

## **SECTION F**

### **F-1 Required Certifications**

See Exhibit B, Form HUD 5369-C, Certifications, and Representations of Offerors Non-Construction Contract.

### **F-2 Acceptance of Proposals**

Proposal must be received in completed form at the Housing Authority's office no later than the proposal submission time and date stated herein. Proposal submitted after the designated date and hour will not be accepted for any reason.

SPHA reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any irregularities and/or informalities. Proposer may be excluded from further consideration for failure to comply fully with the specifications of this REQUEST FOR PROPOSAL.

SPHA also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly, or to complete on time, contract(s) of a similar nature; who is not in a position to perform the contract, or who habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, providers of materials, or employees.

### **F-3 Confidential Material**

Any material submitted by a Proposer that is to be considered as confidential must be clearly marked as such.

### **F-4 Financial Statements**

The Proposer may be requested to submit current financial statements. Furthermore, the Proposer shall disclose any past or current litigation to which it is a party and the amount in controversy or potential liability.

### **F-5 Withdrawal of Proposals**

Proposal may be withdrawn on a written or telegraphic (faxed) request dispatched by the proposer in time for delivery in the normal course of business prior to the time specified herein for proposal receipt, provided that written confirmation of any telegraphic withdrawal with the signature of the proposer is placed in the mail and postmarked prior to the time specified herein for proposal receipt. Negligence on the part of the Proposer in preparing its proposal, confers no right of withdrawal or modification of its proposal after the due date and time specified herein.

### **F-6 Incurring Costs**

SPHA is not liable for any costs incurred by any Proposer prior to issuance of a Notice to Proceed. In general, no pre-contract costs will be paid to the successful Proposer.

All costs incurred in the preparation and presentation of proposal shall be wholly borne by each proposer. All supporting documentation and manuals submitted with each proposal will become the property of SPHA unless otherwise indicated by the proposer at the time of submission.

SPHA agrees to provide to the successful Proposer, upon request, no more than three sets of drawings and specifications for building permits.

#### F-7 Third Party Claims on Services or Software

If the proposed services include the use of products or services of another company, SPHA will hold the proposer responsible for the proposed services. In addition, the Proposer shall hold SPHA harmless from any third party legal claims involving the use by SPHA of any software product or technique provided.

#### F-8 Ineligible Contractors

SPHA is prohibited from making any awards to Contractors or accepting as subcontractors any individuals or firms that are on the GSA List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

#### F-9 Award of Contracts

A contract shall be awarded according to the criteria specified herein, provided the proposal is in the best interest of SPHA. The Proposer to whom an award is made will be notified at the earliest practical date. An award may be subject to approval from the SPHA Board and HUD.

#### F-10 Price Escalation

Pertaining to the ensuing contract, there shall be no escalation of any of the proposed unit costs allowed at any time during the awarded contract periods.

#### F-11 Consultant or Additional Services that May Be Required by the Agency

Basically, if the Agency requires any Additional Services, the hourly fee proposed will, during the ensuing contract period(s), become the basis of negotiation for any such additional work that the Agency may require that is not already being provided by the firm fixed hourly fees.

#### F-12 Negotiation of Costs Proposed

If negotiations are required, then negotiations shall be conducted with Offeror who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation of qualifications, price, and other factors considered to be most advantageous to SPHA. Such Proposers shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise Contractor of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements. No Offeror shall be provided information about any other offeror's proposal, and no Offeror shall be assisted in bringing its proposal up to the level of any other proposal. Proposer shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award; however, best and final offers may be requested. SPHA reserves the right to request additional information concerning any and/or all proposals submitted. A common deadline shall be established for receipt of proposal revisions based on negotiations.

After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firm

whose qualifications, price and other factors considered, are the most advantageous to SPHA.

#### F-13 Permits and Licenses

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold SPHA harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

#### F-14 Taxes

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold SPHA harmless in every respect against tax liability.

#### F-15 Advertising

In submitting a proposal, the firm and their consultants agree not to use the results as a part of any commercial advertising.

#### F-16 Performance Evaluation Meeting

The selected firm shall be readily available to meet with representatives of SPHA weekly during the first month of the contract and as often as necessary thereafter. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

#### F-17 Project Personnel

Except as formally approved by SPHA, the key personnel identified in the accepted proposal shall be individuals who will actually complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to SPHA and approved.

#### F-18 Notices

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to SPHA shall be addressed as provided in the contract.

#### F-19 Travel

All travel and miscellaneous expenses will be borne by the firm.

#### F-20 Contract Documents

Written contract documents will be prepared by SPHA. Modifications may be adopted based on final negotiations and specific requirements of the contract under this particular RFP.

#### F-21 Compliance with E-Verify

Pursuant to section 448.095, Florida Statutes effective January 1, 2021, *before* SPHA *can consider* Respondent's proposal for the services requested, contractor shall register with and use the federal work authorization program operated by the United States Department of Homeland Security, commonly known as E-Verify, at <https://e-verify.uscis.gov/emp> to verify employment eligibility information and work authorization

status of all employees hired on and after January 1, 2021, and must continue to participate in E-Verify during the term of the contract. Such participation is evidenced by submitting to SPHA a signed affidavit (See Exhibit G, "E-Verify Affidavit"). The E-Verify Affidavit is Respondent's certification that it has registered with, is authorized to use and uses the federal work authorization program.

Respondent further certifies that all tiers of contractors and subcontractors hired by Respondent to perform the services under the agreement are compliant with E-Verify; that Respondent will continue to use E-Verify throughout the term of the contract; that Respondent and all tiers of its contractors and subcontractors will only contract with other contractors and subcontractors who present an E-Verify Affidavit, or the appropriate documentation in lieu of the E-Verify Affidavit; and that Respondent will submit the appropriate affidavits and other documents to SPHA from it and all tiers of contractors and subcontractors, as required.

Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the SPHA. Contractor shall be liable for all costs incurred by the Agency to secure a replacement Contractor/Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

## **SECTION G**

### **G-1 Mandatory Clauses**

See Exhibit E - HUD Form 5370-C, General Conditions for Non-Construction Contracts.

## **SECTION H**

### **H-1 Insurance**

The successful Proposer shall be required to furnish original Certificates of Insurance evidencing the required coverage to be in force on the date of the contract, and renewal Certificates of Insurance, or a copy of the policy, if the coverage has an expiration or renewal date occurring during the term of this contract or extensions thereof. The receipt of any certificates does not constitute agreement by SPHA that the insurance requirements in the contract have been fully met or that the insurance policies indicated on the certificates comply with all contract requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to SPHA in the event coverage is substantially changed, canceled, or non-renewed.

The Proposer shall require all consultants (subcontractors) to carry the insurance required herein, or the Proposer may provide the coverage for any or all consultants, and, if so, the Certificate of Insurance or copy of the policy submitted shall so stipulate.

The Proposer and all consultants agree that insurers shall waive their Rights of Subrogation against the St. Petersburg Housing Authority.

The Proposer expressly understands and agrees that any insurance or self-insurance programs maintained

by the St. Petersburg Housing Authority shall apply in excess of and not contribute with insurance provided by the successful Proposer and subcontractors under the contract.

SPHA is defined in this section as its Commissioners, officers, directors, employees, and volunteers.

### **Minimum Limits and Coverage Required**

1. Commercial General Liability Policy with the following minimum limits and coverage:
  - a. One Million dollars (\$1,000,000.00) each occurrence (combined single limit for bodily injury and property damage);
  - b. One Million dollars (\$1,000,000.00) general aggregate;
  - c. **Additional Insured Endorsement:** the St. Petersburg Housing Authority must be added as an Additional Insured, and any other party as may be required.
  - d. **Additional Insured Endorsement:** Jordan Park, LLC must be added as an Additional Insured, and any other party as may be required.
  
2. Workers' Compensation and Employer's Liability with the following minimum limits and coverage:
  - a. Workers' Compensation Policy – Minimum employer's liability limits  
By Accident – Florida Statutory Limit  
By Disease – Florida Statutory Limit  
A Waiver of subrogation in favor of SPHA must be endorsed to the policy.  
  
"Florida," must appear in item 3A of the Worker's Compensation coverage declarations page, or item 3C must contain the following: "All States except those in listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY."
  
  - b. Employer's Liability
    - i. \$500,000 each accident for bodily injury by accident
    - ii. \$500,000 each employee for bodily injury by disease
    - iii. \$500,000 policy limit for bodily injury by disease
  
3. Automobile Liability
  - a. One Million dollars (\$1,000,000.00) combined single limit each accident. Two Million dollars (\$2,000,000.00) aggregate.
  - b. Coverage shall be for any auto (including owned, hired, and non-owned autos).
  - c. **Additional Insured Endorsement:** the St. Petersburg Housing Authority must be added as an Additional Insured, and any other party as may be required.
  - d. **Additional Insured Endorsement:** Jordan Park, LLC must be added as an Additional Insured, and any other party as may be required.
  
4. Professional Liability
  - a. Not less than One Million dollars (\$1,000,000.00) per claim, unless otherwise required by SPHA.
  
5. Errors & Omissions
  - a. Not less than Two Million dollars (\$2,000,000.00) per claim, unless otherwise required by SPHA.
  
6. Cyber-Liability Insurance Requirements

- a. In addition to having favorable cyber-risk controls and processes in place, Consultant shall have **Cyber Liability Insurance** with coverage to protect St. Petersburg Housing Authority, including both first and third party coverage, with limits not less than \$2,000,000 per occurrence or claim and \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this agreement and shall address network security wrongful acts; privacy wrongful acts; crisis/breach management expenses; regulatory proceedings expenses; media/content liability expenses; digital asset expenses; business interruption costs; and cyber extortion and reward payments. The policy shall cover, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, invasion of privacy or breach of privacy violations, release of private or personally identifiable information, breach of data, cost of data recovery, unauthorized access to data or systems, information theft, damage to or destruction of electronic information, alteration of electronic information, electronic theft, telecommunications fraud, computer fraud, social engineering fraud, cyber deception, fraudulently induced transfers, ransomware, malware, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

**Contractor shall provide certificates of insurance to SPHA prior to execution of the contract and at the beginning of each option term.**

Approval, disapproval or failure to act by SPHA regarding any insurance supplied by proposer shall not relieve proposer of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate proposer from liability. See Exhibit E, HUD Form 5370-C, General Conditions for Non-Construction Contracts.

#### H-2 Rules, Regulations, and Licensing Requirements

Each proposer and its staff must possess all of the required State of Florida licenses, as well as all other licenses required by St. Petersburg to perform in accordance with the Contract Scope of Services herein. In addition, the proposer shall comply with all laws, ordinances and regulations applicable to the scope of services contemplated herein. The successful proposer is presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations.

#### H-3 Assignment

The successful Proposer shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the contract resulting from this RFP, or any or all of its rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent and approval of SPHA.

## SECTION I

### I-1 Submission Requirements

*AN ORIGINAL, I(ONE) COPY AND I(ONE) USB/JUMPDRIVE* of the Proposal must be submitted and received by the housing authority at the Housing Authority's office no later than the proposal submission time and date. Proposals should provide a straightforward, concise description of Respondent's ability to fulfill the requirements of this solicitation.

The Agency intends to retain the Respondent pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that the Agency will, as detailed within Section C herein, consider factors other than just cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance as noted below.

None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

All responses must be legibly typed and neat.

1. Organization of Response: The response shall be organized as follows:
  - Cover Letter
  - Table of Contents
  - Fee Schedule (Factor 1)
  - Applicant's Qualifications & Experience (Factor 2)
  - Applicant's Responsiveness & Methodology (Factor3)
  - Security (Factor 4)
  - Socioeconomic Participation of M/W/SBE (Factor 5)
  - Supplemental Information (Optional)
  - HUD and SPHA Forms
2. Cover Letter: A transmittal letter prepared on the proposer's business stationery must accompany each response. An individual authorized to bind the company to all statements, including services contained in the response, must sign the letter. Indicate availability for interviews of company members immediately following proposal submission.
3. Table of Contents: The proposal shall have a Table of Contents that conforms to the organization set forth in Section I.
4. Cost Proposal: clarity of the proposed fees, reasonableness of cost and the relationship of cost to completed services/deliverables are important elements in the evaluation of the respondent's Cost Proposal.

Fees proposed must include complete cost and price information for specified services. Submissions must include a schedule of costs/prices. All costs and expenses not clearly identified as part of the respondent's submission will not be considered at a later date.

Offeror shall ensure that the proposed rate offered is the lowest discounted (government) rate offered to similar clients. Respondent warrants the prices quoted are not in excess of those charged non-



governmental clients for the same services performed by the same individuals.

If available, contractor may provide a list of optional services and the associated fees that will aid SPHA in meeting the goals of the SOW. Ensure this list, if applicable, clearly indicates the services are optional. SPHA may wish to consider these optional services based on the availability, associated costs, and value add to the overall initiative.

*Cost proposals are subject to negotiation, and will be based upon the Statement of Work described in Section B herein.*

5. Firm Information: One page should include firm's name, principal place of business, phone number, email, and contact person, and summary as indicated in Evaluation Factors. Include Proposer's Information Form in this section.
  - a. Organizational Chart: should include the entire assigned team.
  - b. Personnel: provide resumes or CVs for personnel who will be representing the company and who have provided technical skills on projects similar to that required in this Request.

Include any specialized skills, training or credentials that are relevant to the required services.

SPHA reserves the right to review the background of any or all personnel assigned to work under the resulting contract, including any assignments thereto, and based on such investigations, to reject the use of any persons within SPHA's discretion.

- c. References: provide three (3) current references from PHA's of comparable size, or from governmental/non-profit sector work, and the scope of the work completed by company within the last two years.
    - d. Firm's Legal Information: provide Applicant's W-9 and Federal ID number and applicable licenses (See Proposer's Information Form).
    - e. Debarment: provide notarized statement that firm and its principles are not and have not been suspended or debarred from providing services to government funded agencies, or for other government activity.
    - f. Claims, Lawsuits or Defaults: provide a list of & explanation regarding any outstanding claims, lawsuits, defaults, or suspensions on the part of the Respondent or any of its subsidiaries.
    - g. Proof of Insurance: prior to award (*but not as a part of the proposal submission*) the chosen vendor(s) will be required to provide insurance certifications per Section H of the RFP. *For the proposal submission*, simply indicate that offeror has or has ability to secure required insurance.
    - h. Licenses: provide proof of State of Florida business licenses and St. Petersburg business licenses as applicable, licenses required by the RFP, and any other licenses respondent wishes SPHA to consider.
6. Applicant's Experience: Highlight knowledge and experience in the IT services industry; vendor's

capability to handle staff turnover and meet client expectations; and, ability to operate safely.

- a. Methodology: executive narrative of the rationale and strategy behind proposer's approach to the tasks and deliverables, and measures to ensure the best possible outcome for the housing authority. Include information on vendor's inclusion or exclusion of AIOps.
  - b. Staff Availability: indicate the availability of staff and the number of persons vendor will assign to this work (support service levels); demonstrate that vendor has the adequate resources to perform the work in the time allotted. What is the availability of key personnel relative to other work currently under contract? How much, and what, assistance Respondent's firm will expect from SPHA staff.
  - c. Implementation: Vendor's typical implementation plan; SLA
7. Security: Identify and explain respondent's security and protection procedures and plans.
- a. Emergency/Disaster preparation and plan: summarize with specificity.
  - b. Homeland Security: summarize level and type of cooperation.
  - c. Cybersecurity measures: summarize with specificity.
8. Economic Participation: vendor submission of a written plan to achieve the published aspirational goal will be required with initial proposal; respondents may submit partial plans to comply with aspirational goals so long as they are accompanied with a detail of best efforts that support the impracticability of the aspirational goal with a request for partial waiver.
9. Supplemental Information: This section may be used for the presentation of supporting materials and information to the proposal. *These materials should be kept to a reasonable minimum and provided only if they are in direct support of the Respondent's proposal.* If no information is to be placed under this tab, please place there a statement such as "This Tab Left Intentionally Blank."
10. HUD and SPHA Required Forms (completed, signed & returned):
- Profile of Firm & Proposer's Info Form (submit w/Firm Information in number 5)
  - Proposer's Compliance Form
  - HUD Form 5369-C, Certifications and Representations of Offerors Non-Construction Contracts
  - E-Verify Contractor Affidavit
  - Non-Construction Contractor's Certification of Record of Previous Participation in Federal, State or Local Government Funded Contracts
  - Contractor's Certification of Authorization to Execute Proposal/Contract on Behalf of Company
  - Business Utilization Form

Alterations to the proposal, or the terms and conditions in this RFP shall be grounds for rejecting the entire bid proposal. Late proposals shall not be accepted.

## **SECTION J**

### **J-1 Economic Participation (MBE/WBE/SBE)**

In accordance with regulations developed by the Secretary of the Department of Housing and Urban Development (HUD) and promulgated in 2 CFR 200.321, and within HUD Handbook 7460.8 REV 2, Sections 15.5.A and 15.5.B, and The National Affordable Act 42 U.S.C. 12703, it is SPHA's policy that Minority, Women and Small Business Enterprises (MBE/WBE/SBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds and that bidders, proposers or contractors and their subcontractors or suppliers shall take all necessary and reasonable steps to ensure that MBE/WBE/SBE shall have the maximum opportunities to compete for and perform contracts financed in whole or in part by federal funds.

MBE/WBE/SBE economic participation shall be implemented via a Business Utilization Plan (Exhibit I, hereto) that is submitted by entities seeking to do business with the Agency or its partners who utilize federal funding in whole or in part. Accordingly, businesses intending to respond to this RFP shall agree to expend no less than 15% of the total contract price, inclusive of all modifications and amendments through work with certified MBEs and WBEs and/or proposed some lesser percentage participation coupled with good faith efforts to include M/W/SBE firms and thereby demonstrate the non-feasibility of the aspirational percentage published herein.

Respondents who, as a result of a robust, timely and documented process of solicitation to the marketplace to meet this requirement, find that it is not possible to secure that level of participation, may augment their MBE/WBE/SBE participation goal with a comprehensive detail of good faith efforts. Documented good faith efforts will be considered on their merits and in light of other respondents and their plans regarding impracticability of meeting the published goals. In RFQ submissions of qualifications, an affidavit of future compliance will evidence intended compliance. For proposals submitted as a response to RFPs a written plan to achieve the published aspirational goal will be required with initial proposal or subsequent task orders. RFP respondents may submit partial plans to comply with aspirational goals so long as they are accompanied with a detail of best efforts that support the impracticability of the aspirational goal with a request for partial waiver.

Firms that are included on a Business Utilization Plan must be either certified by a support agency that is recognized by SPHA to do so, or must at least be able to show that it is currently undergoing an application process to become certified. Firms with pending certification will be approved for contract award purposes but will not count towards actual MBE/WBE/SBE participation without a final approval of certification.

The selected respondents from this RFP shall be required, post bidding, to submit an updated Business Utilization Plan form. The Business Utilization Plan form shall detail the contract awards to all subcontractors, if any, including Minority, Women and Small historically disadvantaged businesses that in total represents the proposer's adherence to the Business Utilization Plan submitted with the proposal.

## **SECTION K**

### **K-1 List of Attachments**

The following attachments are required and/or included as part of this Request For Proposal and shall be incorporated into the Proposer's proposal/contract:

- A. Profile of Firm & Proposer's Information Sheet
- B. Proposer Compliance Form
- C. HUD Form 5369-B, Instructions to Offerors Non-Construction
- D. HUD Form 5369-C, Certifications and Representations of Offerors Non-Construction Contract
- E. HUD Form 5370-C, General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)
- F. E-Verify Affidavit
- G. Non-Construction Respondent's Certification of Record of Previous Participation in Federal, State or Local Government Funded Contracts
- H. Certification of Authorization to Execute Contract
- I. Business Utilization Plan
- J. Fee Proposal Form

End of RFP Document