

Housing Authority of DeKalb County, GA

REQUEST FOR PROPOSALS (RFP)

No. RFP-2017-004

HQS Inspection Services



RFP Document
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INTRODUCTION

The Housing Authority of DeKalb Housing (hereinafter, “the Agency”) is a public entity that was formed in 1955 to provide federally subsidized housing and housing assistance to low-income families, within DeKalb County. The Agency is headed by a President & C.E.O. (CEO) and is governed by a six-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy.

Currently, the Agency administers rental assistance for 6,300 privately owned rental units through the Housing Choice Voucher Program, 170 Section 8 new construction units and 1,480 multi-family housing units located in 10 properties and 82 scattered site single-family homes throughout DeKalb County

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services to the Agency. 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.

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RFP INFORMATION AT A GLANCE

[Table No. 2]

<p>AGENCY CONTACT PERSON [NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Ms. Towe.]</p>	<p>Jan Towe, Procurement Specialist Telephone (404)270-2537 E-Mail: jan.towe@dekalbhousing.org</p>
<p>HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE</p>	<ol style="list-style-type: none"> 1. Access ha.economicengine.com (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. <p>If you have any problems in accessing or registering on the system, please call customer support at (866)526-9266.</p>
<p>QUESTION SUBMITTAL DEADLINE</p>	<p>Tuesday, December 5, 2017, 3:00 p.m. EST</p>
<p>HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL</p>	<ol style="list-style-type: none"> 1. Enter the proposed fees within the aforementioned Internet site by 3:00 p.m. on the date stated below, <u>AND</u> 2. Submit 1 original and 3 exact copies (including binding method) of your “hard copy” proposal to the HADC Procurement Department which follows the 10-tabbed format described in “Table No. 3” on pages 11-13. Hard copy proposals must be received <u>in-hand</u>, in <u>sealed</u> packaging, marked <u>with the proposer’s name and “Solicitation# RFP-2017-004”</u> on the <u>outside</u> and time-stamped by the HADC no later than 3:00 p.m. on the date stated below. <p>Should you need assistance with the entry of your proposed fees on the Internet site, please call customer support at (866)526-9266.</p>
<p>PROPOSAL SUBMITTAL DEADLINE</p>	<p>Thursday, December 14, 2017, 3:00 p.m. EST HADC Central Office 750 Commerce Drive, Suite 201, Decatur, GA 30030</p>
<p>ANTICIPATED DATE OF CONTRACT APPROVAL BY THE AGENCY BOARD OF COMMISSIONERS</p>	<p>To Be Determined</p>

- 1.0 AGENCY RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the RFP.** 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 Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not to award a contract pursuant to this RFP.
 - 1.3 Right to Terminate.** 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 Right to Determine Time and Location.** Determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
 - 1.5 Right to Retain Proposals.** 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 Agency Contracting Officer (CO).
 - 1.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
 - 1.7 Right to Reject Any Proposal.** 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 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
 - 1.9 Right to Prohibit.** 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 nahro.economicengine.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 Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective proposer, of any responsibility pertaining to such issue.
- 2.0 Definitions.** Throughout this RFP and all resulting documents, the terms detailed following shall be defined as follows:
- 2.1 "Best Value,"** means that the Agency will in an evaluation of each proposal submittal, consider factors other than just cost in making the award decision.
 - 2.2 "Contracting Officer,"** when named within an RFP document shall refer to the Agency President & CEO or his/her designated representative.
 - 2.3 "Contract,"** refers to the fully executed written agreement that ensues from the RFP. Whereas all RFP documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within an RFP document; such is

referring to both the RFP documents and the ensuing contract document.

- 2.4 “**Contract Administrator (CA)**,” is the Agency Director of Administration or his/her designated representative.
- 2.5 “**Contractor**,” and the term "successful proposer" may be used interchangeably.
- 2.6 “**Day(s)**,” unless otherwise specified, shall refer to calendar days.
- 2.7 “**HUD**” is the United States Department of Housing and Urban Development. HUD is the federal agency from which the Agency receives funding; however, pertaining to this RFP, correspondences, including proposal submittals, received from each proposer must exhaust all provisions contained herein prior to contacting HUD (i.e. in the case of a protest).
- 2.8 “**Herein**,” shall refer to all documents issued pursuant to the noted RFP, including the RFP documents and the attachments.
- 2.9 “**President & CEO**” is the Agency President & CEO.
- 2.10 “**Offer**” is the proposal submittal that the Proposer delivers to Agency in response to the RFP. “**Offeror**” or “**Offerors**” is the proposer(s).
- 2.11 “**Parties**.” When “the parties,” “both parties” or “either party” is stated within the RFP documents or the contract, such refers to Agency and the successful proposer(s).
- 2.12 “**Best Value**,” means that the Agency will in an evaluation of each proposal submittal, consider factors other than just cost in making the award decision.
- 2.13 “**Contracting Officer**,” when named within an RFP document shall refer to the President and CEO or his/her designated representative.
- 2.14 “**Contract**,” refers to the fully executed written agreement that ensues from the RFP. Whereas all RFP documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within an RFP document; such is referring to both the RFP documents and the ensuing contract document.
- 2.15 “**Contract Administrator (CA)**,” is the Agency Director of Administration or his/her designated representative.
- 2.16 “**Contractor**,” and the term "successful proposer" may be used interchangeably.
- 2.17 “**Day(s)**,” unless otherwise specified, shall refer to calendar days.
- 2.18 “**HUD**” is the United States Department of Housing and Urban Development. HUD is the federal agency from which the Agency receives funding; however, pertaining to this RFP, correspondences, including proposal submittals, received from each proposer must exhaust all provisions contained herein prior to contacting HUD (i.e. in the case of a protest).

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- 2.19 “Herein,” shall refer to all documents issued pursuant to the noted RFP, including the RFP documents and the attachments.
- 2.20 “President & C.E.O.” is the Agency President & C.E.O.
- 2.21 “Offer” is the proposal submittal that the Proposer delivers to Agency in response to the RFP. “Offeror” or “Offerors” is the proposer(s).
- 2.22 “Parties” When “the parties,” “both parties” or “either party” is stated within the RFP documents or the contract, such refers to Agency and the successful proposer(s).

3.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. HADC is seeking proposals from qualified and licensed entities to provide the Agency with Housing Quality Standards (HQS) inspection services. The selected firm shall perform all the duties and responsibilities to conduct a physical inspection in accordance with Federal HQS regulations, 24 CFR 982.401 *et seq.*, the Lead Safe Housing Regulations, and the Agency’s Administrative Plan (HCV units) or the Agency’s Admissions and Continued Occupancy Policy (PH units). The selected firm shall be subject to periodic unannounced quality assurance visits by the Agency, in which a random sample of recent inspections will be evaluated for accuracy.

3.1 General. The selected firm shall furnish sufficient personnel and management staff with the necessary skill and judgment to perform all the duties and responsibilities normally associated with the inspection function (including scheduling, inspections, reporting and quality control) of prospective units and units currently under Housing Assistance Payments contracts for the HCV and units assisted under the PH. Please note that the specifications listed in this Section 3 might exclude some incidental responsibilities not currently identifiable. It is the intent of this RFP to solicit a full-service inspection firm.

3.1.1 Standard Operating Procedures. The Contractor shall develop and submit to the Agency for approval, within 14 days of contract execution, Standard Operating Procedures (the “SOP”) for all types of inspections, including all forms and form letters to be used. The SOP must demonstrate to the Agency’s satisfaction the Contractor’s ability to provide all services as requested.

3.1.2 Reports. The successful firm shall submit to the Agency on a monthly basis, an Inspection Performance Summary Report in a format agreed to by the Agency. The successful firm shall also complete and submit to the Agency all reporting requirements for inspections under the Section Eight Management Assessment Program (the “SEMAP”).

3.1.3 Notifications. All notifications, regardless of type, must at a minimum include the following information:

- 3.1.3.1 Date notification was printed;
- 3.1.3.2 Name and complete mail address of Agency;
- 3.1.3.3 Name and complete mail address of participant;
- 3.1.3.4 Participant ID number;
- 3.1.3.5 Name of inspector;
- 3.1.3.6 Contact telephone number of the successful firm;

- 3.1.3.7 Type of (re)inspection;
- 3.1.3.8 Date of (re)inspection;
- 3.1.3.9 Scheduling timeframe of (re)inspection (military time will not be accepted); and
- 3.1.3.10 For a “Deficiency Notification”, provide a complete and detailed list of all deficiencies identified during the inspection.

3.1.4 Scheduling Inspections. Specific scheduling requirements are detailed below with each inspection type. For each inspection that is scheduled during residency at a unit, the participant shall not be allowed more than one (1) opportunity to reschedule an inspection appointment without documentation of good cause. For each inspection that is scheduled during residency, a person who is at least 18 years of age must be present at the time of the inspection. If the inspector arrives at the unit on the scheduled date and time and reasonably determines that no person at least 18 years of age is present at the unit, the participant will be deemed to have missed the inspection appointment. If the participant misses two appointments for the same inspection, the inspector shall send notice of termination from the HCV program to the participant and provide a copy of notice to the Agency.

3.1.5 Media. The successful firm will be required to submit digital photos of inspections and will be required to download data, enter inspections and upload data electronically using Yardi Inspector General Software. The successful firm must use a PDA or Tablet with the following specification for interaction with Yardi Inspector General.

- PDA - the basic requirement for the PDA device is the operating system. There are many PDA's on the marketplace today, each with a different amount of RAM, etc.
 - The PDA requirement for QA purposes:
 - Brand Name = Socket or similar
 - Mobile 6.1 Operating System
 - CPU is 624 MHz
 - Expansion slot
 - 180 MB of storage
 - Operating System - Mobile 6.x (Mobile 5.x works as well)
- TABLET - the basic requirement for the tablet is also the operating system - There are many tablets on the market today, each with its own amount of RAM, storage, CPU speed, etc.
 - The Tablet requirement for QA purposes:
 - Brand Name = Dell or similar
 - Model = Latitude XT2 or similar
 - Operating System:
 - Windows 7/Windows XP
 - Processor = Intel Core™ 2 Duo CPU - 1.60 GHz

- 2 GB RAM
- 32-bit OS

3.1.6 Administrative Hearings. The successful firm shall comply with the Agency's request for employees that are determined by the Agency to be relevant witnesses to attend and testify at administrative hearings regarding terminations of participants from the HCV program.

3.1.7 Contractor's On-site Personnel. The contractor shall perform criminal history checks and drug screening tests on all contractor personnel that perform work (either on-site or off-site) for the Agency, and, if the Agency so requests, the contractor shall provide the Agency such results. Such persons whose criminal history check discloses a misdemeanor or felony involving moral turpitude or harm to persons or property or any sexual offenses will not be employed to perform work under the ensuing contract. Such tests and screening shall be performed at the sole expense of the contractor. Agency reserves the right to request the removal of any contractor personnel from performing services for the Agency.

3.1.8 Contractor's Staff Identification. The contractor's staff shall, at all times, wear identification clothing and contractor ID when conducting on-site services for the Agency.

3.1.9 Sanctions: If the Contractor fails to perform in accordance with the specifications for any inspection, the Agency will sanction the Contractor for all costs associated with said inspection. Several sanctions within a timeframe defined by the Agency shall lead to further adverse actions up to and including contract termination.

3.1.10 Current/Previous Contractor. The Agency's current contractor for these services is McCright & Associates, LLC of Chattanooga, Tennessee.

3.2 Types of Inspections/Services. Within one business day of completion of the inspection, the Contractor shall provide reports/results indicating the units inspected and the outcome of the inspection. Such reports must be made available to participant, owner, and Agency as necessary. Conduct exterior sweep surveys of the entire house/complex, including all common areas and building exteriors, and deliver to the Agency ensuing reports of same.

3.2.1 Initial Inspections. Within 24 hours of receipt of a Request for Tenancy Approval Form ("RFTA") (HUD 52517), the Contractor shall contact the Owner's representative listed thereon to schedule the initial inspection within the next three (3) business days. The Contractor shall inspect each newly leased unit to determine compliance with HQS ("initial inspection"). If the Owner's representative misses one scheduled appointment the Request for Tenancy Approval (RFTA) will be rejected. If the unit fails the initial HQS inspection, the Contractor will notify the owner of the deficiency and be given a timeframe of 10 days to correct all failed deficiencies. If the inspection fails a second time, the Request for Tenancy Approval (RFTA) will be rejected. It is the owner's responsibility to notify the Contractor that the

HQS failure has been corrected. If the Owner does not have working utilities at the time of the inspection, the Request for Tenancy Approval (RFTA) will be rejected.

- 3.2.2 Annual Inspections.** After the initial (or move-in) inspection, the Contractor shall complete an HQS inspection of each unit no later than 728 days after the last passing inspection date (“annual inspection”), unless instructed otherwise by the Agency. For each annual inspection, the Contractor shall mail a 15-day notice of inspection to the participant, the Owner and the Agency.
- 3.2.3 Follow-up Inspections.** If the unit does not pass inspection, the owner and participant will be notified in writing of the defects and the 30-day requirement to make the repairs, or 24 hours if emergency failures are involved. The notice will inform the owner that Housing Assistance Payments (HAP) will be suspended the first of the next month if the defect has not been corrected within 30 days or, for emergency failures only, within 24 hours. It is the owner’s responsibility to submit a signed self-certification form upon the corrections of deficiencies by the required deadline. All emergency fails require a physical follow-up by the Contractor within the 24-hour timeframe.
- 3.2.4 Emergency or Complaint Inspections.** Emergency or complaint inspections will be completed pursuant to 24 CFR 982.405(c). These inspections normally are generated by the Agency. On occasion, a participant will call the Contractor regarding an emergency or complaint about the residence. On these occasions, the Contractor will be guided by the Agency as to criteria for initiating an inspection. These inspections can be generated by other inspections or by the HADC and are treated in the same manner as other inspection violations.
- 3.2.5 Quality Control Inspection.** [24 CFR 982.405(b); HCV GB. P. 10-32] HUD requires a PHA supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS. The unit sample must include only units that have been inspected within the preceding 3 months. The selected sample will include; (1) each type of inspection (initial, annual, and special), (2) Quality Control Inspections [24 CFR 982.405(b); HCV GB, p. 10-32] inspections completed by each inspector, and (3) units from a cross-section of neighborhoods.

4.0 PROPOSAL FORMAT.

4.1 **Tabbed Proposal Submittal.** The Agency intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the Agency will, as detailed within the following Section 4.0, 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 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 Agency has published herein or has issued or may issue by addendum.

[Table No. 3]

RFP Section	Tab No.	Description
4.1.1	1	Form of Proposal. This 1-page form (Attachment A) must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
4.1.2	2	Form HUD-5369C (8/93), Certifications and Representations of Offerors, Non-Construction Contract. This 2-page form (Attachment F) must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
4.1.3	3	Profile of Firm Form. This 2-page form (Attachment B) must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
4.1.4	4	Proposed Services. <i>As detailed in the following Section 4.2, <u>DO NOT include cost information in this tab, or anywhere else in your hard copy submittal. Cost information is to be entered online only where provided for within the eProcurement system.</u></i> The proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
4.1.4.1		As detailed within Section 5.1, Evaluation Factor No. 2, herein, the proposer’s Demonstrated Understanding of the Agency’s Requirements.
4.1.4.2		As detailed within Section 5.1, 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, including methodology of fact finding and planning to provide the required services; and a proposed schedule to complete the work.
4.1.4.3		As detailed within Section 5.1, 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.).
4.1.4.4		As detailed within Section 5.1, Evaluation Factor No. 5, herein,

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		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.
4.1.4.5		If appropriate, how staff are retained, screened, trained and monitored.
4.1.4.6		The proposed quality control program.
4.1.4.7		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.).
4.1.4.8		A complete description of the products and services the proposer provides.
4.1.5	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 B, <i>Profile of Firm Form</i> . Such information shall include the proposer's Proposals to provide the services; a description of the background and current organization of the firm (including a current organizational chart).
4.1.6	6	Client Information. The proposer shall submit a listing of former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include, for each client, the following information:
4.1.6.1		The client's name;
4.1.6.2		The client's contact name;
4.1.6.3		The client's telephone number;
4.1.6.4		A brief narrative description and scope of the service(s) and the dates the services were provided, including a brief narrative description of those specific services including scope; size; cost; principal elements and special features.
4.1.7	7	Equal Employment Opportunity/Supplier Diversity. The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 4.6 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).
4.1.8	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.
4.1.9	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 C and any documentation required by that form.
4.1.10	10	Other Information (Optional Item). The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
4.1.11		No Information Placed Under a Tab. 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." <u>DO NOT</u> eliminate any of the tabs.
4.1.12		Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding 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.

4.2 Entry of Proposed Fees. The proposed fees shall be submitted by the proposer and received by the Agency where provided on the noted Internet System only. Do not submit, enter or refer to any fees or costs within the 10-tab "hard copy" proposal submittal detailed within Section 4.0—any proposer that does so may be rejected without further consideration. Each proposer must enter where provided within the noted Internet System, the proposed costs for each Pricing Item listed. The System will automatically calculate the listed quantities multiplied by the proposed unit cost or percentages entered. You must enter a proposed figure for each of the Pricing Items—a "No Bid" or "No Charge" will not be allowed for any of the Items. Please note that the proposed fees submitted by each proposer are inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; travel; etc. For each item, the following "Description" is not to be considered to be a definitive or "all inclusive" description, but are brief descriptions designed to give the prospective proposer a general "idea" as to what each item is.

[Table No. 4]

(1) RFP Section	(2) Item No.	(3) Qty	(4) U/M	(5) Description
4.2.1				Lot #1: First 12-month Contract Period
4.2.1.1	1	1,986	Each	Initial Inspection
4.2.1.2	2	2,352	Each	Annual Inspection
4.2.1.3	3	3,440	Each	Follow-up Inspection
4.2.1.4	4	321	Each	Emergency or Complaint Inspection
4.2.1.5	5	500	Each	Quality Control Inspection
4.2.1.6	6	100	Hours	Hourly fee for additional potential consulting services to, at the Agency's discretion, assist the Agency with any other additional related services not already

				provided for herein.
4.2.2				Lot #2: Second 12-month Contract Period
4.2.2.1	7	1,986	Each	Initial Inspection
4.2.2.2	8	2,352	Each	Annual Inspection
4.2.2.3	9	3,440	Each	Follow-up Inspection
4.2.2.4	10	321	Each	Emergency or Complaint Inspection
4.2.2.5	11	500	Each	Quality Control Inspection
4.2.2.6	12	100	Hours	Hourly fee for additional potential consulting services to, at the Agency's discretion, assist the Agency with any other additional related services not already provided for herein.
4.2.3				Lot #3: Third 12-month Contract Period
4.2.3.1	13	1,986	Each	Initial Inspection
4.2.3.2	14	2,352	Each	Annual Inspection
4.2.3.3	15	3,440	Each	Follow-up Inspection
4.2.3.4	16	321	Each	Emergency or Complaint Inspection
4.2.3.5	17	500	Each	Quality Control Inspection
4.2.3.6	18	100	Hours	Hourly fee for additional potential consulting services to, at the Agency's discretion, assist the Agency with any other additional related services not already provided for herein.
4.2.4	Determination of the Calculated Costs for Evaluation Factor No. 1.			
	After a proposer has entered where provided within the noted Internet System, his/her proposed unit cost for each of the above detailed 18 Pricing Items, the System will automatically multiply the proposed unit cost by the listed quantities. The total sum of all the line items shall be the Total Calculated Cost that will determine the points pertaining to Evaluation Factor No. 1 that are awarded to each proposer.			

4.3 Additional Information Pertaining to the Pricing Items.

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

4.3.2 Potential Escalation of Rates. At the discretion of the CO, at the end of the third-year contract period (and at the end of any ensuing extended contract periods), there may be an escalation of costs allowed in the same amount based upon the Consumer Price Index - Urban Consumers (CPI-U), by comparing such percentage increase of the CPI-U that occurred during the 3rd

contract year. This escalation will only be an option at the Agency's discretion, not the discretion of the successful proposer; meaning, the proposer may request such in writing, at least 90-days prior to the end date of the contract, accompanied by all facts and figures to justify such, but the Agency has the right to deny the increase. If the Agency denies any such request to increase the fees, then the successful proposer shall have the right to give the Agency a 120-day notice of resignation from the contract. When the Agency conducts a new competitive solicitation for these services, the previous successful proposer shall have the right to respond to such new solicitation.

- 4.4 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 HADC office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of one (1) original signature copy (marked "ORIGINAL") and three (3) exact copies (each of the four (4) separate proposal submittals shall have a cover and extending tabs) of the "hard copy" proposal submittal, shall be placed unfolded in sealed packaging with the proposer's name on the outside and addressed as follows:

**Housing Authority of DeKalb County
Attention: Jan Towe
Solicitation# RFP-2017-004
750 Commerce Drive, Suite 201
Decatur, Georgia 30030**

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

- 4.4.1 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 Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency 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 Agency 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.

- 4.4.2 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 Agency,

including the RFP document, the documents listed within the following Section 4.7, 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 Agency requirements contained within the documents may cause that proposer to not be considered for award.

4.5 Proposer's Responsibilities—Contact with the Agency. 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 Agency 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 Agency to not consider a proposal submittal received from any proposer who may has not abided by this directive.

4.5.1 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 Agency 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.

4.6 Proposer's Responsibilities—Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

4.6.1 Within 24 CFR 85.36(e) it states:

4.6.1.1 (e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

4.6.1.2 (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

4.6.1.3 (2) Affirmative steps shall include:

- 4.6.1.3.1 (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 4.6.1.3.2 (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 4.6.1.3.3 (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- 4.6.1.3.4 (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 4.6.1.3.5 (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- 4.6.1.3.6 (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

4.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

- 4.6.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.
- 4.6.2.2 Section 15.5.B, Goals. <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

4.6.3 Within our Agency Procurement Policy it states that our Agency will:

- 4.6.3.1 Assistance to Small and Other Business, Required Efforts:**

- 4.6.3.1.1 Including such firms, when qualified, on solicitation mailing lists;
- 4.6.3.1.2 Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- 4.6.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- 4.6.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- 4.6.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- 4.6.3.1.6 Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
- 4.6.3.1.7 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

4.6.4 Requirements. Accordingly, please see Section 4.1.7 within Table No. 3 herein which details the information pertaining to this issue that the bidder must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

4.7 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. 5]

RFP Section	Attachment	Attachment Description
4.7.1		This RFP Document
4.7.2	A	Form of Proposal
4.7.3	B	Profile of Firm Form
4.7.4	C	Section 3 Form

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4.7.4.1	C-1	Section 3 Explanation
4.7.5	D	PowerPoint: <i>Understanding the Georgia E-Verify Requirements and How it Impacts my Business</i>
4.7.6	E	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
4.7.7	F	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
4.7.8	G	HUD 24 CFR 982.401 Housing Quality Standards
4.7.9	H	Supplemental Instructions to Proposers & Contractors
4.7.10	I	HADC Sample Contract Form (please note that this contract and the noted appendices are being given as a sample only--the HADC reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HADC feels it is in its best interests to do so)
4.7.10.1	I-1	Sample Contract Appendix No. 1: Form HUD-5370-C (1/2014), <i>General Conditions for Non-Construction Contracts Section I (with or without Maintenance Work)</i>
4.7.10.2	I-2	Sample Contract Appendix No. 2: <i>Section 3 Plan</i>
4.7.10.3	I-3	Sample Contract Appendix No. 3: <i>E-Verify Affidavit</i>

5.0 PROPOSAL EVALUATION.

5.1 **Evaluation Factors.** The following factors will be utilized by the Agency 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. 6]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	30 points	Objective	The PROPOSED COSTS the proposer proposes to charge the Agency.
2	15 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the REQUIREMENT.
3	15 points	Subjective (Technical)	The APPROPRIATENESS of the TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED.
4	15 points	Subjective (Technical)	The proposer's TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein).
5	15 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	10 points	Subjective (Technical)	The OVERALL QUALITY and PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
	100 points		Total Points (other than preference points)

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

[Table No. 6a]

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 Attachments C and C-1 (NOTE: A max of 15 points awarded).
7a	15 points		Priority I, Category 1a. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
7b	13 points		Priority II, Category 1b. Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
7c	11 points		Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
7d	9 points		Priority IV, Category 2b. Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
7e	7 points		Priority V, Category 4. Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
7f	5 points		Priority VI, Category 4a. Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
7g	3 points		Priority VII, Category 4b. Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
7h	15 points		Maximum Available Preference Points (Additional)

	115 points	Total Possible Points
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5.2 Evaluation Method.

5.2.1 Initial Evaluation for Responsiveness. Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

5.2.2 Evaluation Packet. An evaluation packet will be prepared for each evaluator, including the following documents:

- 5.2.2.1 Instructions to Evaluators;
- 5.2.2.2 Proposal Tabulation Form;
- 5.2.2.3 Written Narrative Form for each proposer;
- 5.2.2.4 Recap of each proposer's responsiveness;
- 5.2.2.5 Copy of all pertinent RFP documents.

5.2.3 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 4.5 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.

5.2.4 Evaluation. The CO will evaluate and award points pertaining to Evaluation Factors No. 1 and No. 7 (the "Objective" Factor). 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, 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.

5.2.5 Potential "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 no case within no longer than 5 business days after the beginning of such negotiations with the firms deemed to be in the competitive range.

5.2.6 Determination of Top-Ranked Proposer. The points awarded by the evaluation committee shall be combined with the points awarded by the CO to determine the final rankings, which shall be forwarded by the CO to the

President & CEO for approval. If the evaluation was performed to the satisfaction of the President & CEO, the final rankings will 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.

5.2.6.1 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 5.1 herein).

5.2.6.2 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."

5.2.7 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:

5.2.7.1 Which proposer received the award;

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

5.2.7.3 The cost or financial offers received from each proposer;

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

5.2.8 Restrictions. All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the 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.

6.0 CONTRACT AWARD.

6.1 Contract Award Procedures. If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

6.1.1 Agreement to Abide by Terms and Conditions. By completing, executing and submitting the Proposal, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or on the noted eProcurement System,” including the contract clauses already attached as Attachment I, I-1, I-2, and I-3. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

6.1.2 Potential Additional Awards. As previously detailed herein, the Agency anticipates that it will award a contract(s) to one or more proposers as a result of this RFP. If, at any time during the ensuing contract period(s) the contractual relationship between the Agency and any of the awarded proposers is terminated (either on the part of the Agency or the Contractor), the Agency reserves the right to award to another proposer in response to this RFP (most likely the next-rated proposer). It shall be the right of any such “next-rated proposer” to reject any such award. In any case, such means that all proposals will remain eligible for award at any time during the ensuing contract period(s).

6.2 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:

6.2.1 Contract Form. The Agency will not execute a contract on the successful proposer’s form--contracts will only be executed on the Agency form (please see Sample Contract, Attachments I, I-1, I-2, and I-3), and by submitting a proposal the successful proposer agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency 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 Agency to do so; but the failure of the Agency to include such clauses does not give the successful proposer the right to refuse to execute the Agency’s contract form. It is the responsibility of each prospective proposer to notify the Agency, 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 Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

6.2.1.1 Mandatory HUD Forms. Please note that the Agency 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.

- 6.2.1.2 E-Verify Affidavit.** The Contractor must certify compliance with O.C.G.A 13-10-91, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period(s). This Form is attached hereto as Attachment I-3 to this RFP document. This 1-page Form will be fully completed, executed where provided thereon and will be a part of the ensuing contract (NOTE: It is NOT necessary to complete and submit this form as a part of the proposal submittal-- only the awarded proposer(s) will be required to do so as a part of the contract execution).
- 6.2.2 Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.
- 6.2.3 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 Agency, 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.
- 6.3 Contract Period.** The Agency anticipates that it will initially award a contract for the period of one (1) year with the option, at the Agency's discretion, of four (4) additional one-year option periods, for a total maximum contract period of five (5) years.
- 6.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:
- 6.4.1 Worker's Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;
- 6.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, 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 \$1,000;
- 6.4.3 Professional Liability Insurance.** 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 \$1,000,000), with a deductible of not greater than \$1,000;

- 6.4.4 **Automobile Insurance.** 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.
- 6.4.5 **Local Business License.** If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Decatur or the County of DeKalb.
- 6.4.6 **State of Georgia License.** If applicable, a copy of the proposer's license issued by the State of Georgia licensing authority allowing the proposer to provide the services detailed herein.
- 6.4.7 **Certificates.** 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).
- 6.5 **Right To Negotiate Final Fees.** The Agency 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 Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Agency 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).
- 6.6 **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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