



REQUEST FOR PROPOSALS

No. 01052026

Water Penetration Testing and Inspection of PTAC Locations- Stillwell Towers

This Request for Proposals (RFP) seeks submittals from qualified building diagnostic professionals to conduct water penetration testing in 12 (twelve) different locations in Stillwell Towers utilizing a combination of standards under ASTM E1105 and E2128.

Prepared by:

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SECTION 1: Introduction

1.1 INTRODUCTION

The Housing Authority of Savannah (hereinafter, “the Agency”) is a public entity that was formed in 1938 to provide federally subsidized housing and housing assistance to low-income families, within the City of Savannah and Chatham County, Georgia. The Agency 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 Agency’s procurement policy. Though brought into existence by a Resolution of the City of Savannah, it is a separate entity from the City.

Currently, the Agency owns and/or manages and/or is in partnership for: (a) 6 developments totaling 918 units of HUD public housing; (b) 4 Mixed-Finance / Mixed-Income developments totaling 654 units; (c) 350 Project-Based Rental Assistance (PBRA) Rental Assistance Demonstration (RAD) units; (d) 163 Project-Based Voucher (PBV) RAD units; and over 3,000 Section 8 Tenant Housing Vouchers. The Agency currently has approximately 90 employees.

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

1.2 CONTACT/ACCESS INFORMATION AT A GLANCE

[Table No. 1]

AGENCY CONTRACTING OFFICER	Evette Hester, Executive Director
AGENCY CONTACT PERSON	Sharon Bryant-Dalas, Procurement and Contracts Administrator Telephone (912) 235-5800 x 115 E-mail: sdallas@savannahpha.com TDD/TTY: 800-545-1833 x 313
HOW TO ACCESS THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	<ol style="list-style-type: none"> 1. Access ha.internationaleprocurement.com (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the system, please call customer support at 1-866-526-9266.
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	Bids must be submitted electronically via the Marketplace by the submission deadline.

~ END OF SECTION 1 ~

SECTION 2: The Agency's Reservations of Rights

- 2.1 Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- 2.2 Right to Not Award.** Not award a contract pursuant to this RFP.
- 2.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the Contractor(s).
- 2.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer (hereinafter, "Contractor") shall provide the services called for in this RFP.
- 2.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
- 2.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 2.7 Right to Reject Any Proposal.** Reject and not consider any proposal or proposer that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposers offering alternate or non-requested services.
- 2.8 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 2.9 Right to Prohibit.** At any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the ha.economicengine.com eProcurement Marketplace (hereinafter, the "eProcurement Marketplace" or the "Marketplace") and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective or actual proposer, of any responsibility pertaining to such issue.
- 2.10 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

~ END OF SECTION 2 ~

SECTION 3: RFP Intent and Notices to Offerors

3.1. RFP INTENT

As outlined in greater detail in Section 5 – Scope of Services, this Request for Proposal (RFP) is to conduct water penetration testing in 12 (twelve) different locations in Stillwell Towers and to provide a written report detailing corrective action recommendations to the Agency.

3.2. ELECTRONIC PROPOSAL SUBMISSION

Bidders shall provide an electronic bid, fully compliant with all preceding instructions to HAS. An award may not be made to any bidder who has not been responsive to all instructions, certifications, and representations indicated in this solicitation, or cannot satisfactorily demonstrate within his/her bid the ability to perform all contractual requirements. Only information contained in a bid or furnished by a bidder during an oral presentation, if applicable, will be evaluated.

3.3. DISCLAIMER

This is a Solicitation only; it is not a contract. HAS shall assume no obligation to pay or reimburse any person or entity for any costs, fees or expenses incurred in preparation of a response to this Solicitation, or for any meetings and/or travel costs related to such response. All Proposals submitted to and accepted by the Agency shall become the exclusive property of the Agency and shall not be returned. The Agency reserves the right to reject any or all Proposals in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of HAS. The Agency is under no obligation to any Offeror until a contract is executed for the Services described herein.

3.4. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

The Agency is the sole entity with the authority to issue and/or distribute any solicitation documents and/or information related thereto. All solicitation documents obtained from any source other than the Agency may be incomplete or incorrect. The Agency assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued and distributed by the Agency. All solicitation documents shall be posted on the eProcurement Webpage: ha.internationaleprocurement.com and the Agency website: www.savannahpha.com.

3.5. ACCEPTANCE

The submission of a Proposal shall constitute acknowledgement and acceptance by the Offeror of the requirements, specifications and terms and conditions specified herein.

3.6. RESTRICTED DISCUSSIONS

Offerors are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the Agency except as expressly authorized herein. The Agency may, in its sole discretion, reject the Proposal submitted by any Offeror who is in violation of this provision. All verbal statements and/or answers to questions relative to this Solicitation shall not be considered binding, valid or enforceable.

3.7. ADA REQUIREMENTS

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the Agency's Procurement Office by phone (912) 235-5800 x 115 or by email sdallas@savannahpha.com.

~ END OF SECTION 3 ~

SECTION 4: Solicitation Schedule and Information

4.1. SOLICITATION SCHEDULE

Below is the schedule of events for this Solicitation. The Agency reserves the right to modify the Solicitation Schedule at any time as best may serve the interests of the Agency; all modifications shall be made by addendum or amendment and posted on the noted internet system. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

EVENT	DATE	TIME
A. Solicitation Issued:	December 1, 2025	
B. Pre-Bid Meeting: <i>See Subsection 4.2 for additional information</i>	December 8, 2025	10:00 a.m.
C. Proposer Questions Due in Writing: <i>See Subsection 4.3 for additional information</i>	December 15, 2025	by 4:00 PM
D. H A S's Answers to Questions Issued: <i>See Subsection 4.4 for additional information</i>	December 19, 2025	by 4:00 PM
E. Submission Deadline: <i>See Subsection 4.5 for additional information</i>	January 5, 2026	by 3:00 PM

4.2. PRE-PROPOSAL MEETING

An on-site pre-proposal meeting will be held on Monday, December 8, 2025, at 10:00 a.m. at Stillwell Towers (5100 Waters Avenue, Savannah, GA 31404). It is highly recommended, though not mandatory, that all prospective proposers be in attendance. The purpose of this meeting is to assist proposers in having a full understanding of the RFP requirements, as well as the scope of work, so that he/she feels confident in submitting an appropriate response; therefore, at this meeting the Agency will conduct an overview of the RFP documents, including the attachments. Attendees should have a copy of the bid documents for this meeting.

4.3 SUBMISSION OF QUESTIONS

All questions regarding this Solicitation shall be submitted through the eProcurement system (Marketplace) and shall be received by the date and time specified in the Solicitation Schedule. All questions received not in compliance with this paragraph will not be answered unless the Agency, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

4.4. AGENCY'S ANSWERS TO OFFEROR QUESTIONS

The Agency's answers to questions submitted by Proposers will be posted by addendum in the Marketplace on the date specified in the Solicitation Schedule.

4.5. SUBMISSION DEADLINE

All submissions are due on January 5, 2026, by 3:00 p.m., and proposals received after this deadline will not be accepted. Mailed/faxed bids will not be accepted

~ END OF SECTION 4 ~

SECTION 5: Scope of Services

5.1. SCOPE OF SERVICES.

Stillwell Towers is a 20-story building located on Waters Avenue in Savannah, GA. The property is owned and operated by the Housing Authority of Savannah (the "Agency") under the public housing program.

In 2023, a project was undertaken to replace all 233 Packaged Terminal Air Conditioning (PTACs) units in the building. During project implementation, leaks were observed under and around new PTACs, leading to a recommendation for replacement of damaged PTAC sleeves.

In 2024, another project was undertaken to assess PTAC sleeves, resulting in the replacement of 26 sleeves and repair of many others. Unfortunately, the replacement of damaged sleeves was not effective in preventing leaks, which are recurring. Initial evaluation by contracted Architecture and Engineering firms indicate storefront windows could have deficient drainage systems, and/or building envelope is compromised. Stillwell Towers was built in 1972 and presents original building envelope.

Scope:

The Agency is seeking proposals from qualified building diagnostic professionals to conduct water penetration testing in 12 (twelve) different locations in Stillwell Towers utilizing a combination of standards under [ASTM E1105](#) and [E2128](#).

Additionally, the selected building diagnostic professional will conduct visual investigation of all PTAC locations in the building (a total of 233, among which 210 are in residential units), being expected to remove PTACs from their sleeves and record condition of sleeves, wooden platforms, baseboards and other adjacent structures.

Conclusions of the water penetration testing and visual investigation must be delivered electronically in a written report submitted no later than fifteen business days after testing and investigations are completed. The report must contain detailed corrective action recommendations and supporting photographs.

The selected building diagnostic professional will be responsible for all equipment, tools, and labor necessary for completion of the scope.

The Agency expects all work to be completed no later than 45 calendar days after contract execution.

5.2. CONTRACTOR RESPONSIBILITIES

A. Access for Emergency Vehicles.

The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.

B. Proposer's Onsite Personnel

The proposer shall perform criminal history checks and drug screening tests on all contractor personnel that perform work (either on-site or off-site) for the Agency, and,

if the Agency requests, the Proposer shall provide the Agency with such results. Such persons whose criminal history check discloses a misdemeanor or felony involving moral turpitude or harm to persons or property or any sexual offenses will not be employed to perform work under the ensuing contract. Such tests and screening shall be performed at the sole expense of the proposer. The Agency reserves the right to request the removal of any proposer personnel from performing services for the Agency.

C. Communication.

The Agency contact person shall be the primary on-site point of contact for the Contractor pertaining to this work. The Contractor shall be free to converse and communicate with the Agency contact person during or between visits; however, all requests for changes or decisions shall be submitted to the Agency contact person and approved by the Executive Director, or assignee, after receipt and consideration of written request from the Agency. The Agency contact person anticipates that it will typically make a decision in such matters within three (3) workdays of receipt, though such response timeframe may be shorter or longer depending on the situation; accordingly, the Contractor shall be required to submit such written requests in as timely a manner as reasonably possible. When construction commences, all communication must be directed to the designated Agency contact person only. At no time shall the Contractor or his/her staff communicate directly with Agency residents.

D. Safety Standards.

It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations. The Contractor shall, upon request from the Agency, provide the Agency with a copy of its safety policy. Any and all accidents or injuries shall be reported verbally within two (2) hours and in writing within 24 hours of the occurrence to the designated Agency contact person.

E. Work Standards.

It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the Chatham County (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Georgia, or any applicable Federal Agency.

F. Prohibited Substances.

The Agency properties are a smoke-free environment. The use of tobacco, illegal drugs, vaping or prescription drugs that would adversely affect the performance of the contractor, and/or alcohol is prohibited by the Contractor and his/her personnel on-site while performing services on Agency property.

G. Weapons Prohibited.

The Contractor shall be responsible for ensuring that neither the Contractor nor his/her employees bring onto the Agency sites weapons of any kind, legal or illegal, including, but not limited to, firearms or knives.

H. Required Licensing.

The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the Chatham County (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or the State of Georgia. The license must be provided upon request by the Agency.

5.3. TASK ORDER BASIS FOR ADDITIONAL SERVICES

It is possible that during the term of the ensuing contract the Agency may have need of additional services from the Contractor that have not been specifically detailed herein. The Agency will only order such additional services by use of a fully completed Task Order form (see Attachment H), upon agreement of the task order specifics between the Contractor and the Agency. Such work shall be calculated through mutual negotiation, using the information submitted by the Contractor, including the proposed fees submitted by the Contractor.

5.4. PREVIOUS/CURRENT CONTRACTOR(S)

The Agency's currently does not have a contractor for these services.

~ END OF SECTION 5 ~

SECTION 6: Proposal Format and Submission Instructions

6.1. PROPOSAL SUBMITTAL

The Agency intends to retain the proposer pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the Agency will, as detailed within the following Section 5, consider factors other than just cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE, through the Marketplace, no later than 3:00 pm on **January 5, 2026**. None of the proposed services may conflict with any requirement the Agency published herein or issued by addendum.

A. Part A: Technical Proposal

The Technical Proposal shall be submitted **separate** from the Price Proposal and the following should be uploaded into the Marketplace:

a. 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.

b. Form HUD-5369-C (8/93). *Certifications and Representations of Offerors. Non-Construction Contract.*

This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and uploaded in the Marketplace.

c. 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 uploaded in the Marketplace.

d. Proposed Services

The proposer shall upload documentation further explaining the proposer’s services and showing how the proposer intends to fulfill the requirements of the preceding Section 5.1 herein. (NOTE: Though proposers are free to submit as much information as they wish to satisfy the following detailed requirements, the Agency anticipates that the documentation will not exceed 4-8 pages, at most:

- As detailed within Section 7.2, Evaluation Factor No. 2, herein, the proposer’s **DEMONSTRATED UNDERSTANDING** of the **AGENCY’S REQUIREMENTS**
- As detailed within Section 7.2, Evaluation Factor No. 3, herein, the **APPROPRIATENESS** of the **TECHNICAL APPROACH** and the **QUALITY** of the **SERVICES PROPOSED**.
- As detailed within Section 7.2, Evaluation Factor No. 4, herein, the proposer’s **TECHNICAL CAPABILITIES** (in terms of personnel) and the **MANAGEMENT PLAN** (including the ability to provide the services detailed herein).
- As detailed within Section 7.2, 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 as verified by reference checks or other means. NOTE: The Agency will place particular importance on Experience and Past Performance with other Housing Agencies or in HUD- or housing-related work.

- Indicate how staff are retained, screened, trained, and monitored.
- The proposed quality control program.
- A complete description of the products and services the firms provide.

e. **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, *Profile of Firm Form*. Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart). NOTE: A copy of the most recent independently prepared financial statements and/or tax return may be requested for any awarded proposer.

f. **Client Information**

The proposer shall submit a listing of former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:

- a. The client's name;
- b. The client's contact name;
- c. The client's telephone number;
- d. The client's email address;
- e. A brief narrative description and scope of the service(s) and the dates the services were/are provided

g. **Equal Employment Opportunity/Supplier Diversity.**

The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (e.g., small, minority-, and women-owned businesses).

h. **Subcontractor/Joint Venture Information (Optional Item).**

The proposer shall identify hereunder whether 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. NOTE: The Agency will not entertain separate pricing from any subcontractors. Billing will only be received from the prime contractor.

i. **Section 3 Business Preference Documentation (Optional Item).**

For any proposer claiming a Section 3 Business Preference, he/she shall under include the fully completed and executed Section 3 Business Preference

Certification Form attached hereto as Attachment D and any documentation required by that form.

- j. **Other Information (Optional Item).**
The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
- k. **Proposal Submittal Method.**
Proposals are to be submitted via the Marketplace by 3:00 PM on **December 29, 2025**. Bids submitted after this deadline will not be accepted. Mailed/Faxed bids will not be considered.

B. Part B: Price Proposal

A. Entry of Proposed Fees.

The proposed fees (Fee Items) shall be submitted by the proposer and received by the Agency where provided within the Marketplace only. Do not submit, enter or refer to any fees or costs within the uploaded proposal submittal detailed within Section 4.1 —any proposer that does so may be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Agency; etc.

[Table No. 2]

PRICING ITEMS	QTY	U/M	SERVICES DESCRIPTION
Water Penetration Testing and Inspection of PTAC Locations-Stillwell Towers			
1	1	each	Written Report of Conclusions/Recommendations'

6.2. ADDITIONAL INFORMATION PERTAINING TO THE PRICING ITEMS:

A. Quantities

All quantities entered by the Agency herein and within the corresponding Pricing Items on the Marketplace are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the Agency anticipates that the ensuing contract may be a Requirements Contract, in which case the Agency shall retain one Contractor only and shall retain the right to order from that Contractor (successful proposer), on a task order basis, any amount of services the Agency requires. Please note the immediately following exception to the aforementioned "Requirements Contract" language.

- a. **Entry of Fees.**
Proposers are required to submit a proposal, where provided for within the eProcurement Marketplace, for each Pricing Item detailed within Table No. 2. Whereas no additional proposal prices can or will be received after the proposal submittal deadline, any proposer that does not comply with this requirement shall be rejected without further consideration.

- **Warning! Realistic Proposed Cost for the Pricing Items.**
Each proposer is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic cost for each Pricing Item listed within the preceding Table No. 4. For example, if the successful proposer enters \$1.00 per hour for an “hourly” Pricing Item, then the \$1.00 per hour is what the successful proposer will charge the Agency for the work that the Agency may retain the successful proposer to provide if the Agency deems such retention is in the Agency's best interests to do so. Further, if, despite this warning, the successful proposer proposes a very low fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful proposer to, at contract execution, present a cash bond in a suitable amount (e.g., \$5,000.00) to ensure that the successful proposer will fulfill his/her obligation in this matter.
- **No Negotiation of Proposed Fees after the Submittal deadline.**
The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic price for each Pricing Item identified within the preceding Table No. 2 herein that the proposer chooses to submit a proposed cost for.
- **Review the Entry of Proposed Fees.**
The Agency strongly recommends that each proposer, after entry of these proposed fees within the eProcurement Marketplace, print the receipt provided and review the entry to ensure that the proposer has entered the proposed fees correctly and as the proposer intended to meet the requirements herein (the eProcurement Marketplace will allow the proposer to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The proposer will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect.

After a proposer has entered where provided within the eProcurement Marketplace his/her proposed unit costs for the Pricing Items the eProcurement Marketplace will automatically multiply the proposed unit costs by the listed quantities.

- b. **Potential Price Escalation.**
Unless otherwise provided for herein, there will not be any escalation of costs allowed during the term of the initial contract, or extensions.
- c. **No Deposit/No Retainer.**
The Agency will NOT pay any deposits or retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful proposer(s) for actual hours worked only. The Contractor will be required to submit a full back-up detail of all hours worked, listed by no less than the “30-minute” standard.

6.3. SUBMISSION RESPONSIBILITIES

It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the RFP document, the documents listed within Section 1., and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause the proposer not to be considered for the award.

6.4. PROPOSER'S RESPONSIBILITIES – CONTACT WITH THE AGENCY

It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the PCA only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Agency to not consider a proposal submittal received from any proposer who has not abided by this directive.

A. Addenda.

All questions and requests for information must be addressed in writing to the PCA. The PCA 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 PCA will NOT conduct any *ex-parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the Agency and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the PCA—it simply means that, other than directing the prospective proposer to the appropriate section in the RFP where the proposer's question has already been addressed, the PCA may not respond to the prospective proposer's new inquiries. The PCA will direct the proposer to submit such inquiries in the Marketplace so that the PCA may more fairly respond to all prospective proposers in writing by addendum.

6.5. PROPOSER'S RESPONSIBILITIES – EQUAL EMPLOYMENT OPPORTUNITY AND SUPPLIER DIVERSITY.

Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

A. Within 2 CFR §200.321 it states:

- a. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- b. (1) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- c. (2) Affirmative steps must include:
 - Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

B. Within HUD Procurement Handbook 7460.8 REV 2 it states:

- a. Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the Agency shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in Agency contracting.
- b. Section 15.5.B, Goals. The Agency is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

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

a. Assistance to Small and Other Business, Required Efforts:

- Including such firms, when qualified, on solicitation mailing lists.
- Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms.
- Establishing delivery schedules, where the requirement permits, which encourage participation by such firms.
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- Including in contracts, to the greatest extent feasible, a clause

requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low- income residents, as described in 24 CFR Part 75 (so-called Section 3 businesses); and

- Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

D. Requirements

Accordingly, please see Section 6.1 herein which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

6.6. 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. 3]

DOCUMENT NO.	ATTACHMENT	ATTACHMENT DOCUMENT
1.0	-----	This RFP Document
2.0	A	Form of Proposal
3.0	B	Form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non- Construction Contract
4.0	C	Profile of Firm Form
5.0	D	Form HUD-5369-B (8/93), Instructions to Offerors, Non-Construction
6.0	E	Supplemental Instructions to Proposers & Contractors (SIPC)
7.0	F	Section 3 Plan
8.0	G	Georgia E-Verify
9.0	H	Form HUD-5370-C (10/2006) Sec. 1, General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)
9.1	H-1	Form HUD-5370-C (10/2006) Sec. 2, General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)
10.0	H-2	Form HUD 50071 (01/14), Certification of Payments to Influence Federal Transactions (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed (\$100,000.)

11.0	I	Sample Contract Appendix No. 8: Standard Form LLL (Rev. 01/14), Disclosure of Lobbying Activities (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the form 50071)
12.0	J	Sample Task Order Form
13.0	K	Agency Sample Contract Form (PLEASE NOTE: This contract and the noted appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so.

~ END OF SECTION 6 ~

SECTION 7: Evaluation Criteria and Selection Process

7.1. AWARD

Award of the Contracts, if any, shall be to the Offerors whose Proposal(s) are deemed by the Agency to provide the best value, price and technical factors considered.

7.2. EVALUATION FACTORS

The Selection Committee will evaluate each Proposal on the following criteria:

[Table No. 4]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	20 points	Objective	The PROPOSED COSTS/FEES - proposers are expected to provide a firm fixed fee.
2	10 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the AGENCY'S REQUIREMENT .
3	25 points	Subjective (Technical)	ALIGNMENT WITH SCOPE AND ASTM E1105 AND E2128 STANDARDS
4	20 points	Subjective (Technical)	The proposer's TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein).
5	20 points	Subjective (Technical)	The proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means. NOTE: The Agency will place particular emphasis on the proposer's above described EXPERIENCE and PAST PERFORMANCE with HUD agencies,
6	5 points	Subjective (Technical)	The OVERALL QUALITY and PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
	100 points		Total Points (other than preference points)

7.3. EVALUATION METHOD.

Below is the anticipated selection process for this Solicitation:

A. Initial Evaluation for Responsiveness

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

B. Evaluation Packet

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

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

C. Evaluation Committee.

The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive 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 5.2 of this document, the designated PCA is the only person at the Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

D. Evaluation.

The PCA will evaluate and award points pertaining to Evaluation Factor No. 1 (the "Objective" Factor). The appointed evaluation committee, independent of the PCA or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2 through 6 (the "Subjective" Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the PCA.

a. Points Awarded Range.

Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP are shaded—please also see the Evaluation Factors detailed within the preceding Section 7.3.):

[Table No. 5]

Points Awarded							
Classification*	Rating	%	5	10	20	30	100**
Acceptable	Excellent	95%/+	5	10	19-20	29-30	95-100
Acceptable	Very Good	90%/+	5	9	18	27-28	90-94
Potentially Acceptable	Good	80%/+	4	8	16-17	24-26	80-89
Potentially Acceptable	Average	70%/+	4	7	14-15	21-23	70-79
Unacceptable	Poor	<70%	0-3	0-6	0-13	0-20	0-69
*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.							
**Total available points to be awarded, including cost points.							

E. Potential "Competitive Range" or "Best and Finals" Negotiations.

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

F. Determination of Top-ranked Proposer.

Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the PCA to determine the final rankings, which is typically forwarded by the PCA 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, if necessary. Contract negotiations may, at the Agency's option, be conducted prior to or after the BOC approval.

a. **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 7.3. herein).

b. **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.”

G. 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:

- a. Which proposer received the award;
- b. Where each proposer placed in the process as a result of the evaluation of the proposals received;
- c. The cost or financial offers received from each proposer;
- d. Each proposer’s right to a debriefing and to protest.

H. Restrictions.

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Agency evaluation committee.

~END OF SECTION 7~

SECTION 8: Solicitation and Contract Terms and Conditions

The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Contract:

8.1. ACCEPTANCE AND REJECTION OF PROPOSALS

The Agency reserves the right: (i) to accept or reject any or all Proposals in whole or in part; (ii) to waive any technicalities or informalities in Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the Agency. The Agency may reject the Proposal of any Proposer in arrears or in default to the Agency on any contract, debt, or other obligation.

8.2. ACCURATE INFORMATION

The Proposer certifies that all information provided or to be provided to the Agency is true and correct and may be relied upon by the Agency in awarding the Contract. Any false and/or misleading information is cause for the Agency to reject the Proposer's Proposal or to terminate the Contract if awarded to the Proposer. Such rejection or termination shall relieve the Agency of any direct or consequential damages or costs incurred by the Proposer.

8.3. ADDENDA AND AMENDMENTS

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. Any and all written communication not posted on the Marketplace relative to this Solicitation shall not be considered binding, valid or enforceable. It is the responsibility of the proposer to inquire about and obtain any and all addenda and/or amendments issued, all of which shall be published on the Marketplace.

8.4. ALTERNATE PROPOSALS

The Proposer is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Proposals for the Services shall be rejected as non-responsive and shall be removed from consideration.

8.5. ASSIGNMENT OF THE CONTRACT

The Agency's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other person without the express written consent of the Agency; however, in no case shall such consent relieve the Contractor from its obligations under the Contract or change the terms and conditions of the Contract.

8.6. BINDING PROPOSAL

All Proposals shall remain binding for 180 calendar days following the Submission Deadline; Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Proposals shall automatically be renewed until such time as either an award is made, or proper notice is given to the Agency by a Proposer of its intent to withdraw its Proposal. Proposals may only be withdrawn by written notice to the Agency at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

8.7. CHANGES IN GOODS AND/OR SERVICES

The Agency, without invalidating the Contract, may order changes in the goods and/or services within the general scope of the Contract, consisting of additions, deletions and/or other

revisions, and the Contract sum, and term shall be adjusted accordingly. Any cost or credit to the Agency from a change in Services shall be determined by mutual written agreement between the Agency and the Contractor. The Contractor shall provide all of the goods and services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the Agency unless made in writing and signed by the Agency and the Contractor.

8.8. CONFIDENTIALITY

- A. The Agency agrees to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Proposer in strictest confidence. The Proposer shall specify in writing to the Agency the information and/or material the Proposer deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Proposer agrees that all knowledge and information it may receive from the Agency or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, if awarded the Contract, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the Agency Contract Administrator. This confidentiality provision shall also apply to any information, activity, or record designated by the Agency as being “confidential” or “privileged”.

8.9. CONTRACT ADMINISTRATION

- A. The Contract Administrator shall serve as the liaison between the Agency and the Contractor, and shall:
 - a. Have the authority to give direction to the Contractor, monitor and inspect the Contractor’s performance to ensure complete and satisfactory performance of the Contract and quality of the Contractor’s work under the Contract;
 - b. Serve as the records custodian for the Contract, which includes: issuing notices to proceed; preparing reports; and approving and/or rejecting invoices for payment.
- B. The Contract Administrator is NOT authorized to interpret ambiguities in the Contract language or to make determinations (as opposed to recommendations): that alter, modify, cancel, or terminate the Contract, or any portions thereof; or that waives the Agency’s rights under the Contract.

8.10. CONTRACT AWARD

The Agency reserves the right to award the Contract to multiple Proposers and/or to award the Contract in whole or in part. If for any reason, through no fault of the Agency, the Contract is not executed within thirty (30) days following formal award, the Agency may withdraw the award and award to another Proposer or solicit new Proposals. In the event the Agency receives only one (1) Proposal in response to this Solicitation, the Agency reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Proposer that submitted the Proposal.

8.11. CONTRACT DISPUTES

Any and all disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the Agency and the Contractor, shall be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor shall proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the Agency and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the Agency Contracting Officer.
- B. The Agency Contracting Officer must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The Agency Contracting Officer may consider any other information or written submissions from Agency employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The Agency Attorney may participate in the hearings to protect the Agency best interest.
- C. The Agency Contracting Officer must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the Agency Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The Agency Contracting Officer's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator.

8.12. CONTRACT FORM

The Agency will not execute a contract on the successful proposer's form of contract and contracts will only be executed on the Agency form of contract and by submitting a proposal the successful proposer agrees to do so. See Attachment G for the Professional Services Agreement General Terms and Conditions.

8.13. CONTRACT PERIOD

The Agency anticipates that it will initially award a contract for the period of forty-five (45) days for the completion of the scope of work. The Agency reserves the right to modify the contract period at will.

8.14. DISSEMINATION OF DATA

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the same without the prior written approval of the Agency. The Contractor shall include a similar provision in all subcontracts.

8.15. EMPLOYMENT AS INDEPENDENT CONTRACTOR

The Agency and the Contractor recognize and agree: (i) that the Contractor shall act as an independent Contractor to the Agency; (ii) that the Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties; (iii) that neither party shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) that the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and (v) that the Agency shall not be liable for any insurance, taxes,

or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.

8.16. ERRORS IN PROPOSALS

Obvious error(s) in calculations in any Proposal may not be corrected without the prior written consent of the Agency and may be cause for the Proposal to be deemed non-responsive. If an error is made in an extended price; the unit price will govern.

8.17. FORCE MAJEURE

The Agency and the Contractor acknowledge and agree that either party hereto will be relieved of its obligations hereunder in the event and to the extent that the performance of its obligations under the Contract is delayed or prevented by any cause beyond its control, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or riots ("Force Majeure"). Failure to receive necessary materials and supplies will not excuse performance hereunder unless such failure is itself due to an event of Force Majeure. A party obtaining relief under this provision shall make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

8.18. IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the Agency that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

8.19. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION

Multiple Proposals submitted in response to this Solicitation by any Proposer under the same or different names shall be rejected as non-responsive. Reasonable grounds for believing that any Proposer has interest in more than one (1) Proposal for this Solicitation, both as the Proposer and as a subcontractor for another Proposer, shall result in the rejection of all Proposals in which the Proposer has interest and disqualify the Proposer from responding to any reissuance of this Solicitation. However, a Person acting only as a subcontractor may be included as a subcontractor for multiple Proposers. The Agency may reject all Proposals if reasonable cause exists for believing that collusion exists among Proposers.

8.20. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

8.21. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Agency, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and

8.22. LATE PROPOSALS

It is the responsibility of the proposer to ensure the submittal of its proposal by the submission deadline and to the location specified in Section 1.2 of this solicitation. Any and all proposals submitted late will not be accepted. The submission of any proposal by way of facsimile or e-mail is strictly prohibited; any and all proposals submitted as such shall be rejected as non-responsive. The Agency assumes no responsibility for any delays and/or errors in the submission of a proposal. Any and all proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

8.23. LAWS AND REGULATIONS

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

8.24. MODIFICATIONS TO PROPOSALS

The Proposer may only modify its Proposal prior to the Submission Deadline and in accordance with and subject to the following:

- A. The Agency shall consider a modified Proposal as an entirely new Proposal and shall replace the original Proposal, which shall be deemed to be withdrawn and null and void.
- B. The modified Proposal shall be subject to all the requirements, specifications and terms and conditions set forth herein.

8.25. NO LIENS

The Contractor shall have no title or interest in any of the goods delivered to the Agency under the Contract. In no event shall the Contractor encumber any such goods delivered to the Agency with any lien of any kind or offer such goods as collateral in any transaction whatsoever. The Contractor shall, upon completion of the Services, provide the Agency with a Release of Liens from any subcontractor or other supplier.

8.26. NO WAIVER

Except as otherwise specifically provided in the Contract, a waiver by either party to the Contract of any breach of any provision of the Contract, or either party's decision not to invoke or enforce any right under the Contract, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Contract shall remain in force.

8.27. NON-DISCRIMINATION REQUIREMENTS

- A. The Contractor acknowledges and agrees that during the term of the Contract it shall:
 - a. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.

- b. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation.
- c. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the Agency be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the Agency or its officials or employees, and the Contractor may be declared ineligible for further contracts with the Agency.

B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to Agency Contracting Officer who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the Agency Contracting Officer concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the Agency Contracting Officer may invoke the remedies hereinabove set out.

8.28. NONEXCLUSIVE

Nothing in the Contract shall be deemed to act as a bar to the Agency's solicitation or purchasing of equipment, goods or services from any other company or entity.

8.29. OWNERSHIP OF MATERIALS

Unless otherwise agreed in writing by the Agency and the Contractor, any work, specifications, information, data, drawings, software and other items produced under the Contract, other than any Contractor Tool, is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall become, the exclusive property of the Agency.

8.30. PROMPT RETURN OF CONTRACT DOCUMENTS

Any and all documents required to complete the contract, including contract signature by the successful proposer, shall be provided to the Agency within ten (10) business days of notification by the Agency.

8.31. RECORDS

- A. The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of two (2) years following payment of the Contractor's final undisputed proper invoice for the complete rendered Services. The

Contractor shall make available to the Agency, State of Georgia and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the Agency deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.

B. The Contractor shall include similar provisions in all subcontracts.

8.32. RIGHT TO NEGOTIATE FINAL FEES

The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within five (5) business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Agency shall also retain the right to negotiate with and make an award to more than one proposer.

8.33. SOLICITATION DOCUMENTS

The Proposer is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Proposer shall make an inquiry as to such meaning and/or intent. The failure of the Proposer to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Proposer of its obligations under the Contract, if awarded to the Proposer. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Proposer fully understands everything in the Solicitation Documents.

8.34. SOLICITATION PROTEST

Any protest of this Solicitation shall be in writing to the Agency Contracting Officer. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

8.35. SUBCONTRACTORS

The Contractor acknowledges and agrees: that if it shall be necessary to hire or subcontract with competent personnel to fulfill its obligations under the Contract, it shall do so at its own expense; and to ensure that any and all work assigned to any subcontractor shall be performed in compliance with all of the terms and conditions of the Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractors and the Agency.

8.36. SURVIVAL

The representations, warranties and indemnities contained herein shall survive the termination of the Contract.

8.37. TERMINATION

A. Termination for Cause

- a. If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the

provisions of the Contract, the Agency may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the Agency by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In addition, the Contract may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.

- b. In the event of termination, any completed Services performed by the Contractor under the Contract shall, at the option of the Agency, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Agency. The Contractor, however, shall not thereby be relieved of liability to the Agency for damages sustained by the Agency by reason of any breach of the Contract by the Contractor, and the Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the Agency from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the Agency from terminating the Contract for such delay.

B. Termination for Convenience

- a. The Agency may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the Agency for lost profits in conjunction with a termination for convenience.
- b. The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the Agency's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

The Agency shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the Agency may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the Agency. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

8.38. USE OF BROKER

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For violation of this provision, the Agency shall have the right, in its sole discretion: (i) to terminate or suspend the Contract without liability to the Agency, its officials or

employees; or (ii) to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

~ END OF SECTION 8 ~

SECTION 9: Special Terms and Conditions

9.1. INSURANCE

- A. The Contractor shall, at all times during the term of the Contract, carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:
- a. **Automobile Insurance.**
An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$2,000,000. 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 \$250,000/\$500,000 and medical pay of \$5,000.
 - b. **Professional Liability Insurance.**
An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;
 - c. **General Liability Insurance.**
An original certificate evidencing General Liability coverage, naming the Agency as an **additional insured**, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of 1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;
 - d. **Workers Compensation Insurance.**
An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
- B. Prior to award (but not as a part of the proposal submission) the Contractor and any subsequent sub-contractor will be required to provide the Agency with a certificate of insurance, which shall: (i) evidence the above policies; (ii) name the Agency as additional insured with respect to the comprehensive commercial general liability insurance policy only; and (iii) contain a provision that requires the Contractor's insurers to provide the Agency with a written notice of any cancellation or adverse material change in the insurance and that such cancellation or adverse material change shall not be effective with respect to the Agency for thirty (30) days after such written notice is given.
- C. The Contractor acknowledges and agrees that its failure to provide the Agency with a certificate of insurance and/or the failure by the Agency to demand the delivery of said certificate shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the Contractor shall hold harmless the Agency from any liability arising as a result of any such failure(s).

9.2. LICENSING REQUIREMENTS

Prior to award (but not as a part of the proposal submission) the Contractor and any subsequent sub-contractor will be required to provide:

a. **City/County/State Business License.**

If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Savannah, Chatham County, and/or the State of Georgia. All necessary documentation to prove ability to perform as an attorney in the State of Georgia.

b. **Profile of Firm Form.**

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

c. **Subcontractor Documentation.**

The Agency reserves the right to require all subcontractors identified by the successful proposer's as working under this contract, to meet the same licensing and insurance requirements and complete all the same forms required of the proposer.

d. **Certificates/Profile of Firm Form.**

Pertaining to the aforementioned (within Sections 9.1) insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).

9.3. INVOICES, PAYMENTS AND TAXES

Payment for the Services provided under each Executed Project Order shall be paid in a lump sum following the completion of the Services under the respective Executed Project Order, and the Agency's acceptance and receipt of an undisputed proper invoice(s) for the same. The Agency shall only pay original proper invoices issued in accordance with the following:

- A. Original invoices shall include, at a minimum, the: Contractor's name, address, telephone number and services provided. Invoices shall be submitted to: Department of Finance/Accounts Payable – P.O. Box 1179 Savannah, Georgia 31402. All invoices must be submitted within thirty (30) days of work acceptance by the Agency. The final invoice format requirements will be discussed during the Post Award Conference.
- B. The Agency's standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days.
- C. The Agency is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the Agency; the Agency shall not be liable for or pay or reimburse the Contractor for any such taxes.

9.4. PERSONNEL

A. Contractor's Personnel

- a. While on Agency property, the Contractor's personnel shall: present a professional appearance; be neat, clean, well-groomed and properly uniformed; and conduct themselves in a courteous and respectable manner.
- b. The Contractor shall not allow any of its personnel who are under the influence of alcohol, drugs, or any other incapacitating agents to perform work under the Contract. The Contractor's personnel shall not use any Agency equipment or facilities, unless identified herein, or loiter in the areas being serviced.

B. Unauthorized Personnel

The Contractor's personnel shall not be accompanied on Agency's premises by acquaintances, family members, or any other person unless the individual is an authorized employee of the Contractor. The Agency prohibits teenagers, minors, and children from working on Agency -owned property under the Contract. Unauthorized persons discovered on the Agency's premises will be immediately escorted off the property.

9.5. CONTRACTOR'S CAPACITY

The Contractor shall have the capacity to perform the requested services. The Agency may request documentation to verify the Contractor's capacity during the proposal evaluation process.

9.6. HOLIDAYS (OBSERVED)

The Agency observes the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Holiday (Thursday and Friday)
- Christmas Eve
- Christmas Day

9.7. POST AWARD CONFERENCE (CONTRACT KICKOFF MEETING)

The Contractor agrees to attend any post award conference convened by the Contract Administrator. This meeting shall be at no additional cost to the Agency.

9.8. UNAUTHORIZED USE OF AGENCY EQUIPMENT

The Contractor's personnel shall be prohibited from, at any time, use of Agency equipment unless authorized by the Agency, including the use of non-pay telephones for any purposes other than a local emergency call.

~ END OF SECTION 9 ~

SECTION 10: Attachments and Exhibits

REQUEST FOR PROPOSALS

NO. 01052026

**Water Penetration Testing and
Inspection of PTAC Locations -
Stillwell**

ATTACHMENT A-K

**REQUIRED FORMS ARE PROVIDED
AT THE FOLLOWING WEBSITE:
Housing Agency Marketplace
<http://ha.internationalprocurement.com>**

