**REQUEST FOR PROPOSALS (RFP)**

**No. P19002**

**Real Estate Appraisal**

**&**

**Market Study Services**

**RFP Document**

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**INTRODUCTION**

#### T

he Portland Housing Authority, (hereinafter, “the Agency”) is a public entity that was formed in 1943 to provide federally subsidized housing and housing assistance to low-income families, within Portland, ME. The Agency is headed by an Executive Director (ED) and is governed by a seven-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 Portland, it is a separate entity from the City.

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urrently, the Agency owns and/or manages: (a) 12 public housing developments totaling 996 housing units; 45 units of Low-Income Housing Tax Credit; 10 units Market Rate; 169 housing units HUD Multi-family housing; (b) 1,947 Annual Contributions Contract for HUD Tenant-Based Housing Choice Vouchers. The Agency currently has approximately 70 employees.

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n 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 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 Ms. Kaufman.) | Heather Kaufman, Procurement CoordinatorTelephone: (207)221-8087E-mail: hkaufman@porthouse.org TDD/TTY: (800)877-8339 |
| HOW TO OBTAIN THE RFP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE | 1. Access ha.economicengine.com (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the eProcurement Marketplace, we recommend that you call Customer Support at (866)526-9266. |
| PRE-PROPOSAL CONFERENCE | NONE SCHEDULED |
| QUESTION SUBMITTAL DEADLINE | Monday, April 8, 2019, 3:00 PM EST |
| HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A QUOTE SUBMITTAL | 1. As directed within Section 3.2.1 of the RFP document, enter proposed pricing where provided within the eProcurement Marketplace web site. 2. As instructed within Section 3.0 of the RFP document, submit 3 copies of your “hard copy” quote to the Agency Administrative Office. |
| PROPOSAL SUBMITAL RETURN & DEADLINE | \*Friday, April 19, 2019, 3:00 PM EST  14 Baxter Boulevard, Portland, ME 04101 (The proposed costs must be entered within the aforementioned eProcurement Marketplace and the “hard copy” documentation must be received in-hand and time-stamped by the Agency by no later than 3:00 PM EST on this date) |
|  | |

1. **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 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. **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. **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.
  2. **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
  3. **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 eProcurement Marketplace (hereinafter also “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 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 proposer, of any responsibility pertaining to such issue.
  4. **Right to Reject – Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the RFP documents (and any other information pertaining to this RFP such as addenda). Accordingly, by submitting a response to this RFP the respondent thereby affirms that he/she obtained all information on the Marketplace. Any other group such as an association or 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 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 Marketplace.

1. **SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is seeking proposals from qualified and licensed entities to provide the Agency with the following detailed services:

**2.1 Multiple Agencies.** Awards ensuing from this RFP may be made by either the Portland Housing Authority (PHA) or the Portland Housing Development Corporation (PHDC). Herein, whenever the term “Agency” is utilized, such may refer to either agency or both agencies. If the PHA Agency forms any additional instrumentalities or corporations, those groups will also be eligible to utilize and award pursuant to this RFP.

* + 1. **General Information.** The Agency is seeking proposals for professional Real Estate Appraisal Services to assist the Agency in appraising the ‘as is” fair market value of, up to eight developments. We are also seeking proposals for Market Study Services which will be conducted at two public housing developments that are applying for 9% *Low Income Housing Tax Credits* from MaineHousing. The developments have a variety of building styles and are multi-family and elderly/disabled public housing sites located in Portland, Maine.
  1. **The Real Estate Appraisal Services** shall include, but are not limited to:
     1. Provide appraisals appropriate for public housing authorities undergoing a RAD conversion and using LIHTC and/or other financing sources.

**2.2.2** Conduct a physical inspection of subject properties to note the characteristics of the property that are relevant to its valuation.

* + 1. Analyze and detail comparable improved sales, land sales, and rental data as appropriate.
    2. Consider and develop the cost, sales comparison, and income capitalization approaches to value as a market rate property.
    3. Analyze collected data and synthesize information into appropriate value estimates, including as-is value and value of the underlying land.
    4. Prepare a complete appraisal presented in summary report format of the interests described above. The report will conform to the generally accepted appraisal standards as evidenced by the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board (ASB) and the Appraisal Foundation, as well as the Appraisal Institute.
    5. Provide the following values for each Subject Property;
       1. As-is affordability-restricted value.
       2. As-is unrestricted value.
       3. Land value.
       4. Lease fee interest value for a ground-leased property.
  1. **Market Study** **Services.** The market studies must meet *Maine State Housing Authority Low Income Housing Tax Credit Qualified Allocation Plan* requirements. Market Study Services will include, but are not limited to;
     1. Inspecting the site of the proposed property and the general location.
     2. Project description.
     3. Delineation of the Market Area.
     4. Market Area Economy.
     5. Population and Household Trends.
     6. Household Income Distribution.
     7. A Demand Estimate.
     8. An Absorption Rate Estimate.
     9. A Competitive Rental Market Analysis.
     10. A Community Service Facility opinion letter, per Section 42 requirements.
  2. **Subject Properties.** NOTE:All the Subject Properties listed in Table No. 3 need Appraisals. Only Riverton Park and Washington Gardens need to have a Market Study prepared.

[**Table No.3]**

|  |  |  |
| --- | --- | --- |
| **Property Name** | **Address** | **# Units** |
| **Harbor Terrace** | **284 Danforth Street, Portland, ME** | **120** |
| **Orange Street**  **(Lot)** | **Harbor Terrace future development lot. Location to be determined.** | **0** |
| **Riverton Park\*** | **2 Riverton Drive, Portland, ME** | **150** |
| **Washington Gardens\*** | **577 Washington Avenue, Portland, ME** | **100** |
| **Washington Gardens**  **(Office Building and Land)** | **577 Washington Avenue, Portland, ME** | **1** |
| **Scattered Site** | **155 Anderson Street, Portland, ME** | **6** |
| **Sagamore Village**  **(Buildings 1-4)** | **21 Popham Street, Portland, ME** | **16** |
| **Sagamore Village**  **(Buildings 5-50)** | **21 Popham Street, Portland, ME** | **184** |
| **Franklin Towers** | **211 Cumberland Avenue, Portland, ME** | **200** |
| **Liberty Square** | **37 Illsley Street, Portland, ME** | **1** |
| **\*NOTE: Only Washington Gardens and Riverton Park need a Market Study.** | | |
|  | | |

**2.5 Potential Additional Awards.** Though we have named 9 properties in the preceding Table No. 3 that are requiring appraisals and market study services, these may not be the only properties that we will award as a result of award of this RFP; meaning, if we develop additional properties within the next 5 years (as identified within the following Section 5.3 herein), we may complete award for the management of those properties to the firm(s) that are awarded pursuant this RFP (or, if suitable competition has been received in response to this RFP, the Agency may conduct additional evaluations of those proposals to complete such additional award).

* 1. **Previous/Current Contractor(s).** The Agency’s current and past provider of these services are:
     1. **Appraisal Service.** Maineland Consultants, Portland, ME.
     2. **Market Study.** 
        1. The Signal Group, Portland, ME

* + - 1. The Gill Group.

**3.0 PROPOSAL FORMAT.**

* 1. **Tabbed Proposal Submittal.** The Agency intends to retain the Contractor pursuant to a “Best Value” basis, not a “Low Bid” 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. 4]**

|  |  |  |
| --- | --- | --- |
| **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), *Certifications and Representations of Offerors, Non-Construction Contract*.** 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: |
| **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 **QUALITY** of the **TECHNICAL APPROACH** and the **SERVICES PROPOSED.** |
| **3.1.4.3** |  | As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer’s **DEMONSTRATED 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 RELEVANT EXPERIENCE** in performing similar work and **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 the information submitted within the proposal. NOTE: The Agency will place particular emphasis on the proposer’s above described EXPERIENCE and PAST PERFORMANCE with related-work with public housing agencies. |
| **3.1.4.5** |  | If appropriate, how staff are retained, screened, trained, and monitored. |
| **3.1.4.6** |  | The proposed quality control program. |
| **3.1.4.7** |  | An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.). |
| **3.1.4.8** |  | A complete description of the products and services the firm may 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, *Profile of Firm Form*. 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). |
| **3.1.6** | **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: |
| **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 e-mail address; |
| **3.1.6.4** | A brief narrative description and scope of the service(s) and the dates the services were/are provided. |
| **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/Joint Venture Information (Optional Item).** The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. |
| **3.1.9** | **9** | **Section 3 Business Preference Documentation (Optional Item).** For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form. |
| **3.1.10** | **10** | **Other Information (Optional Item).** The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the 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.” DO NOT eliminate any of the tabs. | |
| **3.1.12** | **Proposal Submittal Binding Method.** It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the 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. | |
|  | | |

* 1. **Entry of Proposed Fees**.
     1. ***The proposed fees shall be submitted by the proposer and received by the Agency where provided within the eProcurement Marketplace only.*** ***Do not submit, enter, or refer to any fees or costs within the sealed 10-tab “hard copy” proposal submittal detailed within Section 3.0—any proposer that does so may, at the Agency’s discretion, be rejected without further consideration.***
     2. **Pricing Items.** Unless otherwise stated herein, 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.

**[Table No. 5]**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **RFP Section** | **Pricing Item No.** | **Qty** | **U/M** | **Description** |
| **3.2.2.1** | **Lot #1: Real Estate Appraisal Services** | | | |
| **3.2.2.1.1** | **1** | **1** | **Each** | **Firm-fixed Fee to provide Real Estate Appraiser Services for Harbor Terrace detailed within the preceding Section 2.2 herein.** |
| **3.2.2.1.2** | **2** | **1** | **Each** | **Firm-fixed Fee to provide Real Estate Appraiser Services for Orange Street Lot (Harbor Terrace) detailed within the preceding Section 2.2 herein.** |
| **3.2.2.1.3** | **3** | **1** | **Each** | **Firm-fixed Fee to provide Real Estate Appraiser Services for Riverton Park detailed within the preceding Section 2.2 herein.** |
| **3.2.2.1.4** | **4** | **1** | **Each** | **Firm-fixed Fee to provide Real Estate Appraiser Services for Washington Gardens detailed within the preceding Section 2.2 herein.** |
| **3.2.2.2.5** | **5** | **1** | **Each** | **Firm-fixed Fee to provide Real Estate Appraiser Services for Washington Gardens Office Building and Land detailed within the preceding Section 2.2 herein.** |
| **3.2.2.1.6** | **6** | **1** | **Each** | **Firm-fixed Fee to provide Real Estate Appraiser Services for 155 Anderson Street detailed within the preceding Section 2.2 herein.** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **3.2.2.1.7** | **7** | **1** | **Each** | **Firm-fixed Fee to provide Real Estate Appraiser Services for Sagamore Village (Buildings 1-4) detailed within the preceding Section 2.2 herein.** |
| **3.2.2.1.8** | **8** | **1** | **Each** | **Firm-fixed Fee to provide Real Estate Appraiser Services for Sagamore Village (Buildings 5-50) detailed within the preceding Section 2.2 herein.** |
| **3.2.2.1.9** | **9** | **1** | **Each** | **Firm-fixed Fee to provide Real Estate Appraiser Services for Franklin Towers detailed within the preceding Section 2.2 herein.** |
| **3.2.2.1.10** | **10** | **1** | **Each** | **Firm-fixed Fee to provide Real Estate Appraiser Services for 37 Illsley Street detailed within the preceding Section 2.2 herein.** |
| **3.2.2.2** | **Lot #2: Market Study Services** | | | |
| **3.2.2.2.1** | **10** | **1** | **Each** | **Firm-fixed Fee to provide Market Study Services for Riverton Park detailed within the preceding Section 2.3 herein.** |
| **3.2.2.2.2** | **11** | **1** | **Each** | **Firm-fixed Fee to provide Market Study Services for Washington Gardens detailed within the preceding Section 2.3 herein.** |
|  | | | | |

**3.3 Additional Information pertaining to the preceding listed Pricing Items.**

* + 1. **Quantities.** All quantities entered by the Agency herein (especially within the immediate preceding Table No. 4) and within the corresponding Pricing Items within the eProcurement 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.

**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 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: $1,000; (b) NMCA: $100,000 (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 2.5 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 2.5 is again in affect).

* + 1. **Entry of Fees.** Proposers must enter a realistic and reasonable proposed cost for all Pricing Items. Whereas no additional proposed costs can or will be received after the proposal submittal deadline, any proposer that does not comply with this requirement will be rejected without further consideration.
       1. **Warning! Realistic Proposed Cost for the Pricing Items.** Each proposer is strongly encouraged to enter where provided within the eProcurement System a realistic cost for each Pricing Item listed within each of the preceding Table No. 5 herein. For instance, if the successful proposer enters $1,000.00 for a Pricing Item, then the $1,000.00 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. $10,000.00) to ensure that the successful proposer will fulfill his/her obligations in this matter.
       2. **No Post-submittal Deadline Corrections Allowed.** 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 the Pricing Items identified within the preceding Table No. 5 herein.
       3. **Review the Entry of Proposed Fees.** The Agency strongly recommends that each proposer, after entry of the proposed fees within the Marketplace, print the receipt provided and review the entry to ensure that the proposer has entered the proposed fees correctly (the 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 to assign the points pertaining to Evaluation Factor No. 1 detailed within the following Table No. 6 herein.
       4. **Determination of the Calculated Cost.** After a proposer has entered where provided within the Marketplace his/her proposed unit costs for the Pricing Items, the Marketplace will automatically multiply the proposed unit costs by the listed quantities. The total sum of all the line items shall be the Total Calculated Cost that the Agency will utilize to determine the points assigned for cost as identified for Pricing Item No. 1 within the following Table No. 8 herein.
       5. **No Deposits/No Retainer.** The Agency will NOT pay any deposits or retainer fees as a result of award of the ensuing contract (such is not allowed per relevant HUD regulation). This means that the Agency will pay the successful proposer(s) for actual services provided only. For services billed at the hourly rate, the Contractor will be required to submit a full back-up detail of all hours worked, listed by no more than the “15-minute” standard.

**3.3.2.6 Entry of Fees/Lots.** A proposer may propose services as follows:

**3.3.2.6.1** A proposer may propose costs (and services) for just Lot #1 or just Lot #2; or

**3.3.2.6.2** A proposer may propose costs for Lot #1 and Lot #2.

**3.3.2.6.3** 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.

**3.3.2.6.4** 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 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 costs allowed in the same amount of any escalation that occurs pertaining to the most similar Producer Price Index (PPI), "most similar" in the opinion of the Agency.  For example, if, at the end of the first contract period the listed rate increased 5% as compared with the listed rate on the date of contract execution, then the Contractor will, at the CO’s discretion, be entitled to a 5% increase in the 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 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 3.3.5 herein, 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 3.3.5.1 herein);

**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 Prior Agency Approval Required.** Please note that the Contractor 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 e-mail). Failure to abide by this directive shall release the Agency of any obligation to pay the Contractor for any work conducted without the noted prior written authorization.

##### 3.4 Proposal Submission. All pricing must be entered where provided within the eProcurement Marketplace and 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 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the “hard copy” proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**Portland Housing Authority**

**Attention: Heather Kaufman, Procurement Coordinator**

**14 Baxter Boulevard, Portland, Maine 04101**

**3.4.1 Exterior of 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.

* + 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 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 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 may not have 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.

**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 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. 4 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.

**3.7 Pre-proposal Conference.** There is not a Pre-proposal Conference scheduled as a part of this RFP competitive solicitation process.

**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. 6]**

|  |  |  |  |
| --- | --- | --- | --- |
| **RFP Section** | **Document No.** | **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), *Certifications and Representations of Offerors, Non-Construction Contract* |
| **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), *Instructions to Offerors, Non-Construction* |
| **3.8.7** | **7.0** | **F** | *Supplemental Instructions To Proposers & Contractors (SIPC)* |
| **3.8.8** | **8.0** | **G** | Sample Contract Form (please note that this contract and the listed 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 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 (01/2014), *General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)* |
| **3.8.8.2** | **8.2** | **G-2** | Sample Contract Appendix No. 2: *Section 3 Plan* |
| **3.8.9** | **9.0** | **H** | *Agency Profile of Properties* |
| **3.8.9.1** | **9.1** | **H-1** | Google Earth Maps |
| **3.8.9.2** | **9.2** | **H-2** | Market Study Community Service Facilities - Sample Letter |
|  | | | |

* 1. **PROPOSAL EVALUATION.**
  2. **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. 7]**

|  |  |  |  |
| --- | --- | --- | --- |
| **(1)**  **No.** | **(2)**  **Max Point Value\*** | **(3)**  **Factor Type** | **(4)**  **Factor Description** |
| **1** | **30 points** | **Objective** | The **PROPOSED COSTS** submitted by the proposer. |
| **2** | **10 points** | **Subjective**  **(Technical)** | The proposer’s **DEMONSTRATED UNDERSTANDING of the AGENCY’S REQUIREMENT**. |
| **3** | **10 points** | **Subjective**  **(Technical)** | The **QUALITY** of the **TECHNICAL APPROACH** and the **SERVICES PROPOSED.** |
| **4** | **10 points** | **Subjective**  **(Technical)** | The proposer’s **DEMONSTRATED** **TECHNICAL CAPABILITIES** (in terms of personnel) and the **MANAGEMENT PLAN** (including the ability to provide the services detailed herein). |
| **5** | **30 points** | **Subjective**  **(Technical)** | The proposer’s **DEMONSTRATED RELEVANT EXPERIENCE** in performing similar work and the **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 the information submitted within the proposal. |
| **6** | **10 points** | **Subjective**  **(Technical)** | The **OVERALL QUALITY, ORGANIZATION, and PROFESSIONAL APPEARANCE** of the **PROPOSAL SUBMITTED**, based upon the opinion of the evaluators. |
|  | **100 points** |  | **Total Points (other than preference points)** |
| **\*NOTE: Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within his/her proposal.** | | | |
|  | | | |

* + 1. **Preference Evaluation Factor.** The following factors will be utilized by the CO to evaluate each proposal submittal received:

**[Table No. 7a]**

|  |  |  |  |
| --- | --- | --- | --- |
| **(1)**  **No.** | **(2)**  **Max Point Value** | **(3)**  **Factor Type** | **(4)**  **Factor Description** |
| **7** |  | **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). |
| **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 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. |
| **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** | |
|  | | | |

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

* + 1. **Evaluation Packet.** An evaluation packet will be prepared for each evaluator, including the following documents:
       1. Instructions to Evaluators;
       2. Proposal Tabulation Form;
       3. Written Narrative Form for each proposer;
       4. Recap of each proposer’s responsiveness;
       5. Copy of all pertinent RFP documents.

* + 1. **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.
    2. **Evaluation.** The CO will evaluate and award points pertaining to Evaluation Factors No. 1 and 7 (the “Objective” Factors). The appointed evaluation committee, independent of the CO or any other person at the 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.
       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):

**[Table No. 8]**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Points Awarded Range** | | | | | |
| **Classification\*** | **Rating** | **%** | **10** | **30** | **100\*\*** |
| **Acceptable** | **Excellent** | **95%/+** | **10** | **29-30** | **95-100** |
| **Acceptable** | **Very Good** | **90%/+** | **9** | **27-28** | **90-94** |
| **Potentially Acceptable** | **Good** | **80%/+** | **8** | **24-26** | **80-89** |
| **Potentially Acceptable** | **Average** | **70%/+** | **7** | **21-23** | **70-79** |
| **Unacceptable** | **Poor** | **<70%** | **0-6** | **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.** | | | | | |
|  | | | | | |

* + 1. **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.
    2. **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.
       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).
       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.”
    3. **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:
       1. Which proposer received the award;
       2. Where each proposer placed in the process as a result of the evaluation of the proposals received;
       3. The cost or financial offers received from each proposer;
       4. Each proposer’s right to a debriefing and to protest.
    4. **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.

**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 a 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 Marketplace” including the contract clauses already attached as Attachments G and G-1 through G-4, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

* 1. **Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:
     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-4 each attached hereto), 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 posted question 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.

**5.2.2 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.

* + 1. **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.
  1. **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 total maximum contract period of 5 years.
  2. **Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide (NOTE: The Agency reserves the right to increase the following limits based on the requirements of specific funding sources, or the based on the size of the contract executed with the chosen firm, or based on the size of the ensuing construction contract):
     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);
     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 commercially reasonable deductible (e.g. “commercially reasonable,” meaning at least 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of $50,000;
     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 commercially reasonable deductible (e.g. “commercially reasonable,” meaning at least 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of $50,000;
     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 $100,000/$300,000 and medical pay of $5,000.
     5. **City/County/State Business License.** If applicable, a copy of the proposer’s business license allowing that entity to provide such services within the City of Portland, the County of Cumberland, and/or the State of Maine.
     6. **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).
  3. **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.
  4. **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. **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 10 work days of notification by the Agency.

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