

## RFP Document

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**INTRODUCTION**

The Central Falls Housing Authority (hereinafter, “HA”) is a public entity that was formed in 1965 to provide federally subsidized housing and housing assistance to low-income families, within the City of Central Falls. 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: (a) two senior/disabled complexes, totaling 327 units; (b) administrates a total of 593 Section 8 Housing Choice Vouchers. The HA currently has approximately 22 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]

HA CONTACT PERSON	WILLIAM AUNCHMAN Telephone 401-641-7870, TDD 1-800-545-1833 EXT 404
HOW TO OBTAIN THE RFP DOCUMENTS	1. In Person at 30 Washington Street Central Falls, RI 02863 during normal business hours 2. Via email request to erinc@cfhousing.org
PRE-PROPOSAL CONFERENCE	Friday, October 8, 2021 10:00 a.m. CENTRAL FALLS HOUSING AUTHORITY 30 WASHINGTON STREET CENTRAL FALLS RI 02863
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	1. As directed within Section 3.2.1 of the RFP document, submit certain required financial information. 2. As instructed within Section 3.0 of the RFP document, submit 3 copies of your "hard copy" proposal to the CFHA office at 30 Washington Street Central Falls, RI 02863.
PROPOSAL SUBMITTAL RETURN & DEADLINE	<b>Friday, October 15, 2021</b> CENTRAL FALLS HOUSING AUTHORITY 30 WASHINGTON STREET CENTRAL FALLS RI 02863 **"Hard copy" proposal must be received in-hand and time-stamped by the HA by no later than 10:00 a.m. on this date.
ANTICIPATED APPROVAL BY HA BOARD OF COMMISSIONERS	Wednesday, October 20, 2021 CENTRAL FALLS HOUSING AUTHORITY 30 WASHINGTON STREET CENTRAL FALLS RI 02863

**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 receiving this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Bid, 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 and licensed entities to provide the following detailed services:

**2.1 Service Locations:** The successful proposer will, as required by code, law or regulation, provide the required services to the elevators installed in the following HA developments (and the work plan or program description submitted under Tab No. 4 shall fully detail such):

[Table No. 3]

RFP Section	Building	Qty	Equipment Description
2.1.1	Forand Manor Annex 30 Washington Street Central Falls, RI 02863	1	Major Upgrade 2007 10 Floors - 54 Units
2.1.2	Forand Manor 30 Washington Street Central Falls, RI 02863	2	Major Upgrade 2007 10 Floors - 148 Units
2.1.3	Wilfrid Manor 466 Hunt Street Central Falls, RI 02863	2	Major Upgrade 1998 8 Floors - 125 Units

**2.2 General/Technical Specifications (listed in alpha order):**

**2.2.1 Additional Work:** Additional work shall be performed by the contractor only if the HA has given prior written permission to do so. All such work shall be at the contractor’s expense.

**2.2.2 Call-backs:** The contractor shall provide unlimited call-back service on a 24-hour, 7-day a week basis.

**2.2.3 Emergency Situations:** The contractor must inform the HA designated contact (immediately by telephone, and then within 24 hours thereafter in writing) of any life-threatening or possibly dangerous situations that come to the attention of or are discovered at any time by the contractor. The contractor shall also within 3 workdays of becoming aware of such, notify the HA designated contact of any necessary and/or recommended work or additions he/she feels is necessary to the existing equipment. Such notification shall include a fully detailed proposal to correct the situation, which shall include:

**2.2.3.1** A fully detailed statement of the problem, identifying and quoting any applicable code, law or regulation;

**2.2.3.2** The corrective action proposed;

**2.2.3.3** The detailed costs, at the applicable contract rates, separating materials and labor;

**2.2.3.4** The proposed timeframe for the corrective action.

**2.2.4 Employee Identification:** At all times while on HA property to perform work, all employees, agents and representatives of the contractor shall wear distinctive identifications (i.e. uniforms; photo ID badge; etc.) to clearly identify that person as a representative of the contractor.

- 2.2.5 Equipment:** No related equipment, whether the HA or the contractor owns such, may be removed without the written permission of the designated HA contact person, and then such will occur only at the convenience of the HA. If the contractor desires to remove such equipment, he/she shall deliver to the designated HA contact person at least 10 days prior to such a written notice of his/her intent to do so, along with a detailed explanation as to why he/she feels such is necessary.
- 2.2.6 Blank**
- 2.2.7 Failure to Perform:** If the contractor fails to perform the work required by the terms of the ensuing contract in a diligent, timely and satisfactory manner, the HA may perform or cause to be performed all or any portion of the required work. The contractor agrees that he/she will reimburse the HA for any such expense incurred by the HA; or the HA may, without prior notice to the contractor, deduct such amount from any sum owed to the contractor by the HA.
- 2.2.8 Full-maintenance Contract:** The ensuing contract shall be considered to be a full-maintenance contract, in that the contractor shall be responsible to perform all services necessary to maintain all of the applicable equipment in working order at all times. The HA will reimburse the contractor for parts used on a “cost plus” basis as detailed herein.
- 2.2.9 Guarantee:** All work performed by the contractor shall be fully guaranteed between inspections.
- 2.2.10 Incomplete Listing:** The contractor shall inform the HA, in writing within 10 days of the discovery of such, as to any incorrect or incomplete listing of equipment included as a part of this document.
- 2.2.11 Invoices/N30:** All billing invoices for services must be delivered to the designated HA contact within no more than 30 days of completion of the work. A copy of the applicable report shall accompany the billing invoice. The HA shall endeavor to pay within 30 days of receipt all such invoices that are properly submitted.
- 2.2.12 Labor vs. Parts/Supplies:** The contractor shall be responsible to provide all labor and parts and supplies to accomplish the services noted herein.
- 2.2.13 Local Code Changes:** The contractor shall be responsible for ensuring that all equipment that is installed is in conformance with all applicable local, State and Federal regulations, codes and/or laws. If, during the term of the ensuing contract, such regulations, codes and/or laws change necessitating a change or addition to the currently installed HA equipment, it shall be the responsibility of the contractor to inform the HA of such in writing, and the HA shall be financially responsible to pay the contractor for such changes, if ordered by the HA. All work shall be performed by the contractor in conformance with all applicable local, state and federal requirements.

- 2.2.14 Modifications:** At any time during the ensuing contract period, should the contractor wish to make any change, modification or addition to the existing equipment, including whether or not such entails additional payment to the contractor by the HA, the contractor shall submit such request in written form to the designated HA contact person and may not proceed unless written permission is granted to proceed.
- 2.2.15 Normal Work Hours/Overtime Costs:** Unless otherwise approved by the designated HA contact person, all scheduled work shall be performed during normal business hours and day (typically, Monday-Friday, 7:00 a.m. to 4:00 p.m., excluding designated holidays). However, the contractor shall respond to any emergency-type calls (i.e. elevator down; etc.) at the time that such occurs. To perform the work required by the ensuing contract the contractor shall not be entitled to any overtime payment, except as approved prior in writing by the designated HA contact person. Whenever possible, as long as it does not compromise the security or endanger HA property and/or residents, such work shall be performed during normal business hours.
- 2.2.16 On-going Maintenance, Inspections and Testing:** It is the intent of the HA to retain a contractor to provide trained, qualified and technically skilled personnel, directly employed by the contractor, to furnish all labor, materials and supplies necessary for the on-going maintenance, repair and periodic inspection and testing services required for the noted elevators.
- 2.2.17 Painting:** The contractor shall keep the hoist way and machine room equipment in clean condition, painted and free of rust. The machine room floors and pits shall be kept in clean and painted condition. The cab interiors and hoist way entrance finishes are excluded from this clause.
- 2.2.18 Parts Inventory:** The contractor shall have and maintain locally a supply of spare parts, including 1 operating motor for each location, sufficient for the normal maintenance and repair of the elevators, and shall maintain at the site a metal cabinet wherein shall be stored a number of repair parts that would normally be stored on-site. The contractor shall provide within 24-hours any needed replacement part for inoperative elevators, as long as such part is available within the 24-hour period. Parts which are not available within the 24-hour period, the contractor shall be responsible for expedited shipping of said parts to minimize downtime.
- 2.2.19 Parts/Supplies:** In performing the required work the contractor agrees to provide only genuine parts used by the manufacturer of the equipment for replacement or repair and to only use those lubricants obtained from and/or recommended by the manufacturer of the equipment, except that equivalent parts or lubricants may be used if approved in writing by the HA representative named in the ensuing contract. Parts or equipment required for repairs shall, if applicable, be rebuilt to an "as new" condition. No parts or vertical transportation equipment covered under the ensuing contract shall be permanently removed from the job site

without the written permission of the aforementioned HA person named in the ensuing contract.

**2.2.20 Performance Requirements:** Each proposer shall include as a part of the information submitted under Tab No. 4 the performance standards he/she will meet for each of the applicable elevators. In any case, all work shall be conducted pursuant to the manufacturer's current standards. Please note that:

**2.2.20.1** Floor-to-floor times are measured from the time the doors start to close, including typical one-floor travel, and until the elevator is approximately level with the next successive floor, either up or down, and the doors is 3/4 open.

**2.2.20.2** Door opening times are measured from the start of the car door opening until the doors are in the fully open position.

**2.2.20.3** Door closing times are measured from start of door closing until the hoist way doors are fully closed.

**2.2.20.4** Accuracy of leveling shall be measured under all load conditions.

**2.2.20.5** Variance from rated speed, regardless of load, shall not exceed +/- 5%.

**2.2.20.6** All hydraulic elevators will have a running speed of FPM (feet per minute) recommended by the manufacturer and shall meet door opening time, door closing time, and floor accuracy as described above.

**2.2.20.7** Door closing pressure shall not exceed the pounds recommended by the manufacturer.

In accomplishing these requirements, the contractor shall maintain a comfortable elevator ride ("comfortable," in the opinion of the designated HA contact person), with smooth acceleration, retardation and soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

**2.2.21 Periodic Testing:** The contractor shall make required tests, including annual no-load, low speed test of car safeties and governors; full-load, rated-speed test of hydraulic buffers and safeties on cable-type elevators as required by ASME/ANSI A17.1 Code and as required by State of Rhode Island Occupational Safety Administration. Written reports of said tests shall be submitted to the designated HA contact person and, in the case of safety tests, prior notification shall be given (at least 1 week prior) so that the designated contact person may, if he/she wishes, witness said test or tests.

- 2.2.22 **Posting:** The contractor shall post adjacent to the equipment a clearly visible notice identifying the contractor by name and the applicable emergency telephone number.
- 2.2.23 **Blank**
- 2.2.24 **Qualified:** The contractor must be fully qualified to install, inspect and repair the equipment listed herein.
- 2.2.25 **Repair/Replacement:** As a part of the services provide pursuant to this IFB and the ensuing contract, the contractor shall provide the labor to repair or replace any worn or defective elevator equipment, including but not limited to the following, if applicable to the existing HA equipment:
- 2.2.25.1 Machine; worm; gear; thrust bearing; drive sheave; drive sheave shaft bearings; brake pulley; brake coil; brake contact; linings; and component parts;
  - 2.2.25.2 Motor and motor generator; motor windings; rotating element; commutator; brushes; brush holders, and bearings;
  - 2.2.25.3 Controller; selector and dispatching equipment; all relays; solid state components; resistors; condensers; transformers; contacts; leads; dashpots; timing devices; computer devices; steel selector tape; electrical traveling cable; and mechanical and electrical driving equipment;
  - 2.2.25.4 Governor; governor sheave and shaft assembly; bearings; contacts; governor jaws; and governor wire rope;
  - 2.2.25.5 Deflector or secondary sheave; bearings; car and counterweight guide rails; top and bottom limit switches; governor tensions and sheave assembly; compensating sheave assembly; counterweight and counterweight guide shoes; including rollers or gibs, hoist cable and comp-cable;
  - 2.2.25.6 Elevator pump; motor; plunger; plunger packing; v-belts; strainers; valves; and mufflers;
  - 2.2.25.7 Hoist way door interlocks; hoist way door hangers; bottom door guides; and auxiliary door closing.
- 2.2.26 **Reports:** It shall be the responsibility of the contractor to complete, in a legible fashion, during and after each testing, inspection and/or installation, any required reports, copies of which must be delivered to the HA within 10 days of completion of such event, and which shall be delivered by the contractor, as required by any code, law or regulation, to all applicable local, State or Federal agencies.



- 2.2.27 Required Services:** The services shall include, but are not limited to, no less than monthly inspection and servicing to include the cleaning, lubrication, adjusting and repair of the vertical transportation equipment, including the cleaning of the machine room, hoist way, pits and elevator car tops. The maintenance shall include the repair or replacement of electrical and mechanical parts, including hoist ropes, whenever required. As conditions warrant, repair or replace all portions of the elevator systems to maintain code standards, manufacturer's standards and the standards listed within this contract. At all times, time is of the essence in the performance of the terms of the proposed contract.
- 2.2.28 Response Time:** The contractor shall arrive at the site within 2 hours or receipt of the call that the equipment is inoperable or in problem status. If the contractor cannot do so due to another emergency situation, the contractor shall immediately notify the designated HA contact person of such. As to emergencies (i.e. person stuck in elevator), the contractor must arrive within 1/2 hour of receipt of such call, or must immediately notify the designated HA contact person of his/her inability to do such. In each case, the HA shall then have the right to contact another firm to address the problem at the contractor's expense.
- 2.2.29 Return to Site:** Within no more than 1 hour of being notified by the HA, the contractor shall return to any site to correct or again inspect any work already performed. In the case of a call-back due to an emergency (i.e. person stranded in elevator or elevator out of operation, etc.), the Contractor shall return to the site within 1/2 hour of being notified by the HA or the HA's representative.
- 2.2.30 Right to Inspect and Require Work:** The HA reserves the right to make such inspections and tests whenever the HA feels such is necessary to ascertain that the requirements of the ensuing contract are being fulfilled. The contractor will be notified in writing of any deficiencies and corrections that must be made and the contractor shall complete such within 5 working days of receipt of such written notification.
- 2.2.31 Service Calls:** The contractor's representative shall check in and out with the HA staffs at the site when performing any work at the site. When leaving the building the contractor's representative shall provide to the HA staff person a signed time or job ticket. The ticket shall include, but not be limited to, the following information:
- 2.2.31.1** Company name;
  - 2.2.31.2** Printed name(s) of the personnel performing the work;
  - 2.2.31.3** Date of service;
  - 2.2.31.4** Specific elevator and equipment worked on;
  - 2.2.31.5** Detailed description of the work performed;

- 2.2.31.6 Parts used;
- 2.2.31.7 Specific and total time spent on job.
- 2.2.32 **Service Log:** The contractor shall maintain at the site, at the location designated by the HA, a complete log of all visits, service and trouble calls by the contractor. This log will be filled out whenever the contractor visits the site for any reason, and shall include, at a minimum, the date and time the work was performed, a description of the work performed, and the printed name of the person performing the work.
- 2.2.33 **Signatures:** Whenever the contractor completes work at an HA site, he/she shall obtain the signature of an HA on-site staff person showing that the work was completed in a satisfactory manner. A copy of this document shall accompany the related billing invoice.
- 2.2.34 **Structures:** The contractor is hereby authorized to make necessary and reasonable preparations such as drilling holes, driving nails, making attachments or other such alterations to maintain, install and/or monitor the required equipment. The contractor shall be responsible (including financially) for any damage to HA equipment or property that results from such installations by the contractor, except such nominal damage that would normally occur from such installations, such as nail holes, etc., unless such damage was caused as a result of any substandard condition of HA property not the fault of the contractor.
- 2.2.35 **Subcontracting:** Unless prior written permission is given by the HA, all work performed by the contractor shall be performed by the contractor only and shall not be sub-contracted to another firm. The HA reserves the right to not grant such approval.
- 2.2.36 **Testing/Additional Reports:** The contractor shall test Fireman's Service Phase I and II monthly, coordinated through the designated HA contact person. The contractor shall submit to the designated HA contact person each month a written performance evaluation pertaining to each elevator. All of the foregoing performance items (within 2.2.10) shall be included in this report.
- 2.2.37 **Traffic Plan/Public Safety:** The contractor shall be responsible for maintaining public convenience and safety, both inside and outside of the related areas of the premises, during the performance of the work. When necessary, the contractor shall provide portable barriers, clearly distinguishable, and placed at least 20 feet in front of the work area. All barriers must be prominently marked to warn pedestrians and placed in such a manner to ensure safe passage around the work area.
- 2.2.38 **Wiring:** All exposed wiring shall be held to an absolute minimum. Wiring shall typically be installed in conduit, EMT or pipe, especially when required by any of the aforementioned regulations, codes and/or laws.

- 2.2.39 Work Plan:** Each proposer shall include under Tab No. 4 of the bid submittal a specific work plan of proposed work for each of the sites identified within Section 2.1 of this document. Such work plan shall detail the specific work that will be completed and within what timeframe (including how often). Please be detailed and clear as to what specific services you will perform and when!
- 2.2.40 Written Approval:** The contractor shall obtain from the HA designated contact written approval to proceed with any work prior to commencing such (EXCEPTION: The HA designated contact may, in the case of an emergency affecting the health, safety or welfare of the HA residents, staff or the public, give the contractor verbal permission to proceed; however, the contractor shall by 10:00 a.m. the next business day, in writing, recap such verbal permission and deliver such by fax, by e-mail or in person to the HA designated contact and gain his/her written signature acknowledging such.) Failure to abide by this requirement shall cause the contractor to be fully liable and financially responsible for the work performed, which means that the HA shall have no obligation to pay for the work performed, in which case the contractor shall not be allowed to reverse the work.
- 2.2.41.1 Procedure to Award Additional Work (Task Order):** When the HA has need of services, the contractor and the HA representative will meet at the applicable unit, inspect the site and mutually determine the extent of the services needed. Each proposer has already, as a part of his/her proposal submittal, submitted proposed unit fees for the various services that will be needed to complete the work. The following information shall be entered by the contractor on the Task Order form and delivered to the HA. The HA must respond with written approval by signature prior to the Contractor proceeding with the work.
- 2.2.41.1.1** All applicable descriptions of the services to be provided;
  - 2.2.41.1.2** The applicable quantity of each such service (most especially as determined at the aforementioned meeting at the site detailed previously within this section);
  - 2.2.41.1.3** The applicable unit costs for each such products and/or services;
  - 2.2.41.1.4** The calculated total.

- 2.3 State Contractor's License:** As required by State of Rhode Island law, the contractor shall have a Rhode Island license.
- 2.4 Current Contractor:** The HA's current contractor for these services is 3Phase Elevator (Formerly Eagle Elevator), of Canton, MA 02021
- 2.5 Strikes or Lockouts:** In the event the contractor should become involved in a labor dispute, strike or lockout, he shall be required to make whatever arrangements should be necessary to ensure that the conditions of this Contract are met in their entirety. Should the Contractor be unable to fulfill the Contract requirements, the Owner reserves the right to make alternative arrangements to ensure satisfactory performance during such time that the Contractor is unable to perform the required duties. Any costs incurred by the Owner as a result of such job action shall be the responsibility of the Contractor.

**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. 4]

RFP Section	Tab No.	Description
3.1.1	1	<b>Form of Proposal:</b> 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	<b>Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract:</i></b> 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.
3.1.2.1	2	<b>Form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Proposers, Public and Indian Housing Programs:</i></b> This Form is attached hereto as Attachment B-1 to this RFP document. This 4-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	<b>Profile of Firm Form:</b> 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	<b>Proposed Services:</b> As more fully detailed within Section 2.0, <i>Scope of Proposal/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 Demonstrated Understanding of the HA’s Requirements.
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer’s Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the proposer’s proposed Work Plan to provide the required services. PLEASE NOTE: While proposers may make reference to the proposed hours for each position listed within Section 3.2.1, proposer’s shall NOT, as detailed within Section 3.2 herein, enter anywhere within the tabbed proposal submittal any reference to the proposed fees entered within the noted Bid.

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3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer's Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (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 Demonstrated Experience in performing similar work and the proposer's Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
3.1.4.5		If appropriate, how staff are retained, screened, trained and monitored;
3.1.4.6		The proposed quality control program;
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax;
3.1.4.8		A complete description of the products and services the firms provides.
3.1.5	5	<b>Managerial Capacity/Financial Viability:</b> 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	<b>Client Information:</b> 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;
3.1.7	7	<b>Equal Employment Opportunity:</b> The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.
3.1.8	8	<b>Subcontractor/Joint Venture Information (Optional Item):</b> 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	<b>Section 3 Business Preference Documentation (Optional Item):</b> For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and

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		executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.
<b>3.1.10</b>	<b>10</b>	<b>Other Information (Optional Item):</b> 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 there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

**3.1.12 Proposal Submittal Binding Method:** It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the HA can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the proposal submittal to its original condition.

**3.2 Entry of Proposed Fees:** The proposed fees shall be submitted by the proposer and received by the HA where provided on the noted Bid only. Do not submit, enter or refer to any fees or costs within the 10-tab "hard copy" proposal submittal detailed within Section 3.0—any proposer that does so may be rejected without further consideration. Each proposer must enter where provided within the noted Bid the proposed unit fees for each of the following Pricing Items. Such fees shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to (unless otherwise stated herein): employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. You must enter a proposed fee for the majority of Pricing Items (a "No Proposal" is not allowed for any item), though a "No Charge" is allowed for several of the Pricing Items.

[Table No. 5]

RFP Section	Lot No.	Item No.	Qty	U/M	Description
<b>3.2.1</b>					<b>Lot #1: Monthly Maintenance and On-going Services</b>
<b>3.2.1.1</b>	<b>1</b>	<b>1</b>	<b>36</b>	<b>Months</b>	<b>Monthly Maintenance: Forand Manor Annex</b>
<b>3.2.1.2</b>	<b>1</b>	<b>2</b>	<b>36</b>	<b>Months</b>	<b>Monthly Maintenance: Forand Manor</b>
<b>3.2.1.3</b>	<b>1</b>	<b>3</b>	<b>36</b>	<b>Months</b>	<b>Monthly Maintenance: Wilfrid Manor</b>

**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 on the noted bid 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), on a task order basis, any amount of services the HA requires.

**3.3.2 Pertaining to the Additional Labor (that may be required), Pricing Items No. 8-10):** These Pricing Items are for work that the HA may require that is not already specifically identified within Pricing Items No.'s 1-7.

**3.3.2.1 Supervisor:** The contractor's assigned skilled staff person who has responsibility to supervise the work at the HA site. This person may, while supervising, also perform work typically assigned to the Installer or the Laborer. It is understood that a supervisor position will be paid by the HA only if there are 3 or more persons working on the site at the same time; if there is less than 3 persons working at the site at the same time, then the HA will only pay for such staff at the level they are actually working (i.e. Mechanic and/or Helper).

**3.3.2.2 Mechanic:** The contractor's assigned skilled staff person who typically performs the majority of the required work identified within Pricing Items 1-3.

**3.3.2.3 Helper:** The contractor's assigned staff person who typically performs the unskilled labor services to assist the other described staff.

**3.3.2.4 Assumption:** It shall be the HA's assumption that the successful proposer has based his/her proposed pricing for Pricing Items No. 1-3 and 8-10 upon the proposed hourly rates submitted by the proposer for Pricing Items No. 4-6 (and by submitting a proposal in response to this RFP, the successful proposer automatically agrees that such is accurate). Accordingly, the HA may use such assumption, if necessary, to do any lump-sum proposal breakdown calculations during the term of the ensuing contract.

**3.3.3 Additional Supplies/Materials (Pricing Item No. 7):** Each proposer shall enter this item where provide in the noted bid 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. Please note that this fee proposal shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site, meaning, all costs shall be F.O.B. the HA site.

**3.3.4 Price Escalation:** At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed (Pricing Items 4-6), 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), in the same amount of any escalation that occurs within that contract period pertaining to the companies contract with the applicable International



Union of Elevator Constructors (IUEC). 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.

**3.3.4.1 Notification Must Be Received From 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 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 HA shall consider regular-time to be Monday-Friday (excluding holidays), 8:00am - 4:00pm. Accordingly, the HA will pay a rate of 1.5 of the listed hourly rates within Pricing Items No. 4-6 (or any increased rate that increased per Section 3.3.4 herein) for any work the HA requires the successful proposer to work specifically during non-regular-time hours (the HA shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular-time hours).

**3.3.6 Davis-Bacon (D/B) and/or State Prevailing Wage Rates:** As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the HA needs the successful bidder to provide services that require the successful bidder to pay Davis-Bacon or State Prevailing Wages Rates for a specific task order pertaining to the ensuing contract, then to compensate the successful bidder for any amount that the applicable Davis-Bacon or State Prevailing Wage Rates are greater than the portion of the applicable hourly fees listed within Pricing Items No. 4-6 that the contractor actually pays to each such person performing the work, as verified by payroll records (or any similar hourly fee that is increased as a result of Section 3.3.4 herein), the HA shall:

**3.3.6.1** Ascertain the applicable portion of the hourly wage rate(s), as listed within the contract, that applies;

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

**3.3.6.3** Ascertain the difference between the two rates, which amount the HA will pay to the successful proposer for that task order only.

**3.3.6.4 Locating Applicable Wage Rates:** As the currently known work pertaining to this RFP is maintenance-related rather than construction-related, accordingly, there is not a D/B or State Wage Rate General Decision attached to this RFP. If, as detailed within 24 CFR 85.36(h)(5), the HA is required to pay Davis-Bacon wage rates (for all “construction contracts in excess of \$2,000”), and for similar State requirements, the HA will then issue a General Decision as it applies to that work. Current Davis-Bacon wages rates may be viewed by following the following listed steps:

[Table No. 6]

RFP Section	Step No.	Description
3.3.7.1	1	Enter <a href="http://192.239.92.108/searchdb.html">http://192.239.92.108/searchdb.html</a> in the Internet navigation bar
3.3.7.2	2	Select a State
3.3.7.3	3	Enter a County
3.3.7.4	4	Construction Type: Enter “Residential” or “Building;”
3.3.7.5	5	WD’s: Leave “All WDs;”
3.3.7.6	6	Click on “Search;”
3.3.7.7	7	View the wage rate applicable to the service(s)

- 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 (marked "ORIGINAL") and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

THE CENTRAL FALLS HOUSING AUTHORITY  
Attention: Bridgett M. Duquette  
EXECUTIVE DIRECTOR  
30 WASHINGTON STREET  
CENTRAL FALLS, RHODE ISLAND 02863

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 the noted Bid, 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 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 may has not abide 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 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.

**3.6.1 General Directions to the Pre-proposal Conference:**

[Table No. 7]

RFP Section	Direction
3.6.1.1	Directions can be found by utilizing the following information:
	CENTRAL FALLS HOUSING AUTHORITY
	30 WASHINGTON STREET
	CENTRAL FALLS, RI 02863

**REQUEST FOR PROPOSALS (RFP) NO. 2021-006, Elevator Services**

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

[Table No. 8]

<b>RFP</b>		
<b>Section</b>	<b>Attachment</b>	<b>Attachment Description</b>
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>
3.7.2.1	B-1	*Form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Proposers, Public and Indian Housing Programs</i>
3.7.3	C	Profile of Firm Form
3.7.4	D	Section 3 Forms, including explanation
3.7.5	E	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.7.5.1	E-1	*Form HUD-5369 (10/2002), <i>Instructions to Proposers for Contracts, Public and Indian Housing Programs</i>
3.7.6	F	<i>HA Instructions to Proposers &amp; Contractors</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>
3.7.7.3	G-3	*Form HUD-5370 (11/2006), <i>General Conditions for Construction Contracts, Public and Indian Housing Programs</i>
3.7.8	H	<i>Sample Task Order Form</i>
3.7.10		*These forms have been included specifically for any work that may be deemed to be construction related. Be aware that if the HA does retain the successful proposer to do construction-related work at any time during the ensuing contract period(s), there will be additional HUD-required forms to complete pertaining to such; and by submitting a proposal the successful proposer hereby agrees to complete and submit those forms as required. Also, in the case of any discrepancy of any terms and conditions listed within these forms and any other forms herein, the HA reserves the right to determine which such term or condition shall apply. By submitting a proposal in response to this RFP, the proposer thereby agrees to abide by these requirements.

**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. 9]

<b>NO.</b>	<b>MAX POINT VALUE</b>	<b>FACTOR TYPE</b>	<b>FACTOR DESCRIPTION</b>
1	70 points	Objective	The <b>PROPOSED COSTS</b> the proposer proposes to charge the HA to complete the required work.
2	5 points	Subjective (Technical)	The proposer's <b>DEMONSTRATED UNDERSTANDING</b> of the <b>REQUIREMENT</b> ;
3	5 points	Subjective (Technical)	The <b>APPROPRIATENESS</b> of the <b>TECHNICAL APPROACH</b> (including labor categories, estimated hours and skill mix) and the <b>QUALITY</b> of the <b>WORK PLAN</b> .
4	5 points	Subjective (Technical)	The proposer's <b>TECHNICAL CAPABILITIES</b> (in terms of personnel, equipment and materials) and the <b>MANAGEMENT PLAN</b> (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
5	10 points	Subjective (Technical)	The proposer's <b>DEMONSTRATED EXPERIENCE</b> in performing similar work and the proposer's <b>DEMONSTRATED SUCCESSFUL PAST PERFORMANCE</b> (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
6	5 points	Subjective (Technical)	The <b>OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED</b> , based upon the opinion of the evaluators.
	100 points	100 points	<b>Total Points (other than preference points)</b>

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

[Table No. 9a]

<b>NO.</b>	<b>MAX POINT VALUE</b>	<b>FACTOR TYPE</b>	<b>FACTOR DESCRIPTION</b>
7		Objective	<b>SECTION 3 BUSINESS PREFERENCE PARTICIPATION:</b> A firm may qualify for Section 3 status as detailed within Attachment D (NOTE: A max of 5 points awarded).
7a	15 points		Priority I: As detailed on page 5 of Attachment D.
7b	12 points		Priority II: As detailed on page 5 of Attachment D.
7c	9 points		Priority III: As detailed on page 5 of Attachment D.
7d	6 points		Priority IV: As detailed on page 5 of Attachment D.
7e	3 points		Priority V/VI: As detailed on page 5 of Attachment D.
	15 points		<b>Maximum Preference Points (Additional)</b>
	115 points	<b>Total Possible Points</b>	

**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 for Proposals Deemed Responsive:** Internally, 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 Justification 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.
- 4.2.3 Evaluation:** The CO will evaluate and award points pertaining to Evaluation Factors No. 1 and 7 (the “Objective” Factors). The appointed evaluation committee, independent of the CO or any other person at the 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.
- 4.2.4 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. Any firm deemed not to be in the competitive range shall be notified of such in writing by the HA in a timely manner as possible, but in any case, within no longer than 5 days after the

beginning of such negotiations with the firms deemed to be in the competitive range.

**4.2.5 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 HA's option, be conducted prior to or after the BOC approval.

**4.2.5.1 Minimum Evaluation Results:** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 4.1 herein).

**4.2.5.2 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.”

**4.2.6 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:

**4.2.7.1** Which proposer received the award;

**4.2.7.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;

**4.2.7.3** The cost or financial offers received from each proposer;

**4.2.7.4** Each proposer’s right to a debriefing and to protest.

**4.2.7 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, either in hard copy or on the noted eProcurement System,” including the contract clauses already attached as Attachment G, G-1, G-2, and G-3. 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, G-2, and G-3), 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 3 years with the option, at the HA's discretion, of 2 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 \$5,000,000, 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 \$5,000,000), 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 [RI Department of State - Business Services];
  - 5.4.6** If applicable, a copy of the proposer's license issued by the State of Rhode Island 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 (DO NOT ATTACH SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--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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