

REQUEST FOR PROPOSAL RFP PM13002
Pest Control Contract for 2013

PROJECT LOCATION(s):

Alton Court Apartments, 1613-1631 Alton St., Aurora, CO 80010
Boston Street Apartments, 1634 Boston St., Aurora, CO 80010
Buckingham Gardens, 10827 E. Kentucky Ave., Aurora, CO 80012
East 8th Avenue, 15204 East 8th St., Aurora, CO 80010
Residences at First Avenue, 112 Kenton St., Aurora, CO 80012
Fletcher Gardens, 1401 Emporia St., Aurora, CO 80010
Ivy Hill Townhomes, 14208 E. Grand Dr., Aurora, CO 80015
Kimberly Apartments, 1422 Macon St. and 1421 Moline Street, Aurora, CO 80010
Plaza Townhomes at Macon & Moline, 1431 Moline Street & 1334 Macon Street Aurora, CO 80010
Residences at Sixth Avenue, 621 Potomac St., Aurora, CO 80012
Summersong Townhomes, 10024 E. Evans Ave., Denver, CO 80247
Townhomes at Tollgate Creek, 17236 E. Baltic Pl., Aurora, CO 80013
Residences at Trolley Park, 1445 Dallas St., Aurora, CO 80010
Villa Verde Apartments, 1642 Alton St., Aurora, CO 80010
Village at Westerly Creek, 10827 E. Kentucky Ave., Aurora, CO 80012
Residences at Willow Park, 14061 E. Colorado Dr., Aurora, CO 80012
Xanadu Main Office, 2280 S. Xanadu Way, Aurora, CO 80014

In keeping with its mandate to provide efficient and effective services, the Housing Authority of the City of Aurora (AHA) is now soliciting proposals from qualified, licensed and insured entities to provide Pest Control and Extermination Services. 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.

The Aurora Housing Authority seeks a company to provide pest control and extermination services to the apartment complexes and lots listed above, beginning in late Spring 2013.

AHA will require the selected vendor to provide the pest control and extermination services set forth below and furnish all equipment, supplies, personnel, and other materials necessary to provide such services. Where possible, contractors will choose products, equipment, supplies, and material that are "environmentally preferable." For the purposes of the contract, "environmentally preferable" shall be defined as those products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. The comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse/post consumer content, operation, biodegradability, and pollution prevention through source reduction. Our Integrated Pest Management (IPM) Plan prefers a sustainable approach to managing pests that combines biological, cultural, physical and chemical tools in a way that minimizes economic, health, and environmental risks.

NO CONTRACTOR WALKS WILL BE CONDUCTED.

We strongly recommend bidders visit the properties and inspect previous to making bids. Each bidder is solely responsible for a prudent and complete personal inspection taking and/or confirming measurements required to bid/complete the work. Any miscalculations of measurements that result in increased costs of the work will be the responsibility of the contractor, as will be any failure in examination and assessment of the landscape and any other existing conditions, factors, or item that may affect or impact the performance of service described and required in the contractual requirements.

Respondents will be competing against each other for selection to provide the aforementioned services. The submissions of all Respondent firms shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP. A single Respondent shall be selected and an agreement executed.

Length of contract will be from April 2013 through April 2014, with option to renew for two additional one (1) year terms under the same terms and conditions as the original contract. Contract renewal options are to be initiated solely by Aurora Housing. The base unit price per service contract amount shall remain firm through the end of the contract. The yearly contract amount may be adjusted 3% annually beginning in April 2014 if Aurora Housing exercises its option to extend the contract and if requested in writing by the contractor 30 days prior to the effective date of the adjustment. **RETROACTIVE ADJUSTMENTS WILL NOT BE ALLOWED.** The purpose of such adjustment is to compensate the contractor for any and all changes in operating costs.

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 in the same amount of any escalation that occurs pertaining to the corresponding or most similar (a) State of Colorado Prevailing Wage Rates, or (b) HUD Maintenance Wage Rate Determination (MWRD) for AHA (either used at AHA's discretion).

For example, if, at the end of the first contract period the listed MWRD wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will be entitled to a 5% increase in the labor rates that he/she submitted in response to this RFP. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.

Notification Must Be Received From the Contractor: The Contractor must notify the AHA, 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 and will not be applied retroactively.

1.0 AHA'S RESERVATION OF RIGHTS:

- 1.1** AHA 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 AHA to be in its best interests.
- 1.2** AHA reserves the right not to award a contract pursuant to this RFP.
- 1.3** AHA 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** AHA 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** AHA reserves the right to negotiate the fees proposed by the proposer entity.
- 1.6** AHA 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.
- 1.7** AHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.8** AHA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the AHA website (<http://www.aurorahousing.org>) (hereinafter, the "noted Internet System" or the "System") and/or by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by AHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve AHA, but not the prospective proposer, of any responsibility pertaining to such issue.

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S):

AHA is seeking proposals from qualified, licensed and bonded entities to provide the following detailed pest control and extermination services at the housing sites listed above. This specification is part of a comprehensive Integrated Pest Management (IPM) program for the premises listed above. IPM is a process for achieving long-term, environmentally sound pest suppression and prevention through the use of a wide variety of technological and management practices. Control strategies in an IPM program include:

- Structural and procedural modifications to reduce food, water, harborage and access used by pests.
- Non-pesticide technologies such as trapping and monitoring devices.
- Director of Property Management or designee coordination among all facilities management programs that have a bearing on the pest control effort.
- As a last resort, pesticide compounds, formulations and application methods that present the lowest potential hazard to humans and the environment.

2.1 PESTS INCLUDED

The Service Provider shall adequately suppress all pest species that have the potential to affect public health, impede operations or damage property, including but not limited to:

- 2.1.1 Indoor populations and invading individuals of rodents, insects, arachnids, and other arthropods.
- 2.1.2 Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings.
- 2.1.3 Nests of stinging insects within the property boundaries of the specified buildings.
- 2.1.4 Termites and other wood-destroying organisms.
- 2.1.5 Birds, bats, small mammals, and all other vertebrates.
- 2.1.6 Mosquitoes.
- 2.1.7 Bedbugs.
- 2.1.8 If not included above, spiders, ants, carpenter ants, earwigs, centipedes, millipedes, oriental roaches, German roaches, pill bugs, silverfish, mice, rats, beetles, fleas, ticks, wasps, yellow jackets, bees, hornets, moths, crickets, and box elder bugs.

2.2 CONTRACTOR'S RESPONSIBILITIES

- 2.2.1 **Equipment, Supplies; Materials:** As a part of the proposed fees, the contractor shall supply any and all such items needed to provide the services detailed herein; meaning AHA shall not pay any additional fees for such.
- 2.2.2 **Review and Examination:** Each area serviced must be examined by Aurora Housing staff upon completion and any area considered to be unsatisfactorily done shall be redone at the contractor's expense.
- 2.2.3 **Safety:** The contractor shall, at all times, ensure that all work provided by the contractor complies with all local, State and Federal rules pertaining to work place safety; meaning, the contractor shall, at all times, conduct business in such a manner as to protect its workers, Housing Authority (HA) residents, HA staff, and the public. Further, the contractor shall have full and sole responsibility to correct any such condition found unsafe by any authorized entity (including AHA), and, if such unsafe conditions result to any group named within this section, shall have full and sole responsibility to compensate such persons if so ordered by an authorized agency or a court having jurisdiction. All personnel providing on-site pest control service must maintain certification as commercial pesticide applicators in the appropriate categories for the facilities listed above. Uncertified individuals working under the supervision of a certified applicator will not be permitted to provide service under this contract.
- 2.2.4 **Pesticide Labels and MSD Sheets:** The Service Provider shall provide current Labels and Material Safety Data Sheets for all pesticides that will potentially be used in the pest control program.
- 2.2.5 **Service Schedule(s):** The Service Provider shall provide a schedule of routine pest control inspections for each building serviced under this contract, including frequencies of inspections, areas at each facility to be given special attention (e.g., food storage, preparation and serving areas; washrooms; custodial closets; mechanical rooms; entryways) and specific day(s) of the week on which the inspections will be performed.
- 2.2.6 **Commercial Pesticide Applicator Licenses and Certificates:** The Service Provider shall provide a photocopy of the State-issued Commercial Pesticide Applicator License for every Contractor performing on-site pest control service under this contract, and a photocopy of the State-issued Commercial Pesticide Applicator Certificate for every pest management professional (PMP) performing on-site pest control service.

- 2.2.7** Adequate personnel and equipment shall be provided to permit timely completion of all operations.

2.3 RECORD KEEPING

The Service Provider shall be responsible for maintaining an IPM logbook or file for each building specified in this contract. These records shall be kept on-site and maintained on each visit by the PMP performing pest control service. Each logbook or file shall contain at least the following items:

- 2.3.1 IPM Plan:** A copy of the Service Provider's approved IPM Plan, including pesticide Labels and MSDS sheets for all pesticides that will be potentially used in the building, service schedule for routine pest control inspections, and photocopies of the relevant Commercial Pesticide Applicator Licenses and Certificates.
- 2.3.2 Building Occupant Log Form:** These forms will be used to advise the Service Provider of routine service requests and pest sightings by building occupants.
- 2.3.3 Service Provider's Report Forms:** Customer copies of the Service Provider's signed and dated Service Report Form, documenting all information on services provided, including pesticide applications required by State and local statute. This form must also indicate any recommendations made by the Service Provider for additional action advisable by the customer, e.g., structural or plumbing repairs required to limit pest access to the building or to food and water resources; improvements in sanitation, etc. A copy of this form must also be provided to the on-site agent within one week of the service.
- 2.3.4 Service Provider Products and Devices:** All bait stations, snap traps and glue boards or other devices left behind by the Service Provider are to be dated, numbered and listed on the Service Provider Report Form and checked on each subsequent visit until removed. All such devices shall be removed when full, dirty and no longer effective, or no longer needed.

2.4 INSECT CONTROL

- 2.4.1 Emphasis on Non-Pesticide Methods:** Non-pesticide methods of control shall be used wherever possible. For example:
- 2.4.11 Portable vacuums rather than pesticide sprays shall be the standard method for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs.
- 2.4.12 Trapping devices rather than pesticide sprays shall be the standard method for indoor fly control.
- 2.4.13 Live and humane removal and relocation of bee swarms.
- 2.4.2 Application of Insecticides to Cracks and Crevices:** As a general rule, all insecticides shall be applied as "crack and crevice" treatments only, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander or accessible to children during or after the application process.
- 2.4.3 Application of Insecticides to Exposed Surfaces or as Space Sprays:** Application of insecticides to exposed surfaces or as space sprays ("fogging") shall be restricted to exceptional circumstances where no alternative measures are practical. The Service Provider shall obtain approval of the Maintenance Manager or Director of Property Management's designee prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while staff, residents, or visitors are present. The Service Provider shall take all necessary precautions to ensure staff, resident and visitor safety, and all necessary steps to ensure the containment of the pesticide to the site of application.
- 2.4.4 Insecticide Bait Formulations:** Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.
- 2.4.5 Monitoring:** Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

2.5 RODENT CONTROL

- 2.5.1 Indoor Trapping:** As a general rule, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the Property Manager. The Service Provider shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
- 2.5.2 Use of Rodenticides:** In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Service Provider shall obtain approval of the Maintenance Manager or the Director of Property Management or designee prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.
- 2.5.3 Use of Bait Boxes:** All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Service Provider shall adhere to the following five points:
- 2.5.31.1 All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
 - 2.5.31.2 The lids of all bait boxes shall be securely locked or fastened shut.
 - 2.5.31.3 All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
 - 2.5.31.4 Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box
 - 2.5.31.5 All bait boxes shall be labeled on the inside with the Service Provider's business name and address, and dated by the Service Provider at the time of installation and each servicing.

2.6 Use of Pesticides

The Service Provider shall be responsible for application of pesticides according to the label and all applicable regulations. All pesticides must be registered with the U.S. Environmental Protection Agency (EPA), State and/or local jurisdiction unless prior approval is given by the Maintenance Manager or the Director of Property Management or designee. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations.

The Service Provider shall adhere to the following rules for pesticide use:

- 2.6.1 Reentry Time, Posting and Notification:** Pesticides may not be applied where staff, residents or visitors will be present within seven hours after the application. At least seventy-two hours prior to a pesticide application, the Service Provider shall post an 8 ½ x 11" pest control information sign both at the site of the application and near the facility reception area where it will be seen by visitors entering the facility. This posting shall include the date, time and location of the application, the product applied, potential adverse effects from the Material Safety Data Sheet (MSDS) and the pesticide label, and include the Service Provider name, address and telephone. Service Provider shall also provide this information to the facility director who will use this information to notify staff and residents who have requested notification. Emergency applications, where pests pose an immediate threat to the health and safety of residents, visitors or employees, disinfectants, anti-microbials and self-contained or gel-type pesticide baits applied in inaccessible areas are exempt from posting, notification and the 7-hour reentry requirement.
- 2.6.2 Approved Products:** No pesticide product shall be applied that has not been included in the Service Provider IPM Plan or approved in writing by the Maintenance Manager or the Director of Property Management or designee.
- 2.6.3 Pesticide Storage:** The Service Provider shall not store any pesticide product in the buildings specified in this contract.

2.6.4 Application by Need: Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area, and only after all non-toxic means have been exhausted and shown to be unsuccessful. Requests for preventive pesticide treatments in areas where surveillance indicates a potential insect or rodent infestation will be evaluated by the Maintenance Manager or the Director of Property Management or designee on a case-by-case basis. Written approval must be granted by Maintenance Manager or the Director of Property Management or designee prior to any preventive pesticide application.

2.6.5 Minimization of Risk: When pesticide use is necessary, as a last resort the Service Provider shall employ the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to achieve control.

2.7 ADDITIONAL POTENTIAL LABOR REQUIRED.

At some point during the contract period AHA may require the contractor to provide additional services. Work not included in the proposal shall be done when requested in writing on a time and materials basis at current rate and materials costs. Equipment will be billed at current rates.

Any work over \$300 must be pre-approved in writing by the Director of Property Management. The Director of Property Management will give a purchase order number and/or a written approval before work can be started.

2.7.1 On occasion, the Maintenance Manager or the Director of Property Management or designee may request that the Service Provider perform corrective, special or emergency service(s) that are beyond routine service requests such as removal of a stinging insect nest. The Service Provider shall respond to these exceptional circumstances and complete the necessary work within twenty-four (24) hours after receipt of the request.

2.7.2 Unless there is an emergency, no work shall be done on holidays as recognized by AHA.

3.0 INVOICING NOTICE

3.1 Vendors of AHA shall exercise commercially reasonable efforts to provide AHA with each of their invoices or bills (a "Bill") for services, labor or materials performed or furnished to AHA pursuant to any Agreement (the "Work") for any period within thirty (30) days after the completion of the Work or applicable portion thereof.

3.2 Vendors agree that they shall provide AHA with the final Bill for any Work not later than four (4) months after the completion of the same. Vendors further agree that, in consideration of AHA's agreement to enter into the Agreement, in the event that the Vendor fails to provide AHA with any Bill within four (4) months after the completion of the Work, then: (a) the Vendor shall have waived all right to any further payment for such Work, and shall have no further right or claim to such payment, (b) Vendor may not submit a Bill to Owner for such Work, (c) AHA shall have no obligation to pay any further Bill for such Work, and (d) Vendor shall have waived and released all rights that it may have, if any, under applicable law to claim or file any mechanic's lien against any property of AHA with respect to such Work.

3.3 Vendors acknowledge that AHA has an interest in receiving Bills in a timely manner in order to properly manage its projects and maintain current and accurate financial and accounting information for the operation of its business; and that, accordingly, these terms are necessary to permit AHA to accomplish the same.

3.4 Vendors acknowledge that their agreement to these terms is a material inducement to AHA in entering into the Agreement and that AHA would not enter into the Agreement but for these terms.

PROPOSAL CONTENTS:

AHA intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that AHA will, as detailed within the following section, consider factors other than just cost in making the award decision). Therefore, so that AHA 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 AHA has published herein or has issued by addendum.

Proposal Submittal Binding Method: It is preferable and recommended that the proposer bind the proposal submittals in such a manner that AHA 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. Do not staple.

Section 1

Form of Proposal: This Form can be found here:

<http://www.aurorahousing.org/Portals/aurorahousing/Docs/Procurement/Form%20Of%20Proposal%202.doc>

This 1-page Form must be fully completed, executed where provided thereon and submitted under this Section as a part of the proposal submittal.

Section 2

HUD Forms

For the properties at **Buckingham Gardens, Summersong Townhomes, Residences at Willow Park, Townhomes at Tollgate Creek, and Fletcher Gardens** we will need the following information as these properties will be utilizing federal funds:

- a. Contractor will supply the wage rates for the employees that will perform the work (according to the type of work to be performed, e.g. extermination, operation of trucks/front-loaders, painter, carpet layer, etc.)
- b. Wage determination will then be made by HUD.

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

<http://www.aurorahousing.org/Portals/aurorahousing/Docs/Procurement/5369-c.pdf>

This 2-page Form *must* be fully completed, executed where provided thereon and submitted under this Section as a part of the proposal submittal.

Proposer must review: HUD-5369-B Instructions to Offerors, Non-Construction

<http://www.aurorahousing.org/Portals/aurorahousing/Docs/Procurement/5369-b.pdf>

Proposer must review: HUD-5370-C1 General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)

Section 3

Profile of Firm Form: The Profile of Firm Form can be found here:

<http://www.aurorahousing.org/Portals/aurorahousing/Docs/Procurement/Profile%20Of%20Firm%20Form.pdf>

This 2-page Form must be fully completed, executed, and submitted under this Section as a part of the proposal submittal.

Section 4

Insurance: Contractors must obtain the minimum insurance requirements - including workers' compensation insurance and automobile insurance - and show evidence of such coverage before a contract will be executed.

The insurance requirements are listed at www.aurorahousing.org/vendors/index.htm

Worker's Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance. (Worker's Compensation Insurance cannot be waived for any person who employs others.)

AUTOMOBILE LIABILITY INSURANCE:

Business Auto Policies are required to have coverage for "Any Auto" or "Owned, Non-Owned and Hired Automobile" with the following minimum limits of liability:

Bodily Injury and Property \$1,000,000 each Accident

Damage; including Combined Single Limit

Owned, Hired and Non-Owned Autos

For a Personal Auto Policy (PAP) the following minimum limits are required:

Bodily Injury \$100,000 each Person

Bodily Injury \$300,000 each Accident

Property Damage \$100,000

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 \$1,000,000), with a deductible of not greater than \$1,000;

On a Personal Auto Policy a Business Use endorsement is required.

Section 5

Pricing

As more fully detailed within the *Scope of Proposal/Technical Specifications*, of this document, the proposer shall, at a minimum, clearly detail the amounts required for monthly service at each property, and the cost of additional services billed, from fuel surcharges to environmental disposal fees. Each property needs to have its own individual pricing schedule, preferably formatted one to a page.

Additional Information Pertaining to Pricing:

Supervisor: The contractor's assigned skilled staff person who has responsibility to supervise the work at AHA site. This person may, while supervising, also perform work typically assigned to the Technician or the Laborer. It is understood that a Supervisor position will be paid by AHA 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 AHA will only pay for such staff at the level they are actually working (i.e. Technician and/or Laborer).

Section 6

Managerial Capacity

The proposer entity must submit under this Section, a concise description of its managerial capacity to deliver the proposed services, including brief professional resumes for the persons identified within the *Profile of Firm Form*. Such information shall include the proposer's qualifications to provide the services and a description of the background and current organization of the firm.

Section 7

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:

- The client's name;
- The client's contact name;
- The client's telephone number;
- A brief description and scope of the services(s) and the dates the services were provided

Section 8

Equal Employment Opportunity:

The proposer must submit under this Section, a copy of its Equal Opportunity Employment Policy.

Section 9

Subcontractor/Joint Venture Information (Optional Item):

The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding Sections must also be included for any major subcontractors (10% or more) or from any joint venture.

Section 10

Section 3 Business Documentation:

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

<http://www.aurorahousing.org/Portals/aurorahousing/Docs/Procurement/Section%203%20Certification%20form.pdf>

and any documentation required by that form. Only include the first page.

Statement of whether or not new employees will be hired to work on this project (Section 3 regulations must be followed when recruiting new employees. Ask AHA for assistance.)

AHA's Section 3 Plan

<http://www.aurorahousing.org/Portals/aurorahousing/Docs/Procurement/AHA%20Section%203%20Plan%202011.pdf>

Section 11**Other Information (Optional Item):**

The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HA in its evaluation

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.

CONTRACT EVALUATION

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	60 points	Objective	The PROPOSED COSTS the proposer proposes to charge AHA to provide the required work.
2	10 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the REQUIREMENT;
3	5 points	Subjective (Technical)	The APPROPRIATENESS of the TECHNICAL APPROACH (including labor categories, estimated hours and skill mix) and the QUALITY of the WORK PLAN.
4	5 points	Subjective (Technical)	The proposer's TECHNICAL CAPABILITIES (in terms of personnel, equipment and materials) and the MANAGEMENT PLAN (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
5	15 points	Subjective (Technical)	The proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
6	5 points	Subjective (Technical)	The OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
	100 points	100 points	Total Points (other than preference points)

SECTION 3 BUSINESS PREFERENCE PARTICIPATION: A firm may qualify for Section 3 status as detailed within Section 10 (NOTE: A max of 5 points awarded).

The Aurora Housing Authority is exempt from sales and use taxes. Bidders may eliminate these taxes from the cost of supplies and materials included in their bids, if they will be purchased in Colorado. Only supplies and materials purchased specifically for the AHA project are eligible for the tax exemptions. AHA will provide a copy of its tax exemption certificate.

Aurora Housing Authority only contracts with vendors that are qualified to perform the work at the sole discretion of AHA. The Aurora Housing Authority reserves the right not to award a contract to any firm or person with a history of poor performance on projects performed for AHA at the sole opinion and discretion of AHA. The Aurora Housing Authority will not contract with any firm or person that is listed on federal debarment lists.

References will be checked on the top two bidders. AHA reserves the right not to award a contract to anyone whose references are less than satisfactory at the sole discretion of AHA.

AHA shall retain the right to demand and receive a change in personnel assigned to the work if AHA believes that such change is in the best interest of AHA and the completion of the contracted work.

The successful bidder will enter into a contract with the Aurora Housing Authority. Contractors are responsible for compliance with the AHA contract and all applicable local and federal regulations by themselves and by their sub-contractors.

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

The contract will indicate that in the event there are adverse weather conditions, the property will be maintained the following day or as conditions permit and notification will be made to the designated contact for each property prior to rescheduling.

EVALUATION METHOD:

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

Evaluation Packet for Proposals Deemed Responsive: Internally, an evaluation packet will be prepared for each evaluator, including the following documents:

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

Evaluation Committee: AHA 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. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

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."

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 herein).

Right To Negotiate Final Fees: AHA 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 AHA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after AHA has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO

successfully concluded within 5 business days, AHA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. AHA 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).

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 AHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on AHA evaluation committee.

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

This contract is subject to the regulations of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. 24 CFR Part 135 establishes the standards and procedures to be followed to ensure that the objectives of Section 3 are met.

Aurora Housing Authority shall direct its best efforts to provide, to the greatest extent feasible, employment opportunities to Section 3 residents. Section 3 residents are generally defined as:

1. A public housing resident; or
2. An individual who resides in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended, and who is:
 - a. A low-income person means families (including single persons) whose incomes do not exceed 80 percent of the median income for the area;
 - b. A very low-income person means families (including single persons) whose incomes do not exceed 50 percent of the median income of the area.
 - c. A person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

In housing and community development programs, priority consideration shall be given, where feasible, to:

- i. Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located;
- ii. Participants in HUD Youthbuild programs;
- iii. Other Section 3 residents

Nothing in 24 CFR Part 135 shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

Current income limits for 2013 are listed below:

FY 2013 Income Limit Area	Median Income		1 Person	2 People	3 People	4 People	5 People	6 People	7 People	8 People
Denver-Aurora-Broomfield, CO MSA	77800	30% of Median	16350	18700	21050	23350	25250	27100	29000	30850
		Very Low Income	27250	31150	35050	38900	42050	45150	48250	51350
		Low-Income	42500	48550	54600	60650	65550	70400	75250	80100

PROPOSAL SUBMITTAL:

ALL PROPOSALS MUST BE RECEIVED IN WRITING BY

March 22nd, 2013
By 3:00 PM (Mountain)

Proposals may be submitted by e-mail (preferred), mail or hand delivery in a sealed envelope to:

AURORA HOUSING AUTHORITY
ATTN: Meera Dane
2280 S. XANADU WAY
AURORA, CO 80014

or by email to:
MDane@AuroraHousing.Org

Questions regarding the RFP or scope of work must be submitted by 3:00 P.M. (all times Mountain) on March 15th, 2013. A list of questions received and their answers will be provided on the website by the end of the following business day. Submit questions to: MDane@AuroraHousing.Org.

IMPORTANT DATES	<u>Date</u>	<u>Time</u>
RFP Issued:	3/8/2013	9:15 am
Questions Due:	3/15/2013	3:00 pm
Proposals Due:	3/22/2013	3:00 pm