



Request For Proposals No. P21001

Grounds Maintenance Services

March 26, 2021

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Article 1 Introduction

The Fresno Housing Authority (hereinafter, “the Agency”) is a public entity that has served as the affordable housing provider throughout Fresno County for over 75 years. Today, the Agency provides housing programs to 17,000 families under a variety of programs including Low Income Public Housing, Housing Choice Vouchers (Section 8), Section 42 Low Income Housing, Low Income Housing Tax Credits, Migrant Services, Farm Labor Housing, Emergency Housing, and others.

The Fresno Housing Authority consists of the Housing Authority of the City of Fresno and the Housing Authority of the County of Fresno, each of which are governed by a seven-member Board of Commissioners. The City Board is appointed by the Mayor. Five of the seven commissioners are appointed to four-year, staggered terms. The other two members are appointed to two-year terms from among the residents of housing owned by the Housing Authority. The County Board of Commissioners is structured in the same manner, except that the County Commissioners are appointed by the County Board of Supervisors.

Fresno Housing’s Vision: Make Fresno an engaged county, where all residents have access to quality housing that contributes to vibrant communities, and where all residents are empowered to achieve their educational and economic goals.

Fresno Housing’s Mission: Create and sustain vibrant communities throughout Fresno County.

Fresno Housing’s Strategic Goals: To accomplish its mission, the Agency focuses on four primary strategies as it works toward its broad, community-building mission:

- Place: Develop & expand the availability of quality affordable housing throughout the city & county of Fresno by growing & preserving appropriate residential assets & increasing housing opportunities for low-income residents.
- People: Respect community needs & knowledge - by listening, learning, and researching - & respond to issues compassionately, intelligently, & intentionally - by developing exceptional programs based on shared expectations.
- Public: Build support for housing as a key component of vibrant, sustainable communities through public information, engagement, and advocacy that promotes affordable housing & supports the advancement of Fresno's low-income residents.
- Partnerships: Collaborate to strengthen the Housing Authority's ability to address the challenges facing Fresno communities.

In keeping with its strategic plan, the Agency is now soliciting proposals from qualified, licensed and insured entities to provide the below 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.

Article 2 RFP Information at a Glance

Fresno Housing Authority Contact Person (NOTE: Unless otherwise specified, any reference herein to “Contracting Facilitator” or “(CF)” shall be a reference to Ms. Aguigam.)	Jordan Mikus, Procurement Coordinator E-mail: jmikus@fresnohousing.org (559) 753-3383
How to obtain the RFP documents on the applicable internet site	1. Access nahro.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 Site Visit (Voluntary)	Proposer may voluntarily choose amongst the following dates to visit properties of their choice: <ul style="list-style-type: none"> • Tuesday, April 6, 2021 between 9:00AM-3:00PM • Wednesday, April 7, 2021 between 9:00AM-3:00PM • Thursday, April 8, 2021 between 9:00AM-3:00PM *Please see Attachment 8.0 and 11.0 for Table of Property Addresses and Contact Information. ALL CONTRACTORS TO FOLLOW COVID-19 PROTOCOLS AND CENTERS FOR DISEASE CONTROL (CDC) GUIDELINES DURING ANY JOB WALKS
Deadline to submit questions	Thursday, April 15, 2021 @ 4:00 PM
How to fully respond to this RFP by submitting a proposal document	1. In accordance with <u>Section 5.04</u> of the RFP document, PROPOSAL SHOULD NOT INCLUDE COST AND PRICING INFORMATION. 2. In accordance with <u>Article 5</u> of the RFP document, <u>Proposal submissions must be submitted electronically via the eProcurement site</u> by no later than the submittal deadline stated herein.
Proposal submission return and deadline	Thursday, April 29, 2021 @ 4:00 PM Fresno Housing Authority Central Office, Attn: Jordan Mikus 1331 Fulton Street, Fresno, CA 93721 *(The proposed costs AND the proposal must be entered within the aforementioned Internet site no later than 4:00 p.m. on this date).

Article 3 Fresno Housing Authority's Reservation of Rights

Section 3.01 Right to Reject, Waive, or Terminate the RFP

The Agency reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.

Section 3.02 Right to Not Award

The Agency reserves the right not to award a contract pursuant to this RFP.

Section 3.03 Right to Terminate

The Agency reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).

Section 3.04 Right to Determine Time and Location

The Agency reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.

Section 3.05 Right to Retain Proposals

The Agency reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contact Person (CF).

Section 3.06 Right to Negotiate

The Agency reserves the right to negotiate the fees proposed by the proposer entity.

Section 3.07 Right to Reject Any Proposal

The Agency reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

Section 3.08 No Obligation to Compensate

The Agency shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

Section 3.09 Right to Prohibit

The Agency shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the nahro.economicengine.com Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CF 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.

Article 4 Scope of Work/Technical Specifications

The Agency is requesting proposals for Grounds Maintenance Services for the mowing and edging of all turf, removal of leaves and debris, tree services, shrub trimming, trimming, pruning, and cleaning around and weeding of all ornamental trees, shrubs, flower beds, and all planter areas at apartment complexes and buildings located throughout the City and County of Fresno.

Section 4.01 General Specifications

- A. All properties are owned and managed by the Agency.
- B. Proposals shall include all labor, equipment, materials, and supplies necessary, and in a condition acceptable to the Agency.

Section 4.02 Grounds Services

A. Contractor Responsibilities

- 1. 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)
- 2. Perform according to industry standard.
- 3. Contractor to clean work areas of all debris left over from visit. NOTE: Do not place such debris in the Agency dumpsters, but shall be removed from the work site by the Contractor.

B. Service Requirements

- 1. Basic service requirements include, but are not limited to, the following:
 - a. Prior to each mowing, contractor shall collect and remove litter and leaves from all turf areas, including leaves blown off roofs, ornamental trees, shrubs, planter areas and flower beds, and from all walkways, driveways, carport covers, ground-floor patios and street curbing. All paved areas are to be cleaned. Weeds and/or lawn in any cracks of curbs or along paved areas, both sides of fence lines, both sides of alleyways, building perimeters and street curbing are to be removed. Garbage bin enclosures and surrounding areas are to be cleaned at each service. Contractor shall immediately notify the Agency when garbage bin enclosures are obstructed by debris which will prevent the contractor from cleaning the enclosure area.

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- b. Contractor shall mow grass turf areas, including back yards¹, where applicable, to a mowing height of 2 to 1 inch. (Fescue, bluegrass or perennial rye grass shall be mowed to a height of 2 - 3 inches). A high quality cut shall be provided by mowers with sharp cutting edges. All mowers must be equipped with a grass catcher and used at each mowing. Mulching mowers are not to be used. All mowing on a particular property shall be completed once started. All grass turf areas are to be left in a clean and neat manner. This will require lawn grass clippings be collected where there is grass accumulation.
- c. Contractor shall collect clippings from all turf areas, sidewalks, ground-floor patios, curbs, parking lot gutters, etc., after each mowing and remove from site. **Agency dumpsters are not to be used to dispose of grass clippings, litter, debris or leaves. Remove trash from lawn, parking, and trash enclosure areas, including leaf removal. Limb and foreign objects shall be removed or placed out of the way of lawn equipment. Under no circumstances shall lawn equipment be allowed to run over trash or other items which would be shredded or strewn across the property.**
- d. Contractor shall collect clippings from all turf areas, sidewalks, ground-floor patio
- e. Contractor shall repair or replace, at the Contractor's expense, any trees, shrubs, sprinklers, etc., damaged by mowing due to occurrences such as, but not limited to, "crowning" or "scalping" caused when the cutting blade of a tractor cutting deck goes over the top of a hill.
- f. Contractor shall mechanically edge all sidewalks, mow-strips, curbs, patios, ornamental trees, shrubs, flower beds, planter areas and shall remove dirt and debris immediately after mechanical edging has been completed. Remove any branches touching roofs. Weed all shrubs and flowerbeds.
- g. Contractor shall pick up edged clippings after mowing **(Do not blow edged clipping back on to mowed lawns)**. Notify the Agency immediately of any diseased or dry-rotted trees, which will require removal.
- h. Contractor shall trim around trees and shrubs before each mowing
- i. Contractor shall prune all shrubs and ornamental trees in order to maintain a neat and natural appearance. Under no circumstances shall stripping of lower branches (raising up) of young trees be permitted. Lower branches can be cut flush with the trunk only after the tree is able to stand erect with staking or other support. All

¹ Properties: Desoto I and II, Pinedale

cuttings are to be removed from the site. **Agency dumpsters are not to be used to dispose of grass clippings, litter, debris, or leaves.** Contractor is not expected to prune any branches more than 12 feet from the ground. The objective of shrub pruning is the same as for ornamental trees. Trim shrubs, hedges, and brush along property fence lines.

- j. Contractor shall weed all ornamental trees, shrubs, planter areas and flower beds and shall keep all planter areas weed free, without “ringing” or damaging the trees, shrubs and other ornamental plants, or without killing the surrounding grass and plants. Pre- and post-emergent treatments may be used according to manufacturer instructions and per applicable state and federal laws, codes and regulations.
- k. Contractor is to provide a schedule of mowing days to the Agency within two weeks after the start of the contract. Any changes to the mow days must be coordinated with the Site Staff two weeks prior to the change.
- l. Contractor to perform services as per schedule. Mow days falling on Holidays must be rescheduled and completed within the same week or the Agency will deduct the weekly cost of service for non-performance.
- m. The Agency does not pay for non-performance on “Rain Days.” Contractor to schedule a make-up day or adjust bill for days missed due to rain.
- n. Contractor shall mow the entire specified areas according to the schedule set forth. Partial mowing of areas will not be acceptable and the Contractor shall not receive full payment, unless the action has been corrected.
- o. Contractor to test sprinkler system on site each site visit.

Section 4.03 Additional Labor That May Be Required

At some point during the contract period the Agency may require the Contractor to provide the following services. The Agency will dictate the days and times of such services, if retained. The Contractor will provide the services at the Additional Labor Rates detailed within Table 5 below.

A. Task Order Basis

- 1. The Agency will only order such additional services by use of a fully completed Task Order form.

B. Repair and Adjustment of Sprinklers

- 1. Contractor to inspect the sprinkler system for proper operation. Sprinklers are to be adjusted in such a way that they will not wet the sidewalks, asphalt, or building structures. Sprinkler heads, filters, risers, valves, and solenoids are to be cleaned, repaired or replaced,

as needed. Valve box covers are to be replaced, if missing, and secured with anti-tampering screws. If required, Contractor may need to furnish the parts and bill to the Agency accordingly. The Agency will supply all necessary parts for sprinkler repairs. Time clocks are to be set in accordance with the water regulations governing the particular complex. Loose connections are to be repaired. Notify the Agency of clock damage or its need to be repaired or replaced.

C. Sprinkler Lateral Line Repairs

1. Contractor shall repair all lateral lines, as needed. Contractor shall charge for lateral line repairs on an hourly basis. The Agency will provide parts.

D. Extraordinary Clean Up

1. Contractor shall perform extraordinary clean-up after notifying Management that major debris exists and is impeding schedule fulfillment, and upon management's approval. Major debris will generally refer to such items as: mattresses, box springs, tree limbs, dead trees and shrubs, or other such items, not including leaves blown off roofs. Contractor shall charge for extraordinary clean-up on an hourly basis.

E. Fertilization

1. The fertilization program will provide the equivalent of 4 to 4-1/2 pounds of soluble nitrogen or sulfate of ammonia per 1,000 square feet as requested. Nitrogen or sulfate of ammonia to be supplied by the Agency or the Manager may request Contractor to supply nitrogen at an additional cost for materials.

F. Seeding and Aeration

1. Contractor to perform seeding and aeration of grass at each site yearly in the fall.

G. Other Services

1. Contractor to perform other services as requested by site staff or management.

Section 4.04 Performance Specifications

A. Personnel Standards

1. Maintenance shall be performed by personnel who are trained and otherwise qualified to perform tasks assigned.
2. Contractor's employees shall wear some identification (uniform, shirt, caps, etc.) while performing duties.
3. All personnel shall be neat in appearance and shall conduct their work in a professional manner with minimal disturbance to the contacting party. If any of Contractor's personnel are not satisfactory to the owner or the property manager, Contractor shall replace such personnel with those who are satisfactory. Contractor's employees shall wear some identification (uniform, shirt, caps, etc.) while performing duties

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4. Contractor shall use all reasonable care, consistent with his rights to manage and control his operation, not to employ any persons or use any labor, or use or have any equipment or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the owner's place of business or which interfere or are likely to interfere with the operations of business.
 5. Contractor shall immediately give such notice to the Site Staff to be followed by written progress reports, as shall be reasonable necessary to advise the Site Staff of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof that Contractor, in his opinion, believes may interfere with the operation of the business. Contractor shall use his best efforts to resolve any such complaints, trouble, dispute or controversy.
 6. Contractor must cooperate with and take direction from all site staff.
- B. Hours of Maintenance and Workdays**
1. Maintenance shall be performed Monday through Friday, between the hours of 8:00 a.m. through 5:00 p.m.
 2. Contractor is required to provide weekly service from January through December. See Section 5.04.01 for additional details.
 3. The Agency does not pay holiday pay for mow days falling on holidays.
 4. The Contractor will be required to do one of the following:
 - a. Mow on the holiday or,
 - b. Mow another day within the same week.
- C. Supervision**
1. Contractor shall furnish the necessary qualified supervision to oversee all operations.
 2. Contractor shall be available to attend a minimum of two (2) meetings per year with the Site Staff, or their designee, to coordinate, plan and discuss the grounds care program.
 3. Contractor shall immediately notify the Agency of any damage caused by the Contractor's employees.
- D. Equipment**
1. Contractor shall furnish all equipment necessary to perform the grounds maintenance in accordance with these specifications, and warrants that all equipment will be of such type as to cause no hazard or danger.

Article 5 Proposal Format

Section 5.01 Tabbed Proposal Submittal

Tab No.	Description
1	Form of Proposal. This Form is attached hereto as document No. 2.0 to this RFP document. This one-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
2	Form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract. This Form is attached hereto as document No. 3.0 to this RFP document. This two-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3	Profile of Firm Form. The Profile of Firm Form is attached hereto as document No. 4.0 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.
4	Proposed Services. As more fully detailed within <u>Article 6</u> of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing: <i>(It is anticipated that the documentation submitted to show the following in Tab 4 will be no more than 1 or 2 pages)</i>
4.1	As detailed within <u>Section 6.01</u> , the proposer's Demonstrated Understanding of the Agency's Requirements. <ul style="list-style-type: none"> - <i>Agency and Project Requirements:</i> The proposer should explain their understanding of Agency and project requirements in a cover letter which should be a maximum of two pages in length. Reference should be made to the complexities of layered financing and federal regulations which dictate construction and development standards. - Describe both the firm's prior experience with target business participation plans (e.g. Section 3, MBE/WBE/DVBE, etc.) and the firm's job specific approach to increase participation and opportunity for disadvantaged business concerns.
4.2	As detailed within <u>Section 6.01</u> , the proposer's Technical Approach , including, if appropriate, labor categories and estimated hours
4.3	As detailed within <u>Section 6.01</u> , the proposer's Technical Capabilities and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
4.4	As detailed within <u>Section 6.01</u> , 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. Please provide information for 3 or more past experiences.
5	Managerial Capacity/Financial Viability. The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Profile of Firm Form. Such information shall include the proposer's

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Tab No.	Description
	qualifications to provide the services; a description of the background and current organization of the firm.
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: <ul style="list-style-type: none"> - The client's name - The client's contact name - The client's telephone number - A brief description and scope of the service(s) and the dates the services were provided.
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 Section 5.05 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned business).
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 preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
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 Document No. 5.0 & 5.1 and any documentation required by those forms.
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.

Section 5.02 No Information Placed Under a Tab

If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement to the effect of "No Information for This Section" or "This section left intentionally blank". DO NOT eliminate any of the tabs.

Section 5.03 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. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, and then conveniently return the proposal submittal to its original condition.

Section 5.04 Entry of Proposed Fees

The proposed fees shall be submitted by the proposer and received by the Agency where provided on the noted Internet System only. Do not submit, enter or refer to any fees or costs within the 10-tab "hard

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copy” proposal submittal detailed within Section 5.01. 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, document copying not specifically agreed to by the Agency, etc.

The quantities listed below reflect estimated annual Agency needs; Actual quantities might vary.

5.04.01 Monthly Service

The contractor is required to mow or provide other services as required *every* week year round (January through December). Some properties may require mowing during the winter months (January–March, November–December). All properties will require mowing during the Spring/Summer period (April–October). In cases where a weekly mow is not required (due to drought conditions, or grounds with little to no grass) the contractor shall provide other services such as removing leaves, and other debris, weeding, and trimming, etc.; or as requested by the Property Manager. The services required may vary from property to property.

Proposed fees shall be submitted on a per month basis for each lot in which the proposer chooses in the format below. Proposers may choose not to enter fees in any one of the lots for #1–#28, depending on which properties the proposers wish to service. Property addresses are described in the table below and Attachment 8.0. Additionally, Property Maps are included in Attachments 10.0 and 10.1.

Item No.	Description	QTY	U/M	Property Address	Annual Price
Lot #1: Sequoia Courts Terrace 6-02, 6-05					
1	Weekly Service – Sequoia Courts 6-02, 6-05	12	Months	515 S. Modoc, Fresno, CA (Scattered)	
Lot #2: Monte Vista Terrace					
2	Weekly Service – Monte Vista Terrace	12	Months	1132 N. Sherman Ct., Fresno, CA	
Lot #3: Mariposa Meadows					
3	Weekly Service – Mariposa Meadows	12	Months	1011 W. Atchison Ave, Fresno, CA	
Lot #4: Garland Gardens					
4	Weekly Service – Garland Gardens	12	Months	3702 N. Pleasant Ave #101, Fresno, CA	
Lot #5: Marcelli Terrace					

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5	Weekly Service – Marcelli Terrace	12	Months	4887 N. Barcus, Highway City	
Lot #6: Fresno Housing Authority Central Office					
6	Weekly Service – Fresno Housing Authority Central Office	12	Months	1331 Fulton St, Fresno, CA (No Property Map provided)	
Lot #7: Pine Warehouse					
7	Weekly Service – Pine Warehouse	12	Months	5326 E Pine Ave, Fresno, CA (No Property Map Provided)	
Lot #8: Helm Home					
8	Weekly Service – Helm Home	12	Months	1749 L Street, Fresno, CA (No Property Map Provided)	
Lot #9: Yosemite Village					
9	Weekly Service – Yosemite Village	12	Months	709 W. California Ave, Fresno, CA	
Lot #10: Cedar Courts 6-08, Cedar Courts II 6-9B					
10	Weekly Service – Cedar Courts 6-08, Cedar Courts II 6-9B	12	Months	4430 E. Hamilton, Fresno, CA (Scattered)	
Lot #11: Viking Village					
11	Weekly Service – Viking Village	12	Months	4260 N. Chestnut, Fresno, CA	
Lot #12: Pacific Gardens					
12	Weekly Service – Pacific Gardens	12	Months	5161 E. Kings Canyon Rd, Fresno, CA	
Lot #13: Inyo Terrace					
13	Weekly Service – Inyo Terrace	12	Months	510 S. Peach #101, Fresno CA	
Lot #14: Sierra Terrace Market					

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14	Weekly Service – Sierra Terrace	12	Months	631 Kern St. Fresno, CA	
Lot #15: Renaissance at Trinity					
15	Weekly Service – Renaissance at Trinity	12	Months	524 S. Trinity Street, #101 Fresno, CA	
Lot #16: Sunset Terrace I, II					
16	Weekly Service – Sunset I and Sunset II	12	Months	629 E. Springfield St #96, Reedley, CA & 629 E. Springfield #211, Reedley, CA (Scattered)	
Lot #17: Del Rey Apartments					
17	Weekly Service – Del Rey Apartments	12	Months	5662 Oaklane Ave, Del Rey, CA	
Lot #18: Laton Apartments					
18	Weekly Service – Laton Apartments	12	Months	6701 Latonia Avenue, Laton CA	
Lot #19: Wedgewood Commons					
19	Weekly Service – Wedgewood Commons	12	Months	2415 Fifth Street, Sanger, CA	
Lot #20: Citrus Gardens					
20	Weekly Service – Citrus Gardens	12	Months	100 Maple Drive, Orange Cove, CA	
Lot #21: Orchard Apartments					
21	Weekly Service – Orchard Apartments	12	Months	295 S. Newmark, Parlier, CA	
Lot #22: Parlier Migrant					
22	Weekly Service – Parlier Migrant	12	Months	8800 S. Academy Ave, Parlier, CA	
Lot #23: Biola					
23	Weekly Service – Biola	12	Months	4955 Seventh Street, Biola, CA	

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Lot #24: Mountain View Apartments I, II					
24	Weekly Service – Mountain View Apartments I, II	12	Months	1270 South Avenue, Orange Cove, CA (Scattered)	
Lot #25: Blossom Trail Commons					
25	Weekly Service – Blossom Trail Commons	12	Months	285 J. Street, Sanger, CA	
Lot #26: Magill Terrace					
26	Weekly Service - Magill Terrace	12	Months	325 E. Vine Street, Sanger, CA	
Lot #27 Pinedale Apartments 28-24, 28-32					
27	Weekly Service – Pinedale Apartments (Scattered) 28-24, 28-32	12	Months	160 W. Minarets, Pinedale, CA (Scattered) 481 W. Alluvial, Pinedale, CA (Scattered)	
Lot #28 Kuffel Terrace I and II					
28	Weekly Service – Kuffel Terrace 28-04, 28-16	12	Months	791 I Street, Orange Cove, CA 1040 8 th Street, Orange Cove, CA	
Lot #29 Monte Vista					
29	Weekly Service – Monte Vista Terrace	12	Months	1132 N. Sherman Court	
Lot #30					
30	Weekly Service – Oak Grove Commons	12	Months	595 Bigger Street	
Lot #31 Fairview Heights Terrace					
31	Weekly Service – Fairview Heights Terrace	12	Months	2195 S. Maud Street	
Lot #32 Sierra Plaza					
32	Weekly Service – Sierra Plaza	12	Months	838 Tulare Street	
Lot #33					

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33	Weekly Service – Alta Monte	12	Months	205 N. Blackstone Ave.	
Lot #34					
34	Weekly Service – Paseo 55	12	Months	1764 12th Street	
Lot #35					
35	Weekly Service – Santa Clara	12	Months	1553 Santa Clara Street	
Lot #36					
36	Weekly Service - Cueva de Oso	12	Months	1445 Peach Street	
Lot #37					
37	Weekly Service – DeSoto Gardens I & DeSoto Gardens II	12	Months	640 E. California Avenue	
Lot #38					
38	Weekly Service – Parc Grove Vets	12	Months	2720 E. Clinton Ave.	
Lot #39					
39	Weekly Service - Roosevelt Apartments	12	Months	466 N. Roosevelt	
Lot #40					
40	Weekly Service - Emergency Housing	12	Months	937 Klette St.	
Lot #41					
41	Weekly Service – HOP Homes	12	Months	Scattered Sites	
Lot #42					
42	Weekly Service – Granada Commons	12	Months	14570 W. California Ave, Kerman CA	
Lot #43					
43	Weekly Service – Helsem Terrace	12	Months	14595 W. "B" St. Kerman CA	
Lot #44					
44	Weekly Service – Taylor Terrace	12	Months	8410 Fifth St. San Joaquin, CA	
Lot #45					
45	Weekly Service – San Joaquin Apartments	12	Months	22297 W. Idaho St., San Joaquin CA	
Lot #46					
46	Weekly Service – Parkside Apartments	12	Months	36200 N. Giffen Ave. Huron, CA	

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Lot #47					
47	Weekly Service – Cazares Terrace	12	Months	36468 "O" St. Huron, CA	
Lot #48					
48	Weekly Service – Cazares Terrace II	12	Months	36333 Mouren St., Huron, CA	
Lot #49					
49	Weekly Service – Huron Apartments	12	Months	36737 Los Angeles St. Huron, CA	
Lot #50					
50	Weekly Service – Rio Villas	12	Months	1238 "P" St. Firebaugh, CA	
Lot #51					
51	Weekly Service – Firebaugh Elderly	12	Months	1662 Thomas Conboy Ave. Firebaugh, CA	
Lot #52					
52	Weekly Service – Cardella Courts	12	Months	419 "P" St. Firebaugh, CA	
Lot #53					
53	Weekly Service – Firebaugh Family Apartments	12	Months	1501 Clyde Fannon Rd. Firebaugh, CA	
Lot #54					
54	Weekly Service – Mendoza Terrace	12	Months	1625 Allardt Dr. Firebaugh, CA	
Lot #55					
55	Weekly Service – Mendoza Terrace II	12	Months	1613 Mendoza Dr. Firebaugh, CA	
Lot #56					
56	Weekly Service – Maldonado Plaza	12	Months	1779 Thomas Conboy Ave., #49, Firebaugh CA	
Lot #57					
57	Weekly Service – Mendota RAD	12	Months	191 Tuft, Mendota CA	
Lot #58					
58	Weekly Service – Mendota Farm Labor	12	Months	191 Tuft, Mendota CA	

5.04.02 Tree Services

Proposers may bid for landscaping and/or tree trimming lots.

Lot #59 – Tree Service Scope of Work/Technical Specifications

Including, but not limited to, tree pruning and stump/root grinding at multi-family apartment complexes located throughout the City and County of Fresno. Shall include all labor, equipment, materials, and supplies necessary, and in a condition acceptable to the Agency.

A. Contractor Responsibilities

- a. Obtain all required permits and licenses required pertaining to any assigned work (NOTE: The Agency will reimburse the Contractor for the government-mandated fees pertaining to such permits).
- b. Perform in a workman-like manner according to industry standard practices.
- c. Daily, clean work areas of all work-generated debris. NOTE: Do not place such debris in the Agency dumpsters, but shall be removed from the work site by the Contractor.

B. Service Requirements

- a. Prune trees, in order to maintain a neat and natural appearance.
- b. Under no circumstances shall trees be topped, unless directed by the Agency.
- c. Spray all mistletoe with “Floril”, or Agency approved equal, when requested.
- d. Remove all suckers and cut flush with trunk.
- e. Remove all branches touching roofs.
- f. Notify the Agency immediately of any diseased or dry-rotted trees, which will require removal.
- g. Upon removal of trees, grind roots to a depth of six inches below grade and back fill hole with soil to grade. Additionally, grind all surface roots and back fill holes with soil as needed.

C. Work Standards. It is the responsibility of each Contractor to ensure that each worker 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 work-like manner and in accordance with all applicable laws, codes, and/or regulations.

D. Resources. The Contractor shall be required to provide any and all personnel, tools, equipment, etc. to provide the services.

E. Pruning. Prune trees to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached. Branches to have a vertical spacing from 8” to 48” and radial orientation so as not to overlay one another, to eliminate narrow V-shaped branch forks that lack strength, to reduce toppling and wind damage by thinning out crown, or to maintain growth within space limitations, or to maintain a natural appearance, or to balance crown with roots.

- a. Under no circumstances will stripping of lower branches (“raising up”) of young trees be permitted. Retain lower branches in a “tipped back” or pinched condition with as much foliage as possible to promote trunk growth (tapered trunk). Lower branches may be cut flush with the trunk only after the tree is able to stand erect without staking or other support.
- b. Thin out and shape evergreen trees when necessary to prevent wind and storm damage. Perform primary pruning to deciduous trees during the dormant season.

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Prune damaged trees or those that constitute health or safety hazards at any time of the year as required.

- c. Make all pruning cuts of lateral branches or buds, flush with trunk. "Stubbing" will not be permitted.
- d. Remove all mistletoe as needed or spray with "Floril", or Agency approved equal.

Item No.	Description	QTY	U/M	Cost \$
Lot #59 – Tree Services				
1	Labor	1	Hour	
2	Pruning	1	Hour	
3	Tree Removal	1	Hour	
4	Stump & Root Grinding	1	Hour	
5	Tree Sterilization	1	Tree	

5.04.03 Additional Labor

Fees for Lot #59, Additional Labor that may be required must be entered by each proposer. Fees for this lot are entered as a per hour rate. Labor rates 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.

Item No.	Description	QTY	U/M	\$/Hour
Lot #60 - Gardening Services				
1	Grounds Maintenance	1	Hours	
2	Maintenance Laborer	1	Hours	

Additional Information Pertaining to the Pricing Items

5.04.04 Quantities

All quantities entered by the Agency herein and within the corresponding Pricing Items within the noted Internet System are for calculating purposes only.

5.04.05 Price Escalation

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 California Prevailing Wage Rates. For example, if at the end of the first contract period the listed prevailing wage rates increases 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CF's discretion, be entitled to a 5% increase in the labor rates submitted in response to the

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.

The contractor must notify the CF, 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 CF.

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.

05.04.06 HUD Maintenance Wage Rates Determination

Please see Attachment 9.0, 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 9.0, attached hereto. Please note that, as detailed within Section 1.10 of HUD Procurement Handbook 7460.8 REV 2 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.

Section 5.05 Equal Employment Opportunity/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.

5.05.01 Per 2 CFR §200.321:

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

5.05.01.A The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

5.05.01.B Affirmative steps shall include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 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;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

5.05.02 Per HUD Procurement Handbook 7460.8 REV 2:

- 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.
- 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.

5.05.03 Assistance to Small and Other Business, Required Efforts

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

- Include such firms, when qualified, on solicitation mailing lists;
- Encourage their participation through direct solicitation of bids or proposals whenever they are potential sources;
- Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- Establish delivery schedules, where the requirement permits, which encourage participation by such firms;

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- Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- Include 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
- Require prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

Section 5.06 Proposal Submission

Proposal submissions must be submitted electronically via the eProcurement site by no later than the submittal deadline stated herein. All pricing must be entered where provided within the noted Internet System and proposals should NOT include cost and pricing. Cost and pricing are to be submitted separately within the electronic eProcurement system. Please allow yourself enough time to register and submit your proposal. Proposals received after the published deadline will not be accepted.

Fresno Housing Authority
Attention: Jordan Mikus
1331 Fulton Street
Fresno, CA 93721

5.06.01 Submission Conditions

Do not fold or make any additional marks or notations on the documents to be submitted. Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System, registering and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

5.06.02 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 3.7, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to

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

Section 5.07 Proposer's Responsibilities, Contact with Fresno Housing Authority

It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CF 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.

5.07.01 Addenda

All questions and requests for information must be addressed in writing to the CF. The CF 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 CF 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 CF—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 CF may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CF may more fairly respond to all prospective proposers in writing by addendum.

Section 5.08 Pre-Proposal Conference

Proposer may voluntarily choose amongst the following dates to visit properties of their choice:

- **Tuesday, April 6, 2021 between 9:00AM-3:00PM**
- **Wednesday, April 7, 2021 between 9:00AM-3:00PM**
- **Thursday, April 8, 2021 between 9:00AM-3:00PM**

*Please see Attachment 8.0 and 11.0 for Table of Property Addresses and Contact Information.

Section 5.09 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:

Attachment	Description
1.0	This RFP Document
2.0	Form of Proposal

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Attachment	Description
3.0	Form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract
3.1	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
4.0	Profile of Firm Form
5.0	Section 3 Form Submittal Form
5.1	Section 3 Explanation
6.0	<i>Agency Supplemental Instructions To Proposers & Contractors (SIPC)</i>
7.0	Agency Sample Contract Form (please note that this contract is 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)
7.1	Sample form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
8.0	Table of Property Addresses
9.0	Maintenance Wage Rate Determination
10.0	City Property Maps
10.1	County Property Maps
11.0	Property Contact Information

Article 6 Proposal Evaluation

Section 6.01 Evaluation Factors

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:

No.	Max Point Value	Factor Type	Factor Description
1	50 points	Objective	The Proposed Costs submitted on the e-procurement website.
2	10 points	Subjective (Technical)	The proposer's Demonstrated Understanding of the Requirements .
3	5 points	Subjective (Technical)	The Appropriateness of the Technical Approach and the Quality of the Work Plan .
4	10 points	Subjective (Technical)	The proposer's Technical Capabilities (in terms of personnel, equipment and materials) and the Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).

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No.	Max Point Value	Factor Type	Factor Description
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.
6	5 points	Subjective (Technical)	The Overall Quality and Professional Appearance of the Proposal , based upon the opinion of the evaluators.
Total	100 points		Total Points Possible(other than preference points)

Section 6.02 Preference Evaluation Factors

The following preference factors will be utilized by the CF to evaluate each proposal submittal received. Please note: proposers may elect only one category from the priorities below.

	Max Point Value	Preference Factor Type	Preference Factor Description
7	Section 3 Business Preference Participation. A firm may qualify for Section 3 status as detailed within Attachments 5.0 and 5.1 (NOTE: A maximum of 15 points awarded).		
7a	15 points	Objective	Category 1. 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, or whose full-time, permanent workforce includes 30 percent of these persons as employees.
7b	11 points	Objective	Category 2. Business concerns that are 51 percent or more owned by residents of any other housing development or developments managed by the Agency that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees.
7c	7 points	Objective	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.
7d	5 points	Objective	Category 4. Business concerns that are 51 percent or more owned by Section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents, or that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns..
	15 points		Maximum Available Preference Points (Additional)

115	Total Possible Points	
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Section 6.03 Evaluation Method

6.03.01 Initial Evaluation for Responsiveness

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

6.03.02 Evaluation Packet

An evaluation packet will be prepared for each evaluator, including the following documents:

- Instructions to Evaluators;
- Proposal Tabulation Form;
- Written Narrative Form for each proposer;
- Recap of each proposer’s responsiveness;
- Copy of all pertinent RFP documents.

6.03.03 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 CF 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.

6.03.04 Evaluation

The CF will evaluate and award points pertaining to Evaluation Factors No. 1 and 7 (the “Objective” Factors). The appointed evaluation committee, independent of the CF 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 CF.

6.03.05 Points Awarded Range

Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP are listed below; please also see the Evaluation Factors detailed within the preceding [Section 6.01](#)):

Points Awarded Range					
	5	10	15	20	25
Excellent	5	9-10	13-15	17-20	21-25
Very Good	4	7-8	10-12	13-16	16-20
Good	3	5-6	7-9	9-12	11-15
Average	2	3-4	4-6	5-8	6-10
Poor	0-1	0-2	0-3	0-4	0-5

6.03.06 Potential "Competitive Range" or "Best and Finals" Negotiations

The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the Agency in as timely a manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

6.03.07 Determination of Top-Ranked Proposer

Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CF to determine the final rankings, which is typically forwarded by the CF 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.

6.03.08 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).

6.03.09 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."

6.03.10 Notice of Successful Proposer

If an award is completed, all proposers will receive by e-mail a Notice of Successful Proposer(s).

6.03.11 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.

Article 7 Contract Award

Section 7.01 Contract Award Procedure

If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

7.01.01 Contract Execution Details

By completing, executing and submitting the Form of Proposal, Attachment 2.0, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or on the noted eProcurement System,” including the contract clauses already attached as Attachments 7.0 and 7.1. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

Section 7.02 Contract Conditions

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

7.02.01 Contract Form

The Agency will not execute a contract on the successful proposer's form--contracts will only be executed on the Agency form (please see Sample Contract, Attachments 7.0 and 7.1) and by submitting a proposal the successful proposer agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the successful proposer the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective proposer to notify the Agency, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

7.02.02 More than One Award Possible

The Agency reserves the right to complete award to one firm only or to complete award to multiple firms. If award is made to more than one firm, such awards will be based on the Agency's opinion that a firm can offer the Agency greater value for a certain service area as detailed within the scope of work. The Agency reserves the right to make such decision at any time during the ensuing contract period(s) meaning, the Agency could initially make award to

one firm only, then, at any time during the ensuing contract period(s), decide to make an additional award(s) if the Agency decides such is in its best interests to do so.

7.02.03 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.

7.02.04 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.

7.02.05 Unauthorized Sub-Contracting Prohibited

The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CF. Any purported assignment of interest or delegation of duty, without the prior written consent of the CF shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CF.

Section 7.03 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 four (4) additional one-year option periods, for a maximum total of five (5) years.

Section 7.04 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: Each of the following insurance coverage shall cover both the contractor and the temporary employee):

7.04.01 Workers Compensation Insurance

An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;

7.04.02 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 \$2,000,000 together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a 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;

7.04.03 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 \$2,000,000), 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;

7.04.04 Automobile Insurance

An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.

7.04.05 City/County Business License

If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City or County of Fresno.

7.04.06 State Business License

If applicable, a copy of the proposer's license issued by the State of California licensing authority allowing the proposer to provide the services detailed herein.

7.04.07 Profile of Firm Form

The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the successful proposer prior to contract execution).

Section 7.05 Right to Negotiate Fees

The Agency shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CF successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Agency shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

Section 7.06 Contract Services Standards

All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.