

RFP Document

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REQUEST FOR PROPOSALS (RFP) NO. MHA-0010 Pest Control Services

INTRODUCTION

The Morristown Housing Authority (hereinafter, “HA”) is a public entity that was formed in 1952 to provide federally subsidized housing and housing assistance to low-income families, within the City of Morristown, TN. The HA is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the HA’s procurement policy.

Currently, the HA owns and/or manages nine (9) multi-family apartment complexes totaling 672 units, and administrates a total of 424 Section 8 Housing Choice Vouchers. The HA currently has approximately 25 employees.

In keeping with its mandate to provide efficient and effective services, the HA is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services to the HA. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

RFP INFORMATION AT A GLANCE

[Table No. 2]

CONTACT PERSON	Jeff Green, Operations Director Telephone 423-586-5115, Ext. 8004 TDD/TTY: (800) 848-0298
HOW TO OBTAIN THE RFP DOCUMENTS	<ul style="list-style-type: none"> ➤ www.morristownpha.org; ➤ loretta.baltz@construction.com; ➤ reporter@bxtn.org; ➤ judy@tricitystnagc.org; ➤ Letty.London@ConstructionConnect.com ➤ rose.harrod@reedbusiness.com
PRE-PROPOSAL CONFERENCE	Tuesday, November 12, 2019, @ 10:00 a.m. John R. Johnson Community Building 815 Tulip Street, Morristown, TN 37814
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	<ul style="list-style-type: none"> ➤ As directed within Section 3.2 of the RFP document, submit pricing as required where provided. ➤ As instructed within Section 3.0 of the RFP document, submit proposal to the HA main office.
PROPOSAL SUBMITAL RETURN & DEADLINE	*Thursday, December 5, 2019 Morristown Housing Authority 600 Sulphur Springs Road, Morristown, TN 37814 *(Proposals must be received in-hand and time-stamped by the HA by no later than 2:00 p.m. on this date).

1.0 HA'S RESERVATION OF RIGHTS:

- 1.1** The HA 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 HA to be in its best interests.
- 1.2** The HA reserves the right not to award a contract pursuant to this RFP.
- 1.3** The HA 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).
- 1.4** The HA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5** The HA 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 HA Contracting Officer (CO).
- 1.6** The HA reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7** The HA 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.
- 1.8** The HA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9** The HA 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 and downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document 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 HA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HA, but not the prospective proposer, of any responsibility pertaining to such issue.

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): The HA is seeking proposals from qualified, licensed and bonded entities to provide Pest Control Services:

2.1 General Requirements:

- 2.1.1** Pest control services shall include consultation, inspection, and actual performance of effective insect and rodent control. To effectively eliminate pest, alternating between spray and bait shall be utilized.
- 2.1.2** An evaluation of the pest control program will be held quarterly. Meetings will be held the second Tuesday in March, June, September, and December between Housing Authority management and the contractor.
- 2.1.3** Each proposer shall include with their proposal, **two (2) plans of action**. Their plan to eliminate common pest and a plan for the extermination of bedbugs.

2.2 Services:

- 2.2.1** Service each unit in nine (9) developments each month including main office, maintenance warehouses, maintenance garages, maintenance shops, Community Room, Network Center and Davey Crocket, two (2) three (3) bedroom duplexes. (See Attachment "H")
- 2.2.2** Pests covered but not limited to are; all common pests and non-wood destroying insects shall be covered such as cockroaches, ants, silverfish, rodents, spiders, earwigs, fleas and other common pests and insects as may appear.
- 2.2.3** Contractor shall locate nests, routes of travel, and point of entry and shall treat in those areas as well as all door thresholds/frames, sills, window frames, and other potential points of entry.
- 2.2.4** The Contractor shall offer and render service on the interior and immediate exterior of all buildings within the serviced area for the control of crawling insects and rodents according to the specifications set forth herein.
- 2.2.4** State regulatory and licensing agency rules and standards shall have priority over any standards set forth in this contract.
- 2.2.5** Contractor shall assure maximum precautions for tenant safety in use of chemicals or products or equipment which might be hazardous if improperly handled. Safety precautions shall

preclude unlimited or unprotected use of such chemicals, products or equipment.

- 2.2.6 Contractor shall provide Material Safety Data Sheets to MHA on all chemicals used (submit with proposal).

2.3 Bed Bugs

- 2.3.1 Bed Bug Treatments will be on an as needed basis.
- 2.3.2 Vendor will inspect apartments for bed bugs as part of the routine pest control service. This inspection shall include monitoring devices and observation of the visible surfaces of upholstered furniture and beds. This level of inspection does not include removing furniture.
- 2.3.3 The successful vendor will respond to bed bug requests within two business days after notification of the need. This is of course providing that the resident has the apartment ready for treatment. If not, the vendor will notify MHA management.
- 2.3.4 Adjoining Units to units treated for bed bugs will also be treated.
- 2.3.5 Upon identification of bed bugs, the contractor will schedule service, date/time, with maintenance supervisor and the residents in the affected apartment and adjoining apartment.

2.4 Scheduling / Safety:

- 2.4.1 It is critical that vacant apartments be ready for occupancy as soon as possible. Therefore, the vendor will service vacant apartments within one business day after notification of the need. The vendor may have to treat vacant apartments multiple times to achieve the desired effect. The vendor may fog vacant apartments if necessary.
- 2.4.2 All services provided under this contract shall be in accordance with all state and local pest control requirements and regulations.
- 2.4.3 Contractor shall hold all necessary state license and all operating personnel shall be thoroughly trained according to existing state requirements for effectiveness and safety.
- 2.4.4 The vendor will under no circumstances store or dispose of any pesticide products on MHA property

2.5 Notifications:

2.5.1 The successful proposer shall notify residents of non-scheduled (monthly service) dates no less than 96 hours prior to service.

2.5.2 The HA will issue a blanket notification to all residents informing them of monthly services

2.6 Reporting:

2.6.1 The Contractor shall report to the Morristown Housing Authority conditions that may hinder adequate results in providing service under this contract. The Contractor shall be required to report to management officials any condition he may discover while providing treatment under this contract which may prove hazardous to the public health, safety, or which might affect the structural integrity of the property being serviced, or which might enhance conditions for infestations of pests. All reporting shall be in writing submitted to the Morristown Housing Authority office.

2.7 Identification:

2.7.1 Representatives for the successful proposer are required to wear identification badges at all times while performing the services. All identification material must be visible to the resident before entering the dwelling unit.

2.7.2 Representatives of each party are not to smoke in or use sanitary facilities in any units.

2.8 Procedure to Award: The successful proposer shall not begin any work until he/she receives a Notice-to-Proceed from the HA.

2.9 Current Contractor: The HA's current contractor for these services is, Bentley's Pest Control, Lenoir City, TN.

3.0 PROPOSAL FORMAT:

3.1 Tabbed Proposal Submittal: The HA intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the HA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the HA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HA has published herein or has issued by addendum.

[Table No. 3]

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal: This Form is attached hereto as Attachment A to this RFP document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract:</i> This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	Profile of Firm Form: The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services: As more fully detailed within Section 2.0, <i>Scope of Work/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer’s <i>On Call Availability</i> .
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer’s Management Plan and the proposer’s <i>Experience</i> to provide the required services.
3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer’s <i>Proposed Man Hours</i> and Technical Approach (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer’s <i>References</i> demonstrating experience in performing similar work and the proposer’s Demonstrated Successful Past Performance of contract work substantially similar to that required by this solicitation.

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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 and reports that will be utilized and the method of such reports (i.e. written, fax, internet, etc.);
3.1.4.8		A complete description of the products and services the firms provides.
3.1.5	5	Managerial Capacity/Financial Viability: The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm.
3.1.6	6	Client Information: The proposer shall submit a listing of former or current clients, including the 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;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided, including housing agencies where similar inspections have been performed as per REAC UPCS.
3.1.7	7	Equal Employment Opportunity: The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.
3.1.9	8	Section 3 Business Preference Documentation (Optional Item): For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.
3.1.10	9	Other Information (Optional Item): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HA in its evaluation.

3.1.11 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

3.1.12 Proposal Submittal Binding Method: It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the HA can, if needed, remove the binding (i.e. "comb-type;" etc.) or

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remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the proposal submittal to its original condition.

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3.2 Entry of Proposed Fees: The proposed fees shall be submitted by the proposer and received by the HA on the, **FORM OF PROPOSAL, (Attachment A)**, see sample below. 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, tools, equipment, long distance telephone calls, document copying, etc. Each proposed cost includes all units and facilities to be inspected/reported at each noted development. Include Price Per Unit where provided.

[Table No. 4]

General Pest Control Services	Monthly Price		\$
Bedroom Size	Bed Bugs		\$
0	Cost per unit		\$
1	Cost per unit		\$
2	Cost per unit		\$
3	Cost per unit		\$
4	Cost per unit		\$
5	Cost per unit		\$
Adjoining Unit Treatment			\$
Additional Treatments			\$
Clean Outs			\$

**** Sample only, enter proposed fees on, FORM OF PROPOSAL, (Attachment A)****

3.3 Additional Information Pertaining to the Pricing Items:

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

3.4 Proposal Submission: All proposals must be submitted and time-stamped received in the designated HA office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

Morristown Housing Authority
Attention: Jeff Green
Operations Director
600 Sulphur Springs Road
Morristown, Tn 37814

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

3.4.1 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the HA decides that any such entry has not changed the intent of the proposal that the HA intended to receive, the HA may accept the proposal and the proposal shall be considered by the HA as if those additional marks, notations or requirements were not entered on such. By accessing and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the HA 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 HA, 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 comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the HA requirements contained within the documents may cause that proposer to not be considered for award.
- 3.5 Proposer's Responsibilities--Contact With the HA:** 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 HA 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 HA to not consider a proposal submittal received from any proposer who has not abided by this directive.
- 3.5.1 Addendums:** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the HA 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 Pre-proposal Conference:** The scheduled pre-proposal conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective proposers have previously responded to an RFP with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference the HA 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

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questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the RFP documents, attendees should bring a copy of the RFP documents to this conference; however, the HA **will not** distribute at this conference any copies of the RFP documents.

- 3.7 Recap of Attachments:** It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

[Table No. 5]

RFP Section	Attachment	Attachment Description
3.7.1	A	Form of Proposal
3.7.2	B	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.7.3	C	Profile of Firm Form
3.7.4	D	Section 3 Forms
3.7.5	E	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.7.7	G	HA Sample Contract Form (please note that this contract is being given as a sample only--the HA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HA feels it is in its best interests to do so)
3.7.7.1	G-1	Form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts - Section I (With or without Maintenance Work)</i>
3.7.7.2	G-2	Form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts - Section II (With Maintenance Work)</i>
3.7.9	H	HA <i>Profile of Properties</i>

4.0 PROPOSAL EVALUATION:

4.1 Evaluation Factors: The following factors will be utilized by the HA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

[Table No. 6]

NO.	MAX POINT VALUE	FACTOR DESCRIPTION
1	40 points	Cost of Services
2	10 points	On Call Availability
3	20 points	Experience
4	10 points	Proposed Man Hours
5	10 points	References
6	10 points	Overall Quality and Professional appearance of the Proposal Submitted
	100 points	Total Points

4.2 Evaluation Method:

4.2.1 Initial Evaluation for Responsiveness: Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The HA reserves the right to reject any proposals deemed by the HA not minimally responsive (the HA will notify such firms in writing of any such rejection).

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

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

- 4.2.3 Evaluation Committee:** The HA 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 HA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 Evaluation:** The CO will evaluate and award points pertaining to Evaluation Factor No. 1 (the “Objective” Factor). The appointed evaluation committee, independent of the CO or any other person at the HA, 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.
- 4.2.5 Potential “Competitive Range” or “Best and Finals” Negotiations:** The HA 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.
- 4.2.6 Determination of Top-ranked Proposer:** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the ED for approval.
- 4.2.6.1 Minimum Evaluation Results:** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 100 total possible points detailed within Section 4.1 herein).
- 4.2.6.2 Ties:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection”.

- 4.2.7 **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 HA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HA 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 the Form of Proposal, Attachment A, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, including the contract clauses already attached as Attachment G, G-1, and G-2. Accordingly, the HA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

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

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

- 5.2.1.1 Please note that the HA 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 HA shall retain the right to demand and receive a change in personnel assigned to the work if the HA

believes that such change is in the best interest of the HA and the completion of the contracted work.

- 5.2.3 Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the HA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO.
- 5.3 Contract Period:** The HA anticipates that it will initially award a contract for the period of one (1) year with the option, at the HA's discretion, of four (4) additional one-year option periods, for a maximum total of 5 years.
- 5.4 Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:
- 5.4.1** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;
 - 5.4.2** An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA 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 deductible of not greater than \$1,000;
 - 5.4.3** 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 deductible of not greater than \$1,000;
 - 5.4.4** 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.
 - 5.4.5** A copy of the proposer's business license allowing that entity to provide such services within the Tennessee Counties of Hamblen, Jefferson and Hancock Counties.

5.4.6 A copy of the proposer's Charter/License issued by the State of Tennessee licensing authority allowing the proposer to provide the services detailed herein.

5.4.7 The requested related information shall also be entered where provided for on the Profile of Firm Form. We will garner the necessary certificates from the successful proposer prior to contract execution.

5.5 **Right To Negotiate Final Fees:** The HA 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 HA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HA has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the HA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The HA 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).

5.6 **Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

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Development Name/Location	Year Constructed	Year Occupied	Number of Buildings	Number of Units	Bedroom Size							
					0 BR E	1 BR E	2 BR E	1 BR	2 BR	3 BR	4 BR	5 BR
TN 38-1 C. Frank Davis Homes Morristown	1959	1960	74	146	0	0	0	18	61	46	11	2
			Central Office & Maintenance	1				3 HC	4 HC		1 HC	
			Maintenance Warehouse	1								
	Maintenance Garage	2000	1									
Total			77	146	0	0	0	21	65	46	12	2
TN 38-2 Mountain View Village - Morristown	1959	1961	12	24	0	0	0	4	7	7	4	0
			Total			12	24	0	0	0	4	8
TN 38-3 Lon Price Homes Morristown	1962	1964	36	74	6	14	0	8	14	14	10	4
			Headstart/Maintenance	1					2 HC	2 HC		
Total			37	74	6	14	0	8	16	16	10	4
TN 38-4 Mountain View Village Extension Morristown	1962	1964	14	26	0	4	0	6	6	2	4	2
			Day Care	1					2 HC			
Total			15	26	0	4	0	6	8	2	4	2
TN 38-5 C. Frank Davis Homes Extension Morristown	1967	1969	96	198	18	24	4	24	49	45	20	5
			Homes Extension	1	1				5 HC	3 HC	1 HC	1 HC
	Police Substation/Computer Learning Center	1994	1								1	
Total			98	200	18	24	4	24	54	48	22	6
TN 38-6 Charles Turner Homes - Sneedville	1969	1971	11	25	6	4	0	3	3	5	2	0
			Total			11	25	6	4	0	3	4
TN 38-7 Julia Bales Callaway Homes - Morristown	1972	1973	28	70	20	12	0	12	8	6	6	2
			Total			28	70	20	12	0	14	10
TN 38-8 Surrett Homes White Pine	1972	1973	15	36	8	4	0	4	9	7	2	0
			Total			15	36	8	4	0	4	10
TN 38-9 John R. Johnson Homes - Morristown	1982	1983	18	71	0	32	0	0	18	17	0	0
			Community Room/Maintenance	1					4 HC			
Total			19	71	0	36	0	0	18	17	0	0
Davy Crockett										4		
Grand Totals			312	672	58	98	4	84	193	161	62	16

(includes: 301 dwelling buildings, 11 Community Service/Maintenance/Daycare & Other Buildings; 672 dwelling units with 38 handicapped-accessible)

"Attachment H"