**REQUEST FOR PROPOSALS (RFP)**

**No. P22002**

**Landscaping Maintenance 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 994 housing units; 45 units of Low-Income Housing Tax Credit; over 300 Project Based Voucher (PBV) units, 10 units Market Rate; 169 housing units HUD Multi-family housing; (b) 1,806 Annual Contributions Contract for HUD Tenant-Based Housing Choice Vouchers. The Agency currently has approximately 82 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 Coordinator  Telephone: (207)221-8087  E-mail: hkaufman@porthouse.org  TDD/TTY: (800)877-8339 |
| HOW TO OBTAIN THE RFP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE | 1. Access ha.internationaleprocurement.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 | Wednesday, September 22, 2021, 2:00 PM EST  PHA Main Office - 14 Baxter Blvd., Portland, ME 04101 |
| QUESTION SUBMITTAL DEADLINE | Monday, October 4, 2021, 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. |
| PROPOSAL SUBMITAL RETURN & DEADLINE | \*Wednesday, October 13, 2021, 3:00 PM EST  The proposed costs must be entered within the aforementioned eProcurement Marketplace and the proposal documentation must be attached as a PDF by no later than 3:00 PM EST on the scheduled deadline. |
|  | |

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.

**1.10 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 bid 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 On-going Lawn Maintenance Services.** (NOTE: Herein, whenever the Agency refers to “as directed,” unless otherwise stated, such reference shall be the “Agency Contact Person”, or the person assigned by the Agency to oversee the ensuing contract awarded.)

**2.1.1 Mowing.** During the growing season (May to October), turf is to be mowed and edged bi-weekly or as weather conditions allow. Should weather conditions interfere with the bi-weekly landscaping schedule, then the Contractor, in coordination with the Agency contract person, shall provide landscaping services to each location the next day that weather permits, within that same week. At no time, barring steady inclement weather, should a turf area go without being mowed and edged during a scheduled week.

**2.1.1.1 Cutting Height.** Mowing height will typically be 3 to 3 ½ inches. If the height of the grass has exceeded 6", the mower blades shall be raised so at no time will more the 1/4 of the grass leaf area be removed. Several mowing’s may be implemented in order to gradually reduce the overall height of the turf and prevent undue stress. To prevent scalping, at no time will mower blades be set lower than 3".

**2.1.1.2 Cutting Schedule.** Services, most specifically lawn cutting, will be provided as detailed within the following Table No. 6 herein. The exact day of the week that the services will be provided will be decided by the Agency (with input from the Contractor) once a successful proposer has been identified; however, be aware that no cutting will typically be permitted on weekends of holidays. The Agency shall reserve the right to notify the Contractor by delivery of a 10-day notice when he/she shall switch services bi-weekly services to another period of time.

**2.1.1.3 Order of Service.** The bi-weekly services will be provided by the Contractor in the following order:

**2.1.1.3.1** First, all large trash and debris will be picked up from the landscaped areas.

**2.1.1.3.2** Second, where appropriate, trimming by use of a weed eater (typically around foliage, trees, walls, buildings, etc.) and an edger (typically along concrete walks) will be completed (PLEASE NOTE: All areas inaccessible with open area cutting equipment must be trimmed mechanically. Examples of areas include around utility poles, yard equipment, fencing, trees, playgrounds, etc.);

**2.1.1.3.3** Third, the lawn areas will be cut (NOTE: Grass catchers are not required; however, grass cutting shall be conducted in such a manner—e.g., double-cut blades? —that the Contractor does not “furrow” the cut grass).

**2.1.1.3.4** Fourth, the immediate adjacent paved areas will be cleaned, most typically by sweeping, vacuuming, and/or blowing.

**2.1.1.4 Scheduled Services.** Scheduled services shall be performed at the frequencies and specific locations as set by the Agency. The Agency’s regular working hours are between 7:30 AM and 4:00 PM, Monday through Friday.

**2.1.1.5 Sloped Surface.** The slopped hill area at Harbor Terrace is to be trimmed down/mowed bimonthly during the mowing season.

**2.1.1.6 Specific Service Requirements.** Each complex will be mowed and trimmed in its entirety during each mowing session. All associated trimming and clean-up work will be performed during the same session. Mowing patterns will alternate, whenever possible to reduce rutting and compaction of the turf area. Where turf areas are too narrow to allow for mower access the Contractor will line-trim grass to a uniform height during each mowing session. In the case of guard rails or similar both sides will be trimmed out a minimum of three feet.

**2.2 Seasonal Clean-up Services.** As directed by the Agency, to occur once in April and once in October.

**2.2.1 Spring Clean.** Beginning inSpring the Contractor will perform a general clean-up of the property by: edging and preparing the beds for new mulch; dethatching and cleaning all lawn areas, including pick-up trash, leaves, branches, and other debris from under trees, shrubs, and grass areas throughout the developments; pruning trees and shrubs as directed by the Agency contact person.

**2.2.2 Fall Clean-Up/Preparation for Winter.** In the Fall, the Contractor shall pay particular attention to the removal of any fallen leaves and plant debris that may be present. As needed, removing “annuals” and cutting back perennials and pruning trees and shrub.

**2.3 Additional Potential Labor/Services that may be required.** At some point during the contract period the Agency MAY (and probably will) require the Contractor to provide some or all the services identified hereafter within this section (the services identified within the preceding Section 2.1 herein shall be provided as a part of the on-going bi-weekly seasonal or seasonal 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 the Contractor’s proposal; meaning, the total price will be negotiated based on the level of effort required by the Contractor. Accordingly, the Agency will most likely order such additional services by use of a fully completed Task Order form (please see Attachment G-6). Such additional services include, but are not limited to:

**2.3.1 Aeration Punching/Dethatching.** Aeration shall be performed in lawn areas if it becomes necessary to increase water penetration. Ground covers develop a thatch layer with age. After initial establishment, ground covers shall be mowed down to a height of three inches or Contractor’s recommended height.

**2.3.2 Garden Beds.** As directed by the Agency, to occur in once in May, once in July and once in October.

**2.3.2.1 Spring Garden Bed Maintenance.** Beds shall be tilled and the soil fortified with compost and natural fertilizers. Planned shrubs and flowers planted. Soil shall be top-dressed with mulch.

**2.3.2.2** **Summer Garden Bed Maintenance.** Mid-summer, the Contractor shall perform landscaping maintenance of all garden beds.Shrub and flower beds shall have spent flowers removed and be weed free. Beds shall have a neat and clean appearance, and shall be free of weeds, trash, and debris. Shrub and flower beds shall be cultivated to maintain a loose friable topsoil. Exposed soil shall be top-dressed with mulch.

**2.3.2.3 Fall Garden Bed Maintenance.** In the Fall the Contractor will prepare the beds for the Winter by removing any annuals; trimming down perennials; cleaning up the leaves throughout the property and removal off the site; and pruning trees and shrubs as directed by the Agency contract person.

**2.3.2.4 Mulch.** If utilized, shall be as specified by the Agency.

**2.3.2.5 Edging (both Garden Beds and Lawn Areas).** Chemicals are only to be used to edge grass as directed. Turf edges shall be kept neat, straight, and clean, by use of a power edger in a manner keeping with industry standards.

**2.3.2.6** **Weeds.** All bedding areas, tree rings and specialty planting areas will be free from weeds in the interior and along the edges.

**2.3.2.7 Ground Cover.** Ground covers shall be kept within designated areas. Invasive ground covers shall be kept at least six inches from buildings and other structures. Ground covers shall be prevented from invading turf areas, paved areas, shrubs, equipment, mechanical systems or from climbing trees and fences.

**2.3.3.8 New Plantings.** Contractor shall guarantee all new plants until the end of the plant establishment period. All plants shall be warranted healthy and flourishing through after one complete growing season.

**2.3.3 Tree Trimming.** The Contractor shall trim trees as needed to maintain clearance from structures, lighting, and safety. Maintenance of trees 20 feet tall over shall be conducted and bid as a separate project, as needed by the Agency, from the scheduled landscape maintenance service.

**2.3.3.1** HUD regulations dictate that at no time may any plant touch any building. All shrubs, trees, foliage, and other plantings, are to be maintained at least 12" from any building structure on the property, including fences. Shrubs and trees shall be pruned and trimmed as required to prevent growth over curbs, sidewalks, walls, fences, parking areas, sprinkler heads, and other structures. The Contractor’s pruning shall achieve an optimum efficiency and safety for all pedestrians and vehicles. Any limbs or branches touching or brushing buildings or other structures shall be pruned. Extensive topping or shaping shall require prior approval from the Agency. Evergreen trees and shrubs shall be thinned and shaped as directed.

**2.3.3.2 Pruning and Tree Trimming.** Typically, tree trimming over 20 feet will be completed by the Agency under a separate competitive solicitation and contract; however, the Agency reserves the right to direct the successful proposer ensuing from this RFP to provide these services (typically, minor in nature). Where appropriate all trees will be allowed to adopt a natural but controlled condition. Based upon visibility and need, shearing may occur as requested by Agency designated representative. Trimming will be specified as hand (detailed) or mechanical (sheared) control.All tree material shall be maintained to provide a clear line of sight to all pedestrian walkways, sidewalks, driveways, and intersections. Within the landscape beds an average clearance of 7 feet shall be maintained to provide a clear view of the landscape. Plants shall be allowed to attain their natural character and size.

**2.4 Additional Contractor Responsibilities/Qualifications.**

**2.4.1 Employee Appearance.** The Contractor’s employees shall present a neat and clean appearance while on the Agency premises. Service personnel shall wear their company uniform or a name badge at all times while on Agency property.

**2.4.2 Ensuing Debris.** The Contractor shall, as detailed herein, remove all ensuing debris from the Agency property daily. NOTE: Debris generated by the Contractor’s work shall NOT be placed in Agency dumpsters.

**2.4.3 Equipment; Supplies.** Unless otherwise stated herein, as a part of the proposed fees, the Contractor shall supply any and all such items needed to provide the services detailed herein; meaning, the Agency shall not pay any additional fees for such.

**2.4.4 Materials.** The Agency shall reimburse the Contractor for materials the Agency directs the Contractor to install. Such required materials include, but not limited to, items such as plants, flowers, fertilizer, weed killer, mulch, etc.

**2.4.5 Labor.** The Contractor shall employ only persons qualified in landscape maintenance.

**2.4.5.1 Minimum Acceptable Qualifications.** The Contractor shall:

**2.4.5.1.1** Possess and maintain a valid State of Maine Landscaping Contractor’s License.

**2.4.5.1.2** Be able to provide services for all the Agency properties listed within the following Table No. 3 herein.

**2.4.5.1.3** Not be debarred by the State or Federal Government for participation in contracting with public agencies.

**2.4.6 Quality of Service.** All work provided shall be performed in accordance with established horticulture practices, using modern techniques accepted by the landscaping industry.

**2.4.7 Safety and Security.** The Contractor shall, at all times, ensure that all work provided by the Contractor complies with all local, State and Federal rules pertaining to workplace safety; meaning, the Contractor shall, at all times, conduct business in such a manner as to protect its workers, Agency residents, Agency staff, and the public. Further, the Contractor shall have full and sole responsibility to correct any such condition found unsafe by any authorized entity (including the Agency), and, if such unsafe conditions result to any group named within this section, shall have full and sole responsibility to compensate such persons if so ordered by an authorized agency or a court having jurisdiction.

**2.4.7.1** All work provided by the Contractor shall be conducted with the utmost concern for the safety of the workers, Agency employees, and the public in such manner as to cause the least possible interference with or annoyance to others.

**2.4.7.2** TheContractor shall comply with all published Agency safety procedures and guidelines.

**2.4.7.3** The Contractor shall, if appropriate, provide all barricades, warning signs, and other safeguards to protect its personnel, Agency employees and the public from hazardous situations arising out of the performance of the Work.

**2.4.7.4** The Contractor’s employees shall follow all required or otherwise appropriate safety practices in handling chemicals and operating machinery. The Contractor shall ensure that eye protection, hearing protection, and foot protection are utilized when conditions, include any relevant local, State, or Federal OSHA codes, laws, rules, and regulations dictate. The Contractor shall not store any materials on site. All materials brought on site must be only for the daily requirements of the equipment used in the performance of work and shall always be kept in proper containers and secured.

**2.4.8 Work Deficiencies.** The Agency anticipates that it will closely observe the performance of the Contractor.

**2.4.8.1** If the Agency Representative determines that work by the Contractor was not performed as specified in the ensuing contract and was thereby deficient, the Contractor shall correct the deficiencies in a timely manner (NOTE: “timely,” as may be directed by the Agency Representative); and such shall be completed at the Contractor’s expense, not the Agency’s expense.

**2.4.8.2** If the Agency Representative rightfully determines that turf, plant life, ground cover, fixtures or equipment have been damaged, killed, or failed to retain healthy growth as a result of Contractor’s recommendations, operation, negligence, or chemicals, all aforementioned plant life, fixtures, or equipment shall be replaced at Contractor’s expense.

**2.4.8.3** Failure on the part of the Contractor to fail to correct work deficiencies shall be cause for termination of the Contract by the Agency.

**2.5 Service Locations.** Sites applicable to these services are identified following. More information pertaining to each of the sites is contained within the immediate following Table No. 3 herein:

**[Table No. 3]**

|  |  |  |  |
| --- | --- | --- | --- |
| **RFP Section** | **Site Name (Agency)** | **Site Address (Each location detailed following shall be considered to be “general” in nature)** | **Total Lot Size (Sq.Ft.)**  **+/-** |
| **2.5.1** | **Sagamore Village** | **21 Popham Street, Portland, Maine 04101** | **1,124,000** |
| **2.5.2** | **Kennedy Park** | **1 Kennedy Park, Portland, Maine 04101** | **60,000** |
| **2.5.3** | **Bayside Terrace** | **1 Bayside Terrace, Portland, Maine 04101** | **35,500** |
| **2.5.4** | **Franklin Towers** | **211 Cumberland Avenue, Portland, Maine 04101** | **14,000** |
| **2.5.5** | **Bayside East – Area A** | **9 Boyd Street, Portland, Maine 04101** | **20,000** |
| **2.5.6** | **Bayside East – Area B** | **44 Mayo Street, Portland Maine 04101** | **12,000** |
| **2.5.7** | **Bayside East – Area C** | **63 Smith Street, Portland Maine 04101** | **41,000** |
| **2.5.8** | **Bayside East – Area D** | **4 Greenleaf Street, Portland, Maine 04101** | **23,800** |
| **2.5.9** | **Bayside East – Area E** | **35 Monroe Court, Portland Maine 04101** | **24,200** |
| **2.5.10** | **Bayside East – Area F** | **22 Kellogg Street, Portland Maine 04101** | **39,000** |
| **2.5.11** | **Harbor Terrace** | **284 Danforth Street, Portland, Maine 04102** | **96,900** |
| **2.5.12** | **Riverton Park** | **2 Riverton Drive, Portland, Maine 04103** | **741,000** |
| **2.5.13** | **Washington Gardens** | **577 Washington Avenue, Portland, Maine 04103** | **46,000** |
| **2.5.14** | **Front Street** | **577 Washington Avenue, Portland, Maine 04103** | **45,000** |
| **2.5.15** | **Dermot Court** | **10 Dermot Court, Portland, Maine 04102** | **11,800** |
| **2.5.16** | **155 Anderson Street** | **155 Anderson Street, Portland, Maine 04102** | **15,200** |
| **2.5.17** | **Scattered Site – Area A** | **43 Hammond Street, Portland, Maine 04101** | **8,700** |
| **2.5.18** | **Scattered Site – Area B** | **81 Salem Street, Portland, Maine 04101** | **5,700** |
| **2.4.19** | **Bayside Anchor** | **81 Oxford Street, Portland, Maine 04101** | **20,000** |
| **2.4.20** | **47/49 Boyd Street** | **47 Boyd Street, Portland, Maine 04101** | **7,100** |
| **2.4.21** | **841 Congress Street** | **841 Congress Street, Portland, Maine 04101** | **5,100** |
| **2.4.22** | **COCC (PHA Main Office)** | **14 Baxter Boulevard, Portland, Maine 04101** | **25,600** |
|  | | | |

**2.6 Previous/Current Contractor(s).** The Agency’s current provider of these services is:

* + 1. Pro-Mex Landscaping, South Portland, ME
    2. Nelson Property Services, Portland, ME

**3.0 PROPOSAL FORMAT.**

* 1. **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 dividers 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. Due to COVID-19 Agency protocols, we are not currently accepting “hardcopy proposals”. Proposals need to be attached as a digital document within the eProcurement site <ha.internationaleprocurement.com>. **If you need any technical assistance with the eProcurement site, please call Customer Service 866-526-0160**.

**[Table No. 4]**

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| --- | --- | --- |
| **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 title page 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 title page 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 title page as a part of the proposal submittal. |
| **3.1.4** | **4** | **Proposed Services.** The proposer shall place under this title page 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 invoices 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 provides. |
| **3.1.5** | **5** | **Managerial Capacity/Financial Viability/Staffing Plan.** The proposer entity must submit under this title page 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. |
| **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** | **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”.** [**PLEASE NOTE: No hardcopy proposals are to be submitted and will not be accepted. If you find any reference to “tabs” within this RFP, it is now longer applicable. “Tabs” can be replaced with a title sheet that separates different forms and sections of your firm’s proposal which will make it easier for the proposal to be evaluated.**] If no information is to be placed under any of the above noted tabs/sections (especially the “Optional” tabs/sections), please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TITLE PAGE” or “THIS SECTION IS LEFT INTENTIONALLY BLANK.” DO NOT eliminate any of the tabs/sections. | |
|  | | |

* 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 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** | **On-Going Lawn Maintenance Services (May – October)**  **30-week service period with bi-weekly lawn services.** | | | |
| **3.2.2.1.1** | **1** | **15** | **Weeks** | **Sagamore Village** |
| **3.2.2.1.2** | **2** | **15** | **Weeks** | **Kennedy Park** |
| **3.2.2.1.3** | **3** | **15** | **Weeks** | **Bayside Terrace** |
| **3.2.2.1.4** | **4** | **15** | **Weeks** | **Franklin Towers** |
| **3.2.2.1.5** | **5** | **15** | **Weeks** | **Bayside East – Area A, B, C, D, E, F** |
| **3.2.2.1.6** | **6** | **15** | **Weeks** | **Harbor Terrace** |
| **3.2.2.1.7** | **7** | **15** | **Weeks** | **Riverton Park** |
| **3.2.2.1.8** | **8** | **15** | **Weeks** | **Washington Gardens** |
| **3.2.2.1.9** | **9** | **15** | **Weeks** | **Front Street** |
| **3.2.2.1.10** | **10** | **15** | **Weeks** | **Dermot Court** |
| **3.2.2.1.11** | **11** | **15** | **Weeks** | **155 Anderson Street** |
| **3.2.2.1.12** | **12** | **15** | **Weeks** | **Scattered Site – Area A - 43 Hammond Street** |
| **3.2.2.1.13** | **13** | **15** | **Weeks** | **Scattered Site – Area B - 81 Salem Street** |
| **3.2.2.1.14** | **14** | **15** | **Weeks** | **Bayside Anchor** |
| **3.2.2.1.15** | **15** | **15** | **Weeks** | **47/49 Boyd Street** |
| **3.2.2.1.16** | **16** | **15** | **Weeks** | **841 Congress Street** |
| **3.2.2.1.17** | **17** | **15** | **Weeks** | **COCC (PHA Main Office)** |
| **3.2.2.2** | **Seasonal Clean-up Services (Fall)** | | | |
| **3.2.2.2.1** | **18** | **1** | **Each** | **Sagamore Village** |
| **3.2.2.2.2** | **19** | **1** | **Each** | **Kennedy Park** |
| **3.2.2.2.3** | **20** | **1** | **Each** | **Bayside Terrace** |
| **3.2.2.2.4** | **21** | **1** | **Each** | **Franklin Towers** |
| **3.2.2.2.5** | **22** | **1** | **Each** | **Bayside East: Area A, B, C, D, E, F** |
| **3.2.2.2.6** | **23** | **1** | **Each** | **Harbor Terrace** |
| **3.2.2.2.7** | **24** | **1** | **Each** | **Riverton Park** |
| **3.2.2.2.8** | **25** | **1** | **Each** | **Washington Gardens** |
| **3.2.2.2.9** | **26** | **1** | **Each** | **Front Street** |
| **3.2.2.2.10** | **27** | **1** | **Each** | **Dermot Court** |
| **3.2.2.2.11** | **28** | **1** | **Each** | **155 Anderson Street** |
| **3.2.2.2.12** | **29** | **1** | **Each** | **Scattered Site: Area A - 43 Hammond Street** |
| **3.2.2.2.13** | **30** | **1** | **Each** | **Scattered Site: Area B - 81 Salem Street** |
| **3.2.2.2.14** | **31** | **1** | **Each** | **Bayside Anchor** |
| **3.2.2.2.15** | **32** | **1** | **Each** | **47/49 Boyd Street** |
| **3.2.2.2.16** | **33** | **1** | **Each** | **841 Congress Street** |
| **3.2.2.2.17** | **34** | **1** | **Each** | **COCC (PHA Main Office)** |
| **3.2.2.3** | **Seasonal Clean-up Services (Spring)** | | | |
| **3.2.2.3.1** | **35** | **1** | **Each** | **Sagamore Village** |
| **3.2.2.3.2** | **36** | **1** | **Each** | **Kennedy Park** |
| **3.2.2.3.3** | **37** | **1** | **Each** | **Bayside Terrace** |
| **3.2.2.3.4** | **38** | **1** | **Each** | **Franklin Towers** |
| **3.2.2.3.5** | **39** | **1** | **Each** | **Bayside East: Area A, B, C, D, E, F** |
| **3.2.2.3.6** | **40** | **1** | **Each** | **Harbor Terrace** |
| **3.2.2.3.7** | **41** | **1** | **Each** | **Riverton Park** |
| **3.2.2.3.8** | **42** | **1** | **Each** | **Washington Gardens** |
| **3.2.2.3.9** | **43** | **1** | **Each** | **Front Street** |
| **3.2.2.3.10** | **44** | **1** | **Each** | **Dermot Court** |
| **3.2.2.3.11** | **45** | **1** | **Each** | **155 Anderson Street** |
| **3.2.2.3.12** | **46** | **1** | **Each** | **Scattered Site: Area A - 43 Hammond Street** |
| **3.2.2.3.13** | **47** | **1** | **Each** | **Scattered Site: Area B - 81 Salem Street** |
| **3.2.2.3.14** | **48** | **1** | **Each** | **Bayside Anchor** |
| **3.2.2.3.15** | **49** | **1** | **Each** | **47/49 Boyd Street** |
| **3.2.2.3.16** | **50** | **1** | **Each** | **841 Congress Street** |
| **3.2.2.3.17** | **51** | **1** | **Each** | **COCC (PHA Main Office)** |
| **3.2.2.4** | **Potential Additional Labor (that may be required that is not already specifically provided for within the immediate preceding Pricing Items No. 1-60)** | | | |
| **3.2.2.4.1** | **52** | **50** | **Hours** | **Supervisor** |
| **3.2.2.4.2** | **53** | **100** | **Hours** | **Skilled Technician/ Equipment Operator** |
| **3.2.2.4.3** | **54** | **100** | **Hours** | **Common Laborer** |
| **3.2.2.4.4** | **55** | **6K** | **$** | **Supplies/Materials that may be needed to support services provided pursuant to the immediate preceding Pricing Items No. 52-54 herein that are not already provided for within the preceding Pricing Items No. 1-51herein.** |
|  | | | | |

* 1. **Additional Information pertaining to the Pricing Items.**

**3.3.1 Quantities.** All quantities entered by the Agency herein (especially within the immediate preceding Table No. 5) 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.

* + - 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: $2,000; (b) NMCA: $200,000 (each shall be annual amounts).

* + 1. **How we arrived at each of the "15” weeks identified within the preceding Table No. 5 herein.**  The Agency anticipates (but does not guarantee) that the Contractor will provide services as detailed within the following Table No. 6. (NOTE: Please remember that the Agency reserves the right to adjust this schedule and to require the Contractor to provide any frequency of services that the Agency feels is in its best interests.) Accordingly, we have calculated the following as an estimate:

**Calculated Estimated Total Weeks of Lawn Service: [Table No. 6]**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **RFP Section** | **Service** | | **Months** | **Service Frequency** | **Anticipated Number of Weeks/Days of Service** |
| **3.3.2.1** | **Lawn Services** | | **May, June, July, August, September, October** | **Bi-weekly** | **30-week period/15 Services** |
|  | |  | | | |

* + 1. **Additional Related Work that may be Required.** Please note thatif the Agency decides that it will retain the Contractor to perform any additional related work, the costs of such work shall be negotiated at the applicable unit or hourly rates proposed by the Contractor in response to the following detailed Pricing Items.

**3.3.3.1 Pertaining to the Proposed Additional Labor Rates (Pricing Items No. 52-55):**

**3.3.3.1.1 Supervisor (pertaining to Pricing Item No. 52)**. The Contractor’s assigned, skilled staff person who has the responsibility to supervise work at the Agency site. This person may, while supervising, also perform work typically assigned to the Contractor’s other staff. It is understood that a Supervisor position will be paid by the Agency only if there are 3 or more persons working on the site at the same time; if there are less than 3 persons working at the site at the same time, then the Agency will only pay for such staff at the level they are actually working (i.e. Technician/Operator and Laborer).

**3.3.3.1.2 Skilled Technician/Equipment Operator (pertaining to Pricing Item No. 53)**.The Contractor’s assigned staff person who typically operates the more complex equipment and does any repair or installation work. This person may also perform work typically assigned to the Supervisor and the Laborer positions.

**3.3.3.1.3 Common Laborer (pertaining to Pricing Item No. 54)**. The Contractor’s assigned staff person who typically performs the unskilled labor services detailed herein. This person may also perform minor unskilled duties pertaining to the Technician/Operator position.

**3.3.3.1.4 Supplies/Materials (pertaining to Pricing Item No. 55).** Each proposer shall enter pricing for this item where provided for within the eProcurement Marketplace as a percentage over cost. For instance, if the proposer wishes to provide such items at cost, he/she shall enter “1.00” within the cost area for this item; if the proposer wishes to provide such materials at 30% over cost, he/she shall enter “1.30” within the cost area for this item; and so forth. The eProcurement Marketplace will perform the extended calculations. Please note that this fee proposed shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site, meaning, all costs shall be F.O.B. the Agency site. Also, the Agency reserves the right to:

**3.3.3.1.4.1** Require the Contractor to garner such needed supplies directly from the Agency; and/or

**3.3.3.1.4.2** Procure directly from a supplier of the Agency’s choosing any supplies/materials that the Contractor may require to provide the services.

**3.3.3.1.4.3** In any case, the Agency anticipates (and shall require) that the Contractor will procure such supplies/materials from supplies at a fair and reasonable “market rate” cost. The Agency reserves the right to not reimburse the Contractor for any portion of any such costs that are deemed by the Agency to be unfair and unreasonable (“deemed,” meaning in the opinion of the Agency based on a comparison of such costs with costs for similar items that may have been or could have been procured as detailed within the immediate preceding Sections 3.3.3.1.4.1 and 3.3.3.1.4.2 herein.

**3.3.4 IMPORTANT NOTICE!!! Entry of Costs.** Proposers must submit, where provided within the Marketplace, a cost for each and every Pricing Item detailed within the preceding Table No. 5 herein. The eProcurement Marketplace will automatically perform all required extended calculations. Any proposer that chooses to not enter a realistic cost for any or all the Pricing Items may be automatically deemed nonresponsive and his/her proposal will, in such case, NOT be considered. Accordingly, be sure to enter a proposed cost for each and everyone one of the Pricing Items listed to within the preceding Table No. 4 herein!

**3.3.4.1 Realistic Cost for Pricing Items.** Each proposer is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic hourly cost for all Pricing Items. For instance, if the Contractor enters $1.00 per hour for the hourly Pricing Item (proposers typically do so in an effort to improve their position in regards to Evaluation Factor No. 1, as detailed within Table No. 5 herein), then the $1.00 per hour is what the Contractor will charge the Agency for any additional work that the Agency may retain the Contractor to provide if the Agency deems such retention is in the Agency's best interests to do so. Accordingly, it is the Agency's opinion that it is very much in the best interests of the proposer to propose a realistic hourly fee for this Pricing Item. If, despite this warning, the Contractor proposes an hourly fee that the Agency deems is not realistic, then the Agency reserves the right to require the Contractor to, at contract execution, present a cash bond in a suitable amount (i.e., $5,000.00) to ensure that the Contractor will fulfill his/her obligation in this matter.

* + - 1. **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.
      2. **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. 8 herein.
      3. **Determination of the Lowest 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.
      4. **Assumption.** It shall be the Agency’s assumption that the Contractor has based his/her proposed pricing for Pricing Items No. 1-51 upon the proposed rates submitted by the proposer for Pricing Items No. 52-55, and by submitting a proposal in response to this RFP, the Contractor automatically agrees that such is accurate). Accordingly, the Agency may use such assumption, if necessary, to do any lump-sum proposal breakdown calculations during the term of the ensuing contract.
      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.
    1. **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 corresponding or most similar State of Maine Prevailing Wage Rates (“most similar,” as determined by and at the sole discretion of the Agency). For example, if, at the end of the first contract period the listed prevailing wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CO’s discretion, be entitled to a 5% increase in the rates that he/she submitted in response to this RFP. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.

**3.3.5.1 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.

**3.3.5.2 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):

**3.3.5.2.1 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);

**3.3.5.2.2 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;

**3.3.5.2.3 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);

**3.3.5.2.4 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).

* + 1. **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.
    2. **HUD Maintenance Wage Rates Determination (MWRD).** Please see RFP Attachment G-3, 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 RFP Attachment G-3, attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor may not be required to submit certified payrolls; however, the Contractor must make its payroll records available to either the Agency or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor’s failure to comply.
    3. **Overtime.** Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The Agency shall consider regular time to be Monday-Friday (excluding holidays), 7:30 am – 4:00 pm. Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates herein for any work the Agency requires the successful proposer to work specifically during non-regular-time hours; however:
       1. The Agency shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work “after hours” is due to the Contractor’s lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a “non-normal” action by the Agency or an “Act of God” causes the Contractor to work “after hours” to solve the problem, then aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

**3.4 Proposal Submission.**  Pricing must be entered where provided within the eProcurement Marketplace and all proposals must be submitted and received as a **PDF attachment on the eProcurement Marketplace** by no later than the submittal deadline stated herein (or within any ensuing addendum). **PLEASE NOTE: Due to COVID-19 protocols, the Agency is not accepting “hardcopy” proposals at this time.**

* + 1. **Submission Conditions.** 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.

**3.4.2 Submission Responsibilities.** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the RFP document, the documents listed within the following Section 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.** The scheduled pre-proposal conference identified on Page 2 of this document is, pursuant to pertinent HUD regulation, not mandatory, but ***highly recommended***. Many prospective proposers have previously responded to an RFP with a proposal submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less (not including the ensuing walk-through of the properties, if the proposer chooses to do so), though such is not guaranteed. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference the Agency will conduct an overview of the RFP documents, including the attachments. Prospective proposers may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response be given in return in writing. Whereas the purpose of this conference is to review the RFP documents, attendees are encouraged to bring a copy of the RFP documents to this conference; however, the Agency ***will not*** distribute at this conference any copies of the RFP documents, as all such documents must be garnered from the eProcurement Marketplace.

**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. 7]**

|  |  |  |  |
| --- | --- | --- | --- |
| **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: form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts Section II (With Maintenance Work)* |
| **3.8.8.3** | **8.3** | **G-3** | Sample Contract Appendix No. 3: HUD Form 52158 (04/2005), *Maintenance Wage Rate Determination*; Effective Date: July 1, 2021; Expiration Date: June 30, 2023. |
| **3.8.8.4** | **8.4** | **G-4** | Sample Contract Appendix No. 4: *Section 3 Plan* |
| **3.8.8.5** | **8.5** | **G-5** | Sample Contract Appendix No. 5: *Task Order Form* |
| **3.8.8.6** | **8.6** | **G-6** | Sample Contract Appendix No. 6: form HUD 50071 (01/14), *Certification of Payments to Influence Federal Transactions* (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed $100,000.) |
| **3.8.8.7** | **8.7** | **G-7** | Sample Contract Appendix No. 7: Standard Form LLL (Rev. 01/14), *Disclosure of Lobbying Activities* (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.) |
| **3.8.9** | **9.0** | **H** | *“Google Maps” of Properties* |
|  | | | |

* 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. 8]**

|  |  |  |  |
| --- | --- | --- | --- |
| **(1)**  **No.** | **(2)**  **Max Point Value\*** | **(3)**  **Factor Type** | **(4)**  **Factor Description** |
| **1** | **40 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** | **20 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. NOTE: The Agency will place particular emphasis on the proposers above-described EXPERIENCE and PAST PERFORMANCE with public housing agencies. |
| **6** | **10 points** | **Subjective**  **(Technical)** | The **OVERALL QUALITY, PROFESSIONAL APPEARANCE,** and **ORGANIZATION** 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. **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 Factor No. 1 (the “Objective” Factor). The appointed evaluation committee, independent of the CO or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, 4, 5 and 6 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
       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. 9]**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Points Awarded Range** | | | | | |
| **Classification\*** | **Rating** | **%** | **10** | **50** | **100\*\*** |
| **Acceptable** | **Excellent** | **95%/+** | **10** | **48-50** | **95-100** |
| **Acceptable** | **Very Good** | **90%/+** | **9** | **45-47** | **90-94** |
| **Potentially Acceptable** | **Good** | **80%/+** | **8** | **40-44** | **80-89** |
| **Potentially Acceptable** | **Average** | **70%/+** | **7** | **35-39** | **70-79** |
| **Unacceptable** | **Poor** | **<70%** | **0-6** | **0-34** | **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 100 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-7, 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-5 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 *Contractor* will be required to provide:
     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 maximum deductible amount of $5,000;
     3. **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.
     4. **City/County/State Business License.** If applicable, a copy of the proposer’s business license allowing that entity to provide such services within the County of Marin and/or the State of Maine.
     5. **Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).
  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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