



**INVITATION FOR PROPOSALS (RFP)
No. 8162018**

On-Call Plumbing/Sewer & Drain Services

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

RFP Document

Table of Contents

[Table No. 1]

Section	Description	Page
	Introduction	3
	RFP Information at a Glance	3
1.0	The Agency's Reservation of Rights	4
2.0	Scope of Work/Technical Specifications	5
2.1	General Requirements	5
2.2	Contractor Responsibilities (in alpha order)	5
2.3	Method of and Procedure to Award (Task Order)	8
2.4	Personnel Requirements	10
2.5	Previous/Current Contractor(s)	11
3.0	Proposal Format	12
3.1	Tabbed Proposal Submittal	12
3.2	Entry of Proposed Fees	14
3.3	Additional Information Pertaining to the Pricing Items	15
3.4	Proposal Submission	22
3.5	Proposer's Responsibilities – Contact with the Agency	23
3.6	Proposer's Responsibilities – Equal Employment Opportunity and Supplier Diversity	23
3.7	Pre-proposal Conference	26
3.8	Recap of Attachments	26
4.0	Proposal Evaluation	28
4.1	Evaluation Factors	29
4.2	Evaluation Method	30
5.0	Contract Award	33
5.1	Contract Award Procedure	33
5.2	Contract Conditions	33
5.3	Contract Period	34
5.4	Licensing and Insurance Requirements	34
5.5	Right to Negotiate Fees	35
5.6	Contract Services Standards	35
5.7	Prompt Return of Contract Documents	35
	Index of Tables	35

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

INTRODUCTION

The Housing Authority of Savannah (hereinafter, “the Agency”) is a public entity that was formed in 1938 to provide federally subsidized housing and housing assistance to low-income families, within the City of Savannah and Chatham County, Georgia. The Agency is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. Though brought into existence by a Resolution of the City of Savannah, it is a separate entity from the City.

Currently, the Agency owns and/or manages and/or is in partnership for: (a) 6 developments totaling 1,132 public housing units of HUD Public Housing; (b) 4 Mixed Finance developments totaling 187 units; and (c) administrates 280 Rental Assistance Demonstration (RAD) units and over 3,000 Section 8 Housing Choice Vouchers. The Agency currently has approximately 90 employees.

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.

RFP INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON [NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Mr. Faircloth.]	Robert Faircloth, Director of Finance Telephone (912) 235-5800, x 122 E-mail: faircloth@savannahpha.com
HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	1. Access ha.economicengine.com (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. If you have any problems in accessing or registering on the system, please call customer support at 1/866/526-9266.
PRE-PROPOSAL CONFERENCE	Tuesday, August 28, 2018 at 10:00 a.m. ET Housing Authority of Savannah Administrative Offices 1407 Wheaton Street, Savannah, GA 31404
DEADLINE TO SUBMIT QUESTIONS	Tuesday, September 4, 2018, 3:00 p.m. ET
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING BOTH A QUOTE AND PROPOSAL PACKAGE	1. As instructed within Section 3.1 of the RFP document, submit 5 copies of your “hard copy” proposal to the HAS Administrative Office identified below. 2. As directed within Section 3.2 of the RFP document, submit certain required financial information where provided within the ha.economicengine.com -website.
PROPOSAL PACKAGE AND QUOTE SUBMITAL RETURN & DEADLINE	Tuesday, September 18, 2018, 3:00 p.m. ET HAS Administrative Office 1407 Wheaton Street, Savannah, GA 31404 *(The proposed costs must be entered within the aforementioned Internet site and the “hard copy” proposal must be received in-hand and time-stamped by the HAS, no later than 3:00 p.m. on this date).

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

- 1.0 THE AGENCY'S 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 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 Contractor(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer (hereinafter, "Contractor") 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 or proposer that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposers 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, 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 ha.economicengine.com eProcurement Marketplace (hereinafter, the "eProcurement Marketplace" or the "Marketplace") 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 eProcurement Marketplace, 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 or actual proposer, of any responsibility pertaining to such issue.
 - 1.10 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The Agency is seeking proposals from qualified, licensed, and insured entities to provide the following detailed services listed herein:

2.1 General Description of Services. The purpose of this RFP is to form pools of contractors that the Agency may draw from to contract for all phases of:

2.1.1 Lot #1, Plumbing-related Work: Plumbing-related work including, but not limited to, repairing and replacing plumbing fixtures such as: toilets; sinks; bath tubs; drain systems; and water and sewer lines.

2.1.2 Lot #2, Sewer & Drain-related Work: Sewer & Drain-related work including, but not limited to: excavation of sewer lines, hydro-jet pumping, holding tank pumping, and sewage pump repair and installation.

2.1.3 Additional Services. Any other Plumbing and/or Sewer & Drain-related maintenance, repair, or installation work the Agency may order.

2.1.4 Work Standards. It is the responsibility of each Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including, but not limited to: Uniform Building Code (UBC) and the Uniform Plumbing Code (UPC).

2.2 Contractor Responsibilities (in alpha order).

2.2.1 Access for Emergency Vehicles. The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.

2.2.2 Communication. The Agency contact person shall be the primary on-site point of contact for the Contractor pertaining to this work. The Contractor shall be free to converse and communicate with the Agency contact person during or between visits; however, all requests for changes or decisions shall be submitted to the Agency contact person and approved by the Executive Director, or assignee, after receipt and consideration of written request from the Agency. The Agency contact person anticipates that it will typically make a decision in such matters within 3 work days of receipt, though such response time-frame may be shorter or longer depending on the situation; accordingly, the Contractor shall be required to submit such written requests in as timely a manner as

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

reasonably possible. When construction commences, all communication must be directed to the designated Agency contact person only. At no time shall the Contractor or his/her staff communicate directly with Agency residents.

- 2.2.3 Debris.** The Contractor shall clean work areas daily, at the end of the work day, of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).
- 2.2.3.1** All work areas must be kept sanitary and clean of any debris. Debris from work must be removed from any work area.
- 2.2.3.2** The Contractor must examine the work area and determine any unsuitable work condition. Notice of unsuitable conditions shall be brought to the Agency's representative in written form.
- 2.2.4.3** Any expense incurred for removal or replacement of debris required by the Agency due to Contractor created unsuitable conditions will be just cause for the Contractor to bear the expense.
- 2.2.3.4** The Contractor shall provide a construction dumpster as needed to dispose of or remove all debris. The use of the Agency dumpsters is prohibited.
- 2.2.4 Labor Rates All-inclusive.** Unless otherwise provided for herein, the labor fees proposal shall be all-inclusive of all other items, services, and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; etc.
- 2.2.5 "Or Equal" Specifications.** Herein, or within the attached specifications, whenever the Agency has listed a specific brand name the words "or equal" shall automatically apply thereto. This term "or equal" means that the apparent successful proposer may propose to provide an alternate product as long as such proposed alternate product, in the opinion of the Agency, meets the minimum specifications. As detailed within Section 9.3.B.3 of HUD Procurement Handbook 7460.8 REV 2, brand names are listed herein for "establishing design and quality standards" for the product identified. If a proposer wishes to provide a different product than the product the Agency has identified, the Agency will be pleased to respond to any specific written request from a proposer with a listing of the "essential characteristics" for any such product (the proposer may also, if he/she wishes, wait to see if the firm is the apparent successful proposer then submit such written request after the proposal submittal deadline when the Agency will evaluate such alternate products, if submitted).

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

- 2.2.6 Permits.** If required, the Contractor shall obtain all required permits pertaining to any assigned work. (NOTE: The Agency will reimburse the Contractor for the government-mandated fees pertaining to such permits, but not for additional labor, profit, or overhead for obtaining such).
- 2.2.7 Required Licensing.** The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the Chatham County (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or the State of Georgia. Specifically, at least one supervising member of the firm must possess a current Master Plumber license to provide oversight of any proposed work performed for the Agency. The license must be provided upon request by the Agency.
- 2.2.8 Response Time.** Once ordered to proceed with any specific work by the Agency, the Contractor shall complete the work in a timely manner as directed by the Agency.
- 2.2.9 Safety Standards.** It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations. The Contractor shall, upon request from the Agency, provide the Agency with a copy of its safety policy. Any and all accidents or injuries shall be reported verbally within 2 hours and in writing within 24 hours of the occurrence to the designated Agency contact person.
- 2.2.10 Security during Work.** The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a twenty-four-hour basis, not just during the normal work hours.
- 2.2.11 Temporary Facilities.** It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to: temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.
- 2.2.12 Tools/Equipment/Materials.** The Contractor shall ensure at all times during the work that tools, equipment, and material are handled, placed, and stored in a secure and safe manner so as to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. If applicable, as the building the Contractor will be working in is occupied by housing tenants, including a

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

number of elderly/disabled or special needs persons, it will be especially important that traffic areas are clear for access and egress.

- 2.2.13 Warranty/Guarantee.** All work (non-construction related) provided by any Contractor pursuant to any contract that ensues from this RFP shall be warranted or guaranteed by that Contractor for a period of time of not less than 180 days. The Contractor will provide all labor for warranty work for the length of the manufacturers warrant on a new system that the Contractor installs.
- 2.2.14 Weekends.** Unless otherwise approved by the Agency in writing, the Contractor shall not perform any assigned work on an Agency property recognized holiday or weekend days (Saturday or Sunday).
- 2.2.15 Work Standards.** It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the Chatham County (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Georgia, or any applicable Federal Agency.
- 2.2.16 Prohibited Substances.** The use of tobacco, illegal drugs or drugs that would adversely affect the performance of the technician/supervisor, and/or alcohol is prohibited by the Contractor's personnel while performing Agency assigned work.
- 2.2.17 Weapons Prohibited.** The Contractor shall be responsible to ensure that neither the Contractor nor his/her employees bring onto the Agency sites weapons of any kind, legal or illegal, including, but not limited to, firearms or knives.
- 2.2.18 Hazardous Conditions.** Any hazardous or unsafe conditions observed by the Contractor and/or his/her staff or personnel shall be disclosed by the Contractor to the designated Agency staff person verbally within 2 hours and in writing within 24 hours of such observance.
- 2.3 Method of and Procedure to Award (Task Order).** The Agency will retain the right to contract with any of the proposers as a result of this RFP, which contracting shall occur in the following manner (this is sometimes called "forming a pool" of contractors that the Agency may draw from; also note that the Agency reserves the right to not immediately form a pool—to initially award to one firm only—then to form the pool at any time during the ensuing contract period or periods):
- 2.3.1** As detailed within the following Section 2.3.2 herein, if a pool of contractors is formed, each proposer will be ranked by the total calculated proposal sum submitted in response to this RFP.

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

- 2.3.2** When the Agency has need of work in each service area, the Agency staff assigned will contact the 1st-ranked Contractor to ascertain as to whether or not that Contractor is available to do the work within the reasonable time-frame the Agency has established for that work (typically, “reasonable” shall be meet at the site within 1 work day and begin work within 1 work day thereafter). If the 1st-ranked Contractor is not available, the Agency may proceed to the next-ranked Contractor, and so forth, until the Agency has located an available Contractor. The Agency will use the form attached hereto as RFP Attachment H, to record this information. PLEASE NOTE: Once the Agency has ended negotiations with the 1st-ranked firm, the Agency SHALL NOT again enter into negotiations with that firm pertaining to that task order. This process may be repeated by the Agency with ensuing ranked firms until the Agency has successfully negotiated a reasonable cost.
- 2.3.3** If, as detailed within the preceding Section 2.3.2, any ranked proposer is repeatedly not available; not able to successfully reach a negotiated cost; and/or poor performance issues are documented, the Agency reserves the right to adjust the ranking list for that service pool by dropping the proposer from their ranked position, to the last position or remove them entirely from the ranking and shift the remainder of the list up one step.
- 2.3.3.1** **“Typical” Definition Pertaining to Emergencies.** There may be instances when service is required from a Contractor immediately. In such cases the Agency reserves the right to (and probably will) suspend the one-day required response time defined within the immediate preceding Section 2.3.2 and will seek a Contractor who within the previously described pool rotation who is immediately available.
- 2.3.4** **Procedure to Award (Task Order).** Once an available Contractor has been chosen (as detailed within the preceding Section 2.3.2 herein), the Contractor and the Agency representative will meet at the applicable unit or site, conduct the inspection, and mutually determine the extent of the required work and arrive at an agreed-upon cost, which shall be calculated based upon the unit costs listed within the appropriate appendix of the contract.
- 2.3.4.1** **Repair Services.** Each proposer has, in response to this RFP and where provided within the eProcurement Marketplace, as a part of his/her proposal submittal, submitted proposed unit and hourly fees for the various services and positions that will be needed to complete the work. When the Contractor and the Agency representative inspect the unit, they shall ascertain:
- 2.3.4.1.1** **Repairs Required.** A complete list of all the repairs that needs to be and will be completed. Please note that after acceptance by the

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

Agency, this list may only be revised in writing approved by the Agency.

2.3.4.1.2 Supplies/Materials. The complete detailed list of supplies and materials needed to complete the repairs, including any fixtures that will be replaced. Such items shall be priced at the rate submitted and agreed upon the applicable Pricing Item within each Lot, each as may be applicable for each service.

2.3.4.1.3 Labor Hours. The number of hours that the Contractor will require for each position.

2.3.5 Unit Costs Proposed All-inclusive. Please remember that, unless otherwise provided for herein, the unit fees proposal shall be all-inclusive of all other items, services, and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; materials; etc. Please also see the preceding Section 2.3.1 herein.

2.4 Personnel Requirements:

2.4.1 Drug Testing of Personnel. Any person assigned by the Contractor to provide services to the Agency as a result of award of the contract ensuing from this RFP shall, at the Contractor's expense, take and pass a drug test prior to providing any services pursuant to that contract. The Contractor shall deliver to the Agency a statement listing each such person and shall thereon attest and verify that each such person passed the drug test. No person shall be assigned by the Contractor to provide services pursuant to the proposed contract without this written attestation and verification being first delivered to the Agency.

2.4.2 Background Investigation of Personnel. The Contractor's technician/supervisors are in effect deemed to be agents of the Agency. All proposers shall, as a part of the materials submitted under Tab No. 4, clearly detail the level of background investigations that the proposer conducts into its' personnel's employment history, with emphasis on temperament, adherence to authority and conduct. The Agency shall have the right to, upon demand, review the results of such investigation and to refuse to accept any technician/supervisor with, as deemed by the Agency, questionable histories. Files documenting such review shall be maintained by the Agency in the event that technician/supervisor action has been called into question. Finally, the Contractor's investigation shall include an authorization on criminal history check, irrespective of whether or not the candidate has declared that he or she has been arrested and/or convicted before. This criminal history check shall not be limited to local entries but shall include a nation-wide search through appropriate sources.

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

2.4.3 Uniforms. Uniform clothing shall be neat, clean, pressed and in good condition ("good," in the opinion of the Agency), clearly identifying the Contractor's personnel, and shall be worn at all times while on the site performing services. Such clothing shall not be imprinted with provocative words or pictures ("provocative," in the opinion of the Agency). The Contractor shall submit such "uniform clothing" to the Agency for approval prior to award. Additionally, identifying name badges and Contractor's logos shall be clearly visible, and all Contractor personnel must be in possession of at least one official government issued form of identification while performing Agency assigned work.

2.5 Previous/Current Contractor(s). The Agency most recently has used the following contractors for these services:

- 2.5.1** John Blich Plumbing, Savannah, GA;
- 2.5.2** Roto-Rooter Plumbing, Savannah, GA; and
- 2.5.3** Perry Guy Boyd Plumbing, Savannah, GA.

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

3.0 PROPOSAL FORMAT.

3.1 Tabbed Proposal Submittal. The Agency intends to retain the Contractor 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 within the table below. 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 by addendum.

[Table No. 3]

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal. This Form is attached hereto as Attachment A to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services. The proposer shall place under this tab documentation further explaining the proposer’s services and showing how the proposer intends to fulfill the requirements of the preceding Section 2.0 herein, including, but not limited to (NOTE: Though proposers are free to submit as much information as they wish under this tab to satisfy the following detailed requirements, the Agency anticipates that the documentation under this tab will not exceed 4-8 pages, at most.:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer’s DEMONSTRATED UNDERSTANDING of the AGENCY’S REQUIREMENTS .
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the APPROPRIATENESS of the TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED .

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer's TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein).
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5, herein, 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. NOTE: The Agency will place particular importance on EXPERIENCE and PAST PERFORMANCE with HUD agencies, City of Savannah and Chatham County governments.
3.1.4.5		Indicate how staff are retained, screened, trained and monitored.
3.1.4.6		The proposed quality control program.
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.).
3.1.4.8		A complete description of the products and services the firms provide.
3.1.5	5	Managerial Capacity/Financial Viability/Staffing Plan. The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart). NOTE: A copy of the most recent independently prepared financial statements and/or tax return may be requested for any awarded proposer.
3.1.6	6	Client Information. The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number and email address;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided.

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

3.1.7	7	Equal Employment Opportunity/Supplier Diversity. The proposer 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 3.6 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).
3.1.8	8	Subcontractor 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 preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	9	Section 3 Business Preference Documentation (Optional Item). For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.
3.1.10	10	Other Information (Optional Item). The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
3.1.11	Optional Tabs. 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.	
3.1.12	Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e. “spiral-type” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.	

3.2 Entry of Proposed Fees. The proposed fees (Pricing Items) shall be submitted by the proposer and received by the Agency where provided within 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 3.0—any proposer that does so may be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Agency; etc.

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

[Table No. 4]

RFP Section	Pricing Item No.	Qty	U/M	Service Description
3.2.2.1	Lot #1: Plumbing Services			
3.2.2.1.1	1	100	Hours	Plumber
3.2.2.1.2	2	100	Hours	Plumber Laborer
3.2.2.1.3	3	10	Hours	Backhoe/Mini-excavator & Operator
3.2.2.1.4	4	5,000	Dollars	Agency approved Plumbing-related supplies/materials that may be needed to complete the Plumbing Services
3.2.2.2	Lot #2: Sewer & Drain Services			
3.2.2.2.1	6	10	Hours	Sewer & Drain Technician
3.2.2.2.2	7	10	Hours	Sewer & Drain Laborer
3.2.2.2.3	8	10	Hours	"Jetter-type" Line Cleaner & Operator
3.2.2.2.4	9	10	Hours	"Snake-type" Line Inspection Camera & Operator
3.2.2.2.5	10	10	Hours	"Grinder/Shredder" Line Cleaner (minimum 100') & Operator
3.2.2.2.6	11	5,000	Dollars	Agency approved Sewer/Drain-related supplies/materials that may be needed to complete the Sewer/Drain Services

3.3 Additional information pertaining to the Pricing Items.

3.3.1 Quantities. All quantities entered by the Agency herein and within the corresponding Pricing Items on the Marketplace 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 may be a Requirements Contract, in which case the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any amount of services the Agency requires. Please note the immediate following exception to the aforementioned "Requirements Contract" language.

3.3.1.1 Exception to 3.3.1. Though the Agency anticipates that it might make award to one firm only, the Agency retains the right to, at any time during the ensuing contract period(s), complete award to more than one contractor if the Agency determines that such is in its best interests. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:

3.3.1.1.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount. As may be

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

further detailed herein, most specifically within the preceding Section 3.3.1.1, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$2,000; (b) NMCA: \$300,000 (each shall be annual amounts).

3.3.1.1.2 Exceptions Pertaining to the GCMA.

3.3.1.1.2.1 The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of 3 requests from the Agency to be available for work during the contract period.

3.3.1.1.2.2 (PLEASE NOTE: This clause does not pertain to any firm that, as detailed within the preceding Section 3.3.1.1.2.1, has had the GCMA declared null and void during the current contract period). If, during the final 3 months of the contract period, the Agency has not made a task order award to any Contractor(s) in the pool that would ensure that award(s) to the Contractor reaches the \$2,000 GCMA, the Agency shall retain the right to suspend the process detailed within Section 2.3 herein and complete an award directly to any such Contractor, thereby reaching the GCMA (once the GCMA has been met, this exception is no longer available during that contract period and the procedure set within Section 2.3 is again in affect).

3.3.2 Entry of Fees. Proposers are required to submit a proposal, where provided for within the eProcurement Marketplace, for each and every

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

Pricing Item detailed within Table No. 4. Whereas no additional proposal prices can or will be received after the proposal submittal deadline, any proposer that does not comply with this requirement shall be rejected without further consideration.

3.3.2.1 Warning! Realistic Proposed Cost for the Pricing Items. Each proposer is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic cost for each Pricing Item listed within the preceding Table No. 4. For example, if the successful proposer enters \$1.00 per hour for an “hourly” Pricing Item, then the \$1.00 per hour is what the successful proposer will charge the Agency for the work that the Agency may retain the successful proposer to provide if the Agency deems such retention is in the Agency's best interests to do so. Further, if, despite this warning, the successful proposer proposes a very low fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful proposer to, at contract execution, present a cash bond in a suitable amount (e.g. \$5,000.00) to ensure that the successful proposer will fulfill his/her obligation in this matter.

3.3.2.2 No Negotiation of Proposed Fees after the Submittal Deadline. The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic price for each Pricing Item identified within the preceding Table No. 4 herein that the proposer chooses to submit a proposed cost for.

3.3.2.3 Review the Entry of Proposed Fees. The Agency strongly recommends that each proposer, after entry of these proposed fees within the eProcurement Marketplace, print the receipt provided and review the entry to ensure that the proposer has entered the proposed fees correctly and as the proposer intended to meet the requirements herein (the eProcurement Marketplace will allow the proposer to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The proposer will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect.

3.3.2.3.1 After a proposer has entered where provided within the eProcurement Marketplace his/her proposed unit costs for the Pricing Items in each Lot, the eProcurement Marketplace will automatically multiply the proposed unit costs by the listed quantities.

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

- 3.3.2.4 Supplies/Materials (Pricing Items No. 4 and No. 11).** Each proposer shall enter pricing for these Pricing Items where provided for within the eProcurement Marketplace as a percentage over cost. For instance, if the proposer wishes to provide such items at cost, he/she shall enter "1.00" within the cost area for this item; if the proposer wishes to provide such materials at 30% over cost, he/she shall enter "1.30" within the cost area for this item; and so forth. The eProcurement Marketplace will perform the extended calculations. Please note that this fee proposal shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site, meaning, all costs shall be F.O.B. the Agency site. Also, the Agency reserves the right to:
- 3.3.2.4.1** Require the Contractor to garner such needed supplies directly from the Agency; and/or
 - 3.3.2.4.2** Procure directly from a supplier of the Agency's choosing any supplies/materials that the Contractor may require to provide the services.
 - 3.3.2.4.3** In any case, the Agency anticipates (and shall require) that the Contractor will procure such supplies/materials from suppliers at a fair and reasonable "market rate" cost. The Agency reserves the right to not reimburse the Contractor for any portion of any such costs that are deemed by the Agency to be unfair and unreasonable ("deemed," meaning in the opinion of the Agency based on a comparison of such costs with costs for similar items that may have been or could have been procured as detailed within the immediate preceding Section 3.3.2.5.2).
 - 3.3.2.4.4** Please note that the information within the immediate following Section 3.3.3 herein does not apply to the supply rates identified within this Section 3.3.2.5; meaning, the "percentage of cost rate" proposed will remain set throughout the ensuing contract periods.
- 3.3.2.5 Entry of Fees/Lots.** A proposer may propose services as follows:
- 3.3.2.5.1** A proposer may propose costs (and services) for just Lot #1 or just Lot #2; or
 - 3.3.2.5.2** A proposer may propose costs for both Lot #1 and Lot #2.

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

3.3.2.5.3 If a proposer wishes to propose a cost for any one Pricing Item in each Lot, he/she must propose a cost—and services—for all Pricing Items within such Lot; meaning, a proposer shall not be allowed to “pick and choose” which services listed within each Lot that the proposer may wish to respond to with a proposed cost.

3.3.2.5.4 After a proposer has entered where provided within the eProcurement Marketplace his/her proposed unit costs for the Pricing Items in each Lot, the Marketplace will automatically multiply the proposed unit costs by the listed quantities.

3.3.3 Potential Escalation of Labor Rates. At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar State of Georgia Prevailing Wage Rates (“most similar,” as determined by and at the sole discretion of the Agency). For example, if, at the end of the first contract period the listed prevailing wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CO’s discretion, be entitled to a 5% increase in the labor rates that he/she submitted in response to this RFP. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.

3.3.3.1 Notification Must Be Received from the Contractor. The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

3.3.3.2 Right to Reject. As stated within the preceding Section 3.3.3, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the successful proposer has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):

3.3.3.2.1 Step No. 1. The successful proposer submits his/her written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period (please see the preceding Section 3.3.3.1 herein);

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

3.3.3.2.2 **Step No. 2.** The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the successful proposer as to if the request is approved or rejected;

3.3.3.2.3 **Step No. 3.** If rejected and the successful proposer wishes to, as a result, cease providing the services to the Agency, the successful proposer has 10 days from the receipt of the written notice of rejection to deliver to the Agency CO a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice);

3.3.3.2.4 **Step No. 4.** The Agency will then endeavor to ensure that the Agency makes other arrangements to replace the successful proposer (e.g. contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the original successful proposer, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

3.3.4 **Compensation for Non-Regular-Time Hours.** Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The Agency shall consider regular time to be Monday-Friday (excluding holidays), 8:00 AM - 4:30 PM. Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates herein for any work the Agency requires the successful proposer to work specifically during non-regular-time hours; however:

3.3.4.1 The Agency shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work “after hours” is due to the Contractor’s lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a “non-normal” action by the Agency or an “Act of God” causes the Contractor to work “after hours” to solve the problem, then aforementioned non-regular-time rule shall apply. All such

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

non-regular-time work must be pre-approved in writing by the Agency.

3.3.5 HUD Maintenance Wage Rates Determination (MWRD). Please see Attachment G-6, attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), the Agency must ensure that Contractors do not pay its employees that perform such work for the Agency at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a proposal, each proposer is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within Attachment G-6, attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor may not be required to submit certified payrolls; however, the Contractor must make its payroll records available to either the Agency or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply.

3.3.6 Davis-Bacon Prevailing Wage Rates. As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the Agency needs the successful proposer to provide services that require the successful proposer to pay Davis-Bacon for a specific task order pertaining to the ensuing contract, then to compensate the successful proposer for any amount that the applicable Davis-Bacon rates are greater than the portion of the applicable hourly fees listed within the Pricing Items identified within the preceding Table No. 4 herein that the Contractor actually pays to each such person performing the work, as verified by payroll records (or any similar hourly fee that is increased as a result of Section 3.3.3 herein), the Agency shall:

3.3.6.1 Ascertain the applicable portion of the hourly wage rate(s) that is actually paid to the Contractor's employee;

3.3.6.2 Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies;

3.3.6.3 Ascertain the difference between the two rates, which amount the Agency will pay to the successful proposer for that task order only to compensate the Contractor for the difference in pay between the rate the Contractor normally pays the employee and the rate the Contractor is required to pay the employee as the result of the Davis-Bacon law.

3.3.7 Government-set Fees. In some cases) the City or County may require a building permit to be "pulled" for an assigned job (e.g. replacement of plumbing fixtures). The Contractor will be required to "pull" such

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

permits, and the Agency will reimburse the Contractor the amount of the fee (but will not pay to the Contractor any profit or overhead fees for such).

3.3.8 Prior Agency Approval Required. Please note that the successful proposer shall NOT conduct any additional work without the prior written authorization of the Agency representative (via delivery of a Task Order, which may take the form of an email). Failure to abide by this directive shall release the Agency of any obligation to pay the successful proposer for any work conducted without the noted prior written authorization.

3.3.9 No Deposit/No Retainer. The Agency will NOT pay any deposits or retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful proposer(s) for actual hours worked only. The Contractor will be required to submit a full back-up detail of all hours worked, listed by no less than the "30-minute" standard.

3.4 Proposal Submission. All hard-copy" proposals must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and 4 exact copies (each of the 5 separate proposal submittals shall have a cover and extending tabs) of the "hard copy" proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**Housing Authority of Savannah
Attn: Robert Faircloth, Director of Finance
RFP No. 8162018-On-Call Plumbing/Sewer & Drain Services
1407 Wheaton Street
Savannah, GA 31404**

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

3.4.2 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 eProcurement Marketplace, 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

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

3.4.3 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 3.8, 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 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.

3.5 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 has not abided by this directive.

3.5.1 Addenda. 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.

3.6 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.

3.6.1 Within 2 CFR §200.321 it states:

3.6.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

3.6.1.2 (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.6.1.3 (2) Affirmative steps must include:

3.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3.6.1.3.3 (3) 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;

3.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

3.6.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

3.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

3.6.2.1 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.

3.6.2.2 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

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

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.

3.6.3 Within our **Agency Procurement Policy** it states that our Agency will:

3.6.3.1 Assistance to Small and Other Business, Required Efforts:

3.6.3.1.1 Including such firms, when qualified, on solicitation mailing lists;

3.6.3.1.2 Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;

3.6.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

3.6.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

3.6.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

3.6.3.1.6 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

3.6.3.1.7 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.6.4 Requirements. Accordingly, please see Section 3.1.7 within Table No. 3 herein which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

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

3.7.1 Teleconference attendance at the Pre-Proposal Conference is available with a Toll Free call-in number: (866) 906-7447, participant Log-In: 6063509, followed by the # sign. Please advise Mr. Faircloth prior to the Conference by e-mail(faircloth@savannahpha.com) if you intend to access the Conference telephonically.

3.8 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	Document No.	Attachment	Attachment Description
3.8.1	1.0		This RFP Document
3.8.2	2.0	A	Form of Proposal
3.8.3	3.0	B	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.8.4	4.0	C	Profile of Firm Form
3.8.5	5.0	D	Section 3 Form Submittal Form
3.8.5.1	5.1	D-1	Section 3 Explanation
3.8.6	6.0	E	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.8.7	7.0	F	<i>Supplemental Instructions to Proposers & Contractors (SIPC)</i>
3.8.8	8.0	G	Agency Sample Contract Form (PLEASE NOTE: This contract and the noted appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

			that the Agency feels it is in its best interests to do so.
3.8.8.1	8.1	G-1	Sample Contract Appendix No. 1: form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
3.8.8.2	8.2	G-2	Sample Contract Appendix No. 2: form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
3.8.8.3	8.3	G-3	Sample Contract Appendix No. 3, Section 3 Plan
3.8.8.4	8.4	G-4	Sample Contract Appendix No. 4: Georgia E-Verify Affidavit Form
3.8.8.5	8.5	G-5	Sample Contract Appendix No. 5: form HUD-92010 (3/2006), Equal Employment Opportunity Certification
3.8.8.6	8.6	G-6	Sample Contract Appendix No. 6: HUD FORM 52158, Maintenance Wage Rate Determination (04/2005); Effective Date: [4/1/2018]; Expiration Date: [3/31/2019].
3.8.8.7	8.7	G-7	Sample Contract Appendix No. 7: form HUD 50071 (01/14), Certification of Payments to Influence Federal Transactions (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
3.8.8.8	8.8	G-8	Sample Contract Appendix No. 8: Standard Form LLL (Rev. 01/14), Disclosure of Lobbying Activities (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
3.8.8.9	8.9	G-9	Sample Contract Appendix No. 9: Task Order form
3.8.9	9.0	H	<i>Justification of Contractor Availability Form</i>
3.8.10	10.0	I	<i>Agency Profile of Properties (Sites)</i>
3.8.11	*PLEASE NOTE: There may be additional HUD-required documents that pertain to maintenance issues that are not listed herein, such as documents pertaining to payroll issues; and by submitting a proposal in response to this RFP the proposer thereby agrees, if awarded, to complete and submit such documents as required by HUD.		

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

4.0 PROPOSAL EVALUATION.

4.1 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 and on-line (specifically, the pricing submitted on-line):

[Table No. 6]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	50 points	Objective	The PROPOSED COSTS the proposer proposes to charge the Agency.
2	5 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the AGENCY'S REQUIREMENT .
3	10 points	Subjective (Technical)	The APPROPRIATENESS of the TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED .
4	10 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	20 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. NOTE: The Agency will place particular emphasis on the proposer's above described EXPERIENCE and PAST PERFORMANCE with HUD agencies, City of Savannah and Chatham County governments.
6	5 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)

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

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

[Table No. 6a]

(1) No.	(2) Max Point Value	(3) Factor Type	(4) Factor Description
6		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION. A firm may qualify for Section 3 status as detailed within Attachments D and D-1 (NOTE: A max of 15 points awarded).
6a	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.
6b	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.
6c	11 points		Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
6d	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.
6e	7 points		Priority V, Category 3. Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
6f	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.
6g	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.
6h	15 points		Maximum Available Preference Points (Additional)
	115 points	Total Possible Points	

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

4.2 Evaluation Method.

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

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

4.2.2.1 Instructions to Evaluators;

4.2.2.2 Proposal Tabulation Form;

4.2.2.3 Written Narrative Form for each proposer;

4.2.2.4 Recap of each proposer's responsiveness;

4.2.2.5 Copy of all pertinent RFP documents.

4.2.3 Evaluation Committee. The 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.

4.2.4 Evaluation. The CO will evaluate and award points pertaining to Evaluation Factors No. 6 (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. 1 through 5 (the "Subjective" Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

4.2.4.1 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 4.1):

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

[Table No. 7]

Classification*	Rating	%	Points Awarded Range				
			5	10	20	30	100**
Acceptable	Excellent	95%/+	5	10	19-20	29-30	95-100
Acceptable	Very Good	90%/+	5	9	18	27-28	90-94
Potentially Acceptable	Good	80%/+	4	8	16-17	24-26	80-89
Potentially Acceptable	Average	70%/+	4	7	14-15	21-23	70-79
Unacceptable	Poor	<70%	0-3	0-6	0-13	0-20	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.							

4.2.5 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.

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

4.2.6.1 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 4.1 herein).

4.2.6.2 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."

4.2.7 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:

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

- 4.2.7.1 Which proposer received the award;
 - 4.2.7.2 Where each proposer placed in the process as a result of the evaluation of the proposals received;
 - 4.2.7.3 The cost or financial offers received from each proposer;
 - 4.2.7.4 Each proposer's right to a debriefing and to protest.
- 4.2.8 **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.

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

5.0 CONTRACT AWARD.

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

5.1.1 By completing, executing, and submitting the Form of Proposal, Attachment A, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in Hard copy or on the eProcurement Marketplace,” including the contract clauses already attached as Attachments G and G-1 through G-9. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published (and the Agency will not do so except under certain extreme circumstances).

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

5.2.1 Contract Form. The Agency will not execute a contract on the Contractor's form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1 through G-9), and by submitting a proposal the Contractor 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 Contractor 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.

5.2.1.1 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.

5.2.1.2 E-Verify Affidavit. The Contractor must certify compliance with Georgia E-Verify requirements, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period. This Form is attached hereto as Attachment G-4 to this RFP document. This 1-page Form will be fully completed and executed where provided thereon by the successful proposer 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

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

proposal submittal—only the awarded proposer(s) will be required to do so as a part of the contract execution).

- 5.2.2 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.
- 5.2.3 Unauthorized Sub-Contracting Prohibited.** The Contractor 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 Contractor as a result of the proposed contract; either as determined by the CO.
- 5.3 Contract Period.** The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency’s discretion, of 4 additional one-year option periods, for a maximum total of 5 years.
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *Contractor* will be required to provide:

 - 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the proposer’s current industrial (worker’s compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
 - 5.4.2 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 maximum deductible amount of \$5,000;
 - 5.4.3 Automobile Insurance.** An original certificate showing the proposer’s automobile insurance coverage in a combined single limit of \$2,000,000. 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 \$250,000/\$500,000 and medical pay of \$5,000.
 - 5.4.4 City/County/State Business License.** If applicable, a copy of the proposer’s business license allowing that entity to provide such services

**REQUEST FOR PROPOSALS (RFP) NO. 8162018-
On-call Plumbing/Sewer & Drain Services**

within the City of Savannah, Chatham County, and/or the State of Georgia.

- 5.4.5 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).
- 5.5 Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, 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.
- 5.6 Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 5.7 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Agency within 5 work days of notification by the Agency.

Index of Tables

[Table No. 8]

Table	Description	Page
1	Table of Contents	2
2	RFP Information at a Glance	3
3	Tabbed Proposal Submittal	12
4	Entry of Proposed Fees	15
5	Recap of Attachments	26
6	Evaluation Factor	28
6a	Preference Evaluation Factor	29
7	Points Awarded Range	31
8	Index of Tables	35