
“Enhancing Neighborhoods, Strengthening Communities, Changing Lives”

SOLICITATION TYPE: Request for Proposals (RFP)

RFP NUMBER: RFP #13-04

DESCRIPTION: A/E Services for UFAS Conversions at Wolfcreek Homes - AMP 2, Riverside Estates - AMP 2, Park Manor Hi-Rise - AMP 5 & Indian Trails - AMP 6

ISSUE DATE: Friday, January 3, 2014

PRE-PROPOSAL DATE & TIME: Thursday, January 16, 2014 @ 11:00 a.m.

PROPOSAL DUE DATE & TIME: Monday, February 3, 2014 @ 12:00 p.m.

PER-PROPOSAL LOCATION & PROPOSAL DELIVERY LOCATION: Dayton Metropolitan Housing Authority dba Greater Dayton Premier Management
Administrative Office
P.O. Box 8750
400 Wayne Avenue
Dayton Ohio 45401-8750

For FedEx, DHL, UPS couriers:
400 Wayne Ave.,
Dayton, OH 45410

DIRECT INQUIRIES TO: Roderick Long
Contract Administrator
(937) 910-7636/ Fax (937) 910-7628
Compliance@gdpm.org

The responsibility for submitting a response to this RFP at the Greater Dayton Premier Management on or before the stated time and date will be solely and strictly the responsibility of the respondent

Respectfully,

Roderick Long

Roderick Long
Contract Administrator

**DAYTON METROPOLITAN HOUSING AUTHORITY dba GREATER
DAYTON PREMIER MANAGEMENT**

400 WAYNE AVENUE

P.O. Box 8750

DAYTON OH 45401-8750

“Enhancing Neighborhoods, Strengthening Communities, Changing Lives”

REQUEST FOR PROPOSAL (RFP)

RFP #13-04

**A/E Services for UFAS Conversions at Wolfcreek
Homes - AMP 2, Riverside Estates - AMP 2, Park
Manor Hi-Rise - AMP 5, & Indian Trails - AMP 6**

Prepared by: Greater Dayton Premier Management

400 Wayne Avenue

P.O. Box 8750

Dayton, Ohio 45401-8750

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REQUIREMENTS & SPECIFICATIONS

PROJECT OVERVIEW:

Greater Dayton Premier Management (GDPM) intends to Task an A&E Firm of to prepare plans and specifications for the UFAS conversion and Modernization of fifteen (15) dwelling units at the following sites.

- Nine (9) dwelling units at the Park Manor property to comply with Uniform Federal Accessibility Standards.
- Two (2) dwelling units at the Riverside Estates property to comply with Uniform Federal Accessibility Standards.
- Two (2) dwelling units at the Wolfcreek property to comply with Uniform Federal Accessibility Standards.
- Two (2) dwelling units at the Indian Trails property to comply with Uniform Federal Accessibility Standards.

GDPM intends to solicit Proposals, evaluate those proposals, establish a competitive range of qualifications, and enter into an agreement with one or more of the qualified firms.

SCOPE OF SERVICES:

Accessibility conversion and modernization of fifteen (15) dwelling units at the properties listed above. These units shall be made fully accessible to comply with UFAS regulations and modernized in accordance with HUD guidelines and GDPM requirements. The proposed project includes the selection of units by the consultant to be modernized and made accessible which includes accessible parking areas, and an accessible path to the dwelling unit(s).

The A/E scope involves utilizing existing GDPM documents, assessing the sites and units for selection of the units and incorporating them into schematic design (SD) detailed designed (DD) construction documents (CD), participating in the bid phase award phase, pre-construction conference, contract administration and warranty phase of the projects. The A/E is required to attend the weekly project meetings and prepare minutes for the records as well as perform and document periodic visits to the job site(s) for inspection and compliance with bid documents.

Your firm's proposal should cover the accessibility conversion and modernization project for fifteen (15) units using cost effective methods and procedures. The Architectural Fee should be structured to cover the project, all fees associated with coordinating the work, and warranty phase services including the first year anniversary inspection. The proposal shall include a breakdown of the fees associated with each site as indentified above. All professional disciplines shall be identified and priced. The individual fees and total fee shall be identified with a breakdown of the various services and priced lump sum. GDPM and HUD require that your firm incorporate all provisions of your agreement in accordance with HUD-51915, and subsequently the requirements of Greater Dayton Premier Management's agreement with the selected firm.

Drawings for the structures/sites are available; however, their accuracy should be checked by the A&E's responding to this proposal. GDPM representatives from the Real Estate Investment & Development Department will coordinate this project. **Shawn Thomas, is the Project Manager, and serves as the owner's representative. You may contact him at 937-910-7631, or cellular 973-875-0340. His email address is shawnt@gdpm.org**

The design work includes, but is not limited to, the following work items:

1. Complete modernization of fifteen (15) units selected by your firm and conversion to be fully accessible in accordance with UFAS requirements. The sites are identified as follows:
2. OH5-7B, AMP 5 Park Manor Hi-Rise Cottages. Nine (9) units.
3. OH5-48, AMP 2 Riverside Estates. Two (2) units.
4. OH5-53, AMP 2 Wolfcreek. Two (2) units.
5. OH5-44, AMP 6 Indian Trails. Two (2) units.
6. The Park Manor units are required to be tested for asbestos containing materials (ACM's) and lead based paint (LBP). Findings shall be incorporated into the bid documents and abated as required under a construction contract. Testing is not necessary at the other sites.
7. Inspection of the selected units for termite and water damage which shall be included in your fee. Findings shall be incorporated into the bid documents and corrected as required under a construction contract.
8. Topographic, property surveys, etc. if deemed necessary by the consultant to determine scope-of-work shall be included in your fee. Findings shall be incorporated into the bid documents.
9. All of the units at these sites are occupied and will be vacated prior to awarding a construction contract to execute the work.

The work items listed above are intended to be a general outline only. Due to the nature of buildings and site conditions, the work items may vary. The price-quote must include amounts required for the A/E to determine the scope-of-work needed. Also, include plumbing, mechanical and electrical professional services in your proposal. Heapy Engineering LLC, Building System Engineering, or equal, are approved PM&E consultants. The scope-of-work should also include cost-estimates for each work item, including civil and environmental work. Approved environmental consultants are m.a.c. Paran Consulting Services, Inc. EHS Technology Group, LLC. or equal.

Vendor Project Requirements

With the quotation, please provide your proposed scheduling for each of the following elements:

- 1) Review inspection and documentation of existing structures. (Calendar days). Note: Units are occupied and require prior notification for inspections.
- 2) Assessment of the units and recommendation of the fifteen (15) units proposed for the project. (Calendar Days)
- 3) Schematic Design (Calendar Days)
- 4) Detailed Design Documents (Calendar Days)
- 5) Construction Documents (Calendar Days)
- 6) Construction Phase (Calendar days).
- 7) Balance of Entire Project (Calendar days).
- 8) Warranty phase services for 1 year including the 9 month anniversary inspection following acceptance of the project. (Calendar Days)
- 9) Personnel assigned and their responsibility.

Your firm is requested to provide GDPM with a cost for the Vendor Project Requirements and the following services:

- a) Review and inspection of existing structure shall comply with all elements of HUD-51915.

- b) Periodic inspection (quality assurance) and documentation of the construction for compliance with bid documents during construction and warranty phase.
- c) Prepare a written report of observations each time you, your representative or a sub-consultant visits the jobsite.
- d) Review and certify contractor payment requests.
- e) Review and document construction progress, final inspections, punch-out punch out documentation, back-punch and project acceptance.
- f) Participate in the progress meetings. Produce minutes of these meetings for the record.
- g) Direct methods to ensure achieving the desired construction results.
- h) Monitor the progress and take measures to maintain the project schedule.
- i) Issue a certificate of completion for each unit completed.
- j) Perform the one-year anniversary of inspection and documentation during the 9th to 10th month following acceptance of construction, or final acceptance of the project.

Reporting Requirements

Each respondent will be responsible for submitting with their proposal a schedule of activities (implementation schedule) for the performance of services. Acceptance of this schedule will be at the discretion of the GDPM.

Performance will be evaluated throughout the contract based upon the accepted schedule. Payments to the Respondent selected for the agreement award will be based upon the successful performance of each activity listed in the approved schedule.

A&E DUTIES

Clauses required by HUD for housing authority Consultant contracts are included on forms HUD-51915 and provide guidance to Consultant requirements.

Additionally, GDPM wishes to expand upon the Agency's expectations for Consultant firms and is therefore providing these requirements outlined within. While this section generally outlines the Agency's expectations for Consultant firms performing professional services work for GDPM.

All services and actions on behalf of GDPM by the Consultant, including meetings, discussions, site visits, pre-bids, pre-construction conferences and progress meetings shall be fully documented by the Consultant. Meeting documentation shall include a sign-in sheet, agenda to ensure an efficient meetings and recorded minutes which shall be reviewed and commented upon by GDPM prior to being issued.

Upon receipt of a contract or task, the Consultant Firm's representative should confirm the scope, draft a preliminary schedule for the project and initiate a comprehensive assessment of the GDPM (work) site. The assessment shall include solicitation of comments by identified GDPM staff members. The consultant shall deliver an assessment report fully describing conditions encountered; deficiencies noted and recommended remedial action with a general or rough estimated cost. If there are identified needs that the design professional believes is beyond the scope or beyond the budget, such items are to be noted and furnished to GDPM in writing prior to the commencement of the project.

Programming shall be implemented to identify criteria for design and functional requirements with resulting end products to fully resolve the specific needs and requirements. Programming includes evaluating the architectural and mechanical features of GDPM's facility, including the site and building, to determine the capabilities and/or limitations of the structure and building mechanical systems to support the improvement initiatives.

An element of the programming is the determination, formalizing and documenting expectations, restrictions, time limits, requirements, standards of quality, and budget for the work. After the necessary research and investigation and using their professional expertise, the Consultant responds to the contract with an agreement and/or recommendations to fully address the needs of the project. The result is to be a clear understanding between GDPM and the engineer concerning the scope of work for the project.

The Consultant shall summarize the following:

- All mandatory requirements including the life cycle and premature replacement requirements of the project.
- All uses of the building (dwelling, office, community, etc.)
- Appearance and curb appeal of the site.
- The architects survey on current conditions and delivery of the assessment report.
- All code conditions, violations or code improvements required.

- Evaluate and report on the status on accessibility at the site in question and any requirements to provide accessibility, visitable residences or sensory impairment features.

Specifications shall be in the latest edition of CSI format and may be formatted as design, functional or performance. Specifications shall be clear and unambiguous and must not restrict competition. The most obvious type of restriction is a reference to a brand-name product. Although such a description is sometimes necessary, it is permissible only when the term equal or greater is appended to it and when an adequate specification or more detailed description cannot feasibly be made available by means other than inspection and analysis in time for the acquisition under consideration. The additional of these phrases allows other contractors to furnish supplies that have the same essential characteristics as the brand name item. When appending the “or equal” purchase description, the salient characteristics essential to performance must be spelled out to permit evaluation of the products offered.

If the brand-name product is the only one that can meet GDPM’s requirements, it must be determined, in accordance with the housing authority’s procurement procedures, that one or more particular features of the brand-name product are essential to the housing authority’s requirements (i.e., other companies with similar products lacking that particular feature would not meet the minimum requirements). This determination must be documented to the file.

The housing authority prefers not to request alternate bids (e.g. two different structural systems). Instead, when necessary because of possible budget overruns, the Consultant should provide a bid form that provides for specifying of the most expensive system as the base bid and list deductive alternates in inverse priority order so that in the case of a budget overrun, they may be taken in numerical order as listed until the award can be made within the available funds.

Consultant Responsibilities:

- Thoroughly review the contract documents with GDPM to define the scope of the work involved and recommend the necessary procedures to be performed by GDPM.
- Meet with GDPM staff and site residents to fully communicate the project.
- Advise GDPM if any specialty or full time inspection beyond the Authority’s capability is needed.
- Establish the nature and extent of services by the testing laboratory and soils engineer and advise GDPM of a probable budget. Assist GDPM in the selection of a testing laboratory.
- Assign a representative who is competent and experienced in the construction process to perform construction administration of the work.
- Specify an adequate job office for the construction inspector, with space, equipment, and conditions sufficient for the functions to be performed.
- Publish and/or describe the contract administration required for the execution of the work. It is recommended that guidelines tailored for this particular work is developed, and that a pre-construction conference describing them be conducted at the onset of construction. It is further recommended that the housing authority, contractor, construction inspector, architect’s consultants, and major subcontractors

be present at this conference. Establish pre-installation conferences for specific critical phases of the work and required mock-ups.

- Develop an orderly system of reviewing, routing, and distributing submittals, such as shop drawings, product data and samples; process and return to the contractor in a timely fashion. Develop with GDPM final color and material selections early in the project so as not to delay the work. Develop a method of correspondence to “put it in writing” concerning observations of the project, intent, interpretations, decisions, memorandums, etc, of meetings and progress of the work. Keep GDPM, the construction inspector, the contractor and consultants fully informed and distribute copies of all correspondence, forms, reports, approvals, etc., to all parties. Ensure that GDPM has a bound and organized set of all submittals.
- Review the contractor’s Schedule Amount of Contract Payments and generally evaluates whether the breakdown is an adequate representation of the contract budget and reflects the total cost of all work in place. Calculate the percent of completion and retainer for each invoice.
- Make timely observations of the work with the construction inspector present and promptly notify the contractor of deficiencies observed. Make daily or weekly reports to the housing authority concerning the progress of the work.
- Establish the standards of acceptability.
- Receive contractor’s applications for payment, and generally evaluate the progress of the work as is claimed. If in order, promptly issue a certificate for payment to GDPM within 48 hours of receipt of the invoice, summarize each invoice in percent complete and percent retained.
- Make timely decisions concerning interpretation of documents and details of design of the contractor. Do not communicate directly with the subcontractors, vendors, or suppliers unless authorized or directed by the contractor. All such communication shall be recorded in writing and distributed.
- Process all shop drawings within 5 calendar days of submission by the contractor.
- Require that the architect’s consultants make daily or weekly visits to the work site to observe the general installation of systems and equipment designed by them.
- Return field phone calls promptly.
- Make recommendations when appropriate for “stop work” notices, to be executed by GDPM.
- Do not expect the contractor to correct deficiencies of the document for which he is not responsible.
- When the A/E sees a hazardous condition, he should tell the contractor or his superintendent at once and instruct the construction inspector to note this in the log or daily report.
- Inspect the work when the contractor notifies that the date of substantial completion has been attained and attaches his inspection (punch) list. Request the consultants to inspect the work at this time and to modify the contractor’s inspection list. Have prepared an inspection list (punch list) of deficient or non-acceptable items and insist that GDPM, contractor and construction inspector understand or approve the items.
- Accompanied by GDPM, contractor, and construction inspector, makes a final inspection of the work after the contractor notifies the housing authority that the work

- is totally completed. Promptly process all outstanding change orders and other contract document requirements, and execute a final certificate for payment.
- Take measures through written correspondence to ensure that projects are kept on schedule and within budget.

The A/E will ensure compliance with the bid documents through verification of the project construction records. The Consultant shall review Construction Field Inspection Logs and Field Inspection Daily Logs and initial and date the first page of each daily log to verify review. Any deviation from the contract documents that is noted by the A/E shall be brought to the attention of the contractor's superintendent in written format.

- Reviews and checks the Field Book records for completeness, accuracy, legibility, error correction, and reproducibility.
- Reviews and checks for content, validity, resolution of comments, and trace ability between pages and the items or activities. The reviewer will take action to correct any deficiencies.
- Signs and initials and dates the Construction Field Inspection Log when satisfied that the information recorded is complete and accurate.

Expectations for Consulting Firms Providing Architectural, Engineering and Environmental Services

Please consider the following listing as a blueprint of these expectations to be reviewed periodically by all contracted firm's staffs participating in any GDPM projects.

- 1) The architect or engineer's representative is expected to attend each project meeting on time. If the key representative is planning to leave town while GDPM is expecting work, please be courteous and share that information prior the departure. In his/her absence, GDPM expects the firm to be represented; however, the substitute must be briefed on pertinent matters requiring their attention. Frequent communication by e-mail is strongly recommended.
- 2) The architect or engineer's participation is important. Therefore, the project representative is expected to arrive at project meeting with the complete job file, drawings and a set of specifications. If he/she cannot attend a meeting with adequate preparation and these materials, GDPM would prefer not to pay for his/her attendance at the project meeting. Please review the agenda and come to the meeting with all items prepared, including handouts when appropriate.
- 3) All invoices should be sent to the attention of the Purchasing Manager and copied to the construction coordinator at GDPM. The invoice should be reconciled with the progress of the assigned task.

- 4) Any presentations made by any organization on this office's behalf must be pre-approved at least 48 hours in advance of the presentation. Consultants will be making presentation as representatives of this office and agents of GDPM; therefore no information should be communicated that has not been approved by the project manager.

This time will allow the construction coordinator to brief the department director or executive director, who may subsequently require changes in your presentation.

- 5) All correspondence, including e-mail, should reference the site name, site number, contract name, contract number, and subject of the matter.
- 6) Please ensure that all time and costs are accurately estimated when presenting GDPM with a task proposal for a project. GDPM will not allow A/E fees to increase without legitimate justification, i.e., change in scope, after accepting a proposal from a firm. The estimate should include everything to finish the project; all items that could add to the project costs need to be documented upfront. Factors affecting the project should be communicated to GDPM even if funding limits their inclusion.

NOTE: Projects not finishing on time are not a basis for additional A/E fees without a change in scope. One of an architect's or engineers important duties is to drive the project to completion through frequent correspondence to all the parties. When a contractor is not finished on time, the architect or engineer's documentation should lead to covering extra costs through liquidated damages.

- 7) As professionals representing your organization, key staff should be attired in a professional manner, based on the circumstances. For example, for field visits or site meetings, business casual attire is sufficient. However, for presentations or meetings with residents or upper management, professional dress is expected.
- 8) When contacted by someone other than the construction coordinator for any possible changes to the scope of the project, the architect's representative is to report that request immediately to the construction coordinator. Requests must be reported to the construction coordinator in writing with approvals also put in writing before incurring any liability on GDPM's part.
- 9) As a public agency, GDPM is required to have certain construction documents. At a minimum, the architect and engineer is expected to keep the following documentation in the construction files for each job:
 - a. A copy of all correspondence between GDPM and the contractor, or design team and the contractor.
 - b. The names and position titles of individuals who serve on the project management team.
 - c. Record of inspections performed and their results.

- d. Memoranda for record or minutes of any meetings and discussions with the contractor, or others pertaining to the contract.
 - e. Applicable demonstration or test reports, if any.
 - f. Records about the contractor's quality control system and plan, and the results of the quality control effort.
 - g. Written documentation of any changes in the scope or method of work
 - h. Complete information to prepare as-built drawings.
 - i. The architect or engineer should reference the master contract and HUD conditions frequently to be sure the firm is fulfilling the requirements.
- 10) The architect or engineer's duties include those listed in the Agreement Between Owner and Design Professional and:
- a. Verify that the contractor performs the technical requirements of the contract in accordance with the contract terms, conditions and specifications.
 - b. Monitor the contractor's performance and notify the contractor of deficiencies observed during surveillance. Record and report to the project manager incidents of faulty or nonconforming work, delays and problems.
 - c. Keep a critical eye on progress and assume all measures, including thorough documentation, to ensure that the project is completed, on time and within budget.
 - d. Advice and Consultation. As required by contract, the architect must always be available for advice and consultation with the housing authority. The HUD contract imposes a limit on the amount of time that might be required to perform this obligation.
 - e. Site Visits. Visiting the construction site is one of the architect's most conspicuous activities. The housing authority may designate by contract the frequency of the architect's site visit. By contract, the purpose of the site visit is to monitor the quality and progress of the work.
 - f. Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work required by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Housing Authority against defects and deficiencies in the execution and performance of the work. The Design Professional shall:
 - i. Administer the Construction Contract.
 - ii. Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Housing Authority.
 - iii. Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
 - iv. At the Housing Authority's written request, and as Additional Service, procure testing from qualified parties. Monitor the quality and progress of the work and furnish a written field report weekly. This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Design professional's failure to properly

perform its duties and responsibilities. The Housing Authority may direct additional monitoring but only as Additional Services.

- v. Require any sub-consultant to provide the services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.
 - vi. Review, approve and submit to the Housing Authority the Contractor Requests for Payment.
 - vii. Conduct all job meetings and record action in a set of minutes which are to be provided to the Housing Authority.
 - viii. Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
 - ix. Make recommendations to the Housing Authority for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
 - x. Promptly notify the Housing Authority in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
 - xi. Negotiate, prepare cost or price analysis for and countersign change orders.
 - xii. Prepare written punch list, certificates of completion and other necessary construction close out documents.
 - xiii. Prepare a set of reproducible record prints of drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Design Professional;
- g. Post Completion / Warranty Phase. After execution of the Certificate of Completion by the Housing Authority, the Design Professional shall:
- i. Consult with and make recommendations to the Housing Authority during warranties regarding construction, and equipment warranties.
 - ii. Perform an inspection of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to the HA. At the Housing Authority's request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.
 - iii. Advise and assist the Housing Authority in construction matters for a period up to eighteen months after completion of the project, but such assistance is not to exceed forty hours of service and one non-warranty trip away from the place of business of the Design Professional.
- 11) Please communicate matters with urgency and critical timelines by e-mail whenever possible. Such matters should be followed with a confirming phone call to the GDPM representative at your earliest opportunity.

- 12) In accordance with HUD-51915, after execution of the construction contract, the Design Professional shall in a prompt and timely manner administer the construction contract and all work required by the Bidding Construction and Contract Documents. The Design Professional shall protect GDPM against defects and deficiencies in the performance of the work execution. In accordance with HUD-5370, if the contract schedule is not being met, the Design Professional shall oversee and advise the Contracting Officer. Correspondence should be prepared advising the contractor to take steps necessary to improve progress. Requirements may be issued by the Contracting Officer for improved progress by the contractor at no additional cost to GDPM. The contractor may be required to increase the number of shifts worked, overtime operations or additional days per week. The Contracting Officer must approve supplementary schedules and the work to be completed as additionally scheduled, without additional cost to GDPM.
- 13) It is the Design Professional's responsibility to schedule the anniversary inspection no earlier than nine months and no later than ten months after completion of the construction contract. This inspection must be coordinated through the GDPM construction coordinator, as GDPM requires the presence of said person or his/her representative at this inspection. Reference Article A, Paragraph 1.2.6. of the HUD form 51915 Model Form of Agreement between Owner and Design Professional for further information on this phase.
- 14) The signatory firm identified in the contract document is responsible for the work of each member of their design team.

GENERAL INFORMATION

Introduction:

Greater Dayton Premier Management (GDPM) is a metropolitan housing authority organized and existing under the Ohio Revised Code Section 3735.27, et seq., and is governed by the U.S. Housing Act of 1937, as amended, and subject to regulation under Title 24 of the Code of Federal Regulation.

GDPM is governed by a seven person Board of Commissioners, appointed pursuant to the above cited statute. The Chief Executive Officer controls the daily operations.

Our mission is to **develop housing solution** for individuals, seniors, and families. We seek to **improve neighborhoods** by offering diverse housing options. We require our families, employees and partners **demonstrate responsible character**, which strengthens the economic health, vitality and humanity of the Miami Valley.

GDPM is committed to a goal of 15 percent of all professional services contract funds being awarded to Minority Business Enterprises (MBEs: MBE/DBE/SBE/WBE/VBE/EDGE). The firms submitting are encouraged to include MBE participation to the maximum extent possible. The agency is also committed to its Section 3 participation goal for all professional service contracts, which constitutes 3 percent of the total contract amount. The successful proposer should show their effort in meeting these goals “to the greatest extent feasible.”

The Competitive Negotiation Process or Award without Discussion will be used to select the contract award, beginning with the highest ranked firm. GDPM reserves the right to negotiate a contract with the individual(s), firm(s), or organization(s) who provides the greatest benefit to GDPM, not necessarily the lowest price.

Important Dates: Time Table:

January 3, 2014	Date RFP was issued
January 16, 2014 @ 11:00 a.m.	Pre-Proposal Conference @ 400 Wayne Ave
January 22, 2013	Deadline for written questions from A/E
January 27, 2014	Deadline for written responses to A/E
February 3, 2014 @ 12:00 p.m.	Proposal Due Date
February 3-6, 2014	Proposal Review Period
February 7, 2014 @ 11:00 a.m.	Proposal Review Meeting in Board Room
February 19, 2014	Board Meeting – Approval to award contract(s)
February/March 2014	Notice to Proceed to be Issued

Contact Person:

Send all questions to: Roderick Long @ compliance@gdpm.org

Pre Proposal Conference

Pre proposal conference will be held at GDPM central Office at 400 Wayne Avenue Dayton, Ohio 45410, **Thursday, January 16, 2014 @ 11:00 a.m.** Please send your written questions to GDPM, ATTN: Roderick Long, compliance@gdpm.org. Questions must be received three (3) days prior to the pre-proposal conference to be covered during the meeting.

Vendor Disclosures

Vendor must provide disclosure of any pending or threatened court actions and/or claims against the Vendor. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal.

Conflict of Interest

No vendor will promise, or give to any GDPM employee anything of value that could influence that employee in their decision on awarding contracts. No vendor will try to influence an employee of GDPM to violate any procurement policies of the agency, the Ohio Revised code, or Federal Procurement Regulations.

Vendor Examination of the RFP

Vendors are expected to be familiar with the entire RFP. The vendor is expected to respond to the RFP in a manner that makes it clear they understand and have responded to all sections of the RFP.

If a vendor discovers any mistakes or omissions in the RFP they must notify GDPM's Contact Person in writing. Clarifications and corrections will be sent to all vendors who have registered with the agency for the RFP.

Changes to RFP

GDPM may make changes to this RFP no later than **Monday, January 27, 2014** by sending changes to all vendors who attended the pre-proposal conference. These changes will be sent via email and will be posted at <http://www.gdpm.org/doing-business-with-gdpm/requests-for-proposals.html>.

Availability of Funds

This RFP and all agency contracts are contingent on the availability of funds. If, during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. The vendor will be notified at the earliest possible time. GDPM is not required to compensate the vendor for any expenses incurred as a result of the RFP process.

Non-Appropriation Clause

The proposed services will be subject to termination in the subsequent fiscal years if the sufficient funds are not appropriated and budgeted or are not otherwise available to continue making payments for the equipment of other services performing similar functions and services.

Termination

GDPM reserves the right to terminate an agreement without prior notification for reasons it deems in the best interest of GDPM. If terminated, GDPM will notify the contractor of the termination in writing by certified mail, return receipt requested, and shall pay contractor for services rendered prior to contractor's receipt of the Notice of the Agreement Termination.

Holidays

GDPM recognizes the following holidays as vacation days for its employees:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

TERMS & CONDITIONS

The RFP and the commitments made in the selected proposal will be contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award.

Type of Contract

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract will incorporate the requirements of the RFP, the vendor's proposal, and all other agreements that may be reached.

The vendor is normally responsible for the execution of the project/program and contract requirements.

If the vendor proposes a different type of approach, describe the contractual protection offered to ensure successful implementation of the project. If vendor proposes a multi-vendor or sub-contract approach, clearly describe the responsibilities of each party and the assurances of the performance you offer. The successful vendor's proposal, this RFP, and other applicable addenda will become part of the final contract and will merge into the contract.

Contract Period – Funding & Invoicing

The contract period will be determined upon award. The vendor can claim payment only for services already provided, in amount determined by the negotiated rate. Reimbursement by GDPM is made within 30 days of receipt of invoices and any required documentation.

Each Respondent will be responsible for submitting with their proposal a schedule of activities (implementation schedule) for the performance of services. Acceptance of this schedule will be at the discretion of GDPM.

Performance will be evaluated throughout the contract based upon the accepted schedule. Payments to the respondent selected for agreement award will be based upon the successful performance of each activity listed in the approved schedule.

Confidentiality & Security

Any vendor that has access to confidential information will be required to keep that information confidential.

SUBMITTING PROPOSALS

Preparation of Proposal

Proposals must provide a clear picture of the vendor's qualifications to provide the services required in the RFP. The vendor should respond to the RFP instructions and requirements. The proposal must include all costs that relate to the responses submitted.

All proposals become the property of GDPM to use. All proposals will be considered public information and will be open for inspection.

Proposal Cost

The cost of creating proposals is the responsibility of the vendor and shall not be chargeable to GDPM. The vendor must guarantee the pricing listed in the proposal will remain in effect for a minimum of 180 days after the proposal submission date.

False or Misleading Statements

Proposals containing false or misleading statements may be rejected.

Vendor Representative's Signature

An officer of the Respondent, who is legally authorized to enter into a contractual relationship on behalf of the Respondent, must sign the submission package, and Respondent(s) must affix the organization's corporate seal to these documents. In the absence of a corporate seal, a Notary Public must notarize the submission package signature. The signature must indicate the title or position the individual holds in the vendor's organization. Any and all unsigned proposals will be rejected.

Delivery of Proposals

A bound and tabbed original with table of contents and four (4) completed bound and tabbed copies with table of contents, inclusive of an executive summary are to be submitted to GDPM's Contact Person at the address listed in the RFP (Total of five, one original and four copies). The completed submission package must be received by **12:00 p.m. Eastern Standard Time, on Monday, February 3, 2014.** The original and all copies of the submission package must be submitted in a sealed envelope. The outside of the envelope should be the Respondents name, address, telephone number, due date and RFP title: **"RFP #13-04 A/E Services for UFAS Conversions at Wolfcreek Homes - AMP 2, Riverside Estates - AMP 2, Park Manor Hi-Rise - AMP 5 & Indian Trails - AMP 6"**. A receipt will be issued for all proposals received. Proposals received after the deadline will not be considered. If mailed, the vendor should use certified or registered mail, UPS, or Federal Express with return receipt requested. Faxes or electronically mailed proposals will not be accepted.

All vendors must carefully review their final proposals. Once opened, proposals cannot be changed; however GDPM may request information or respond to inquiries for clarification purpose only.

All vendors submitting a proposal must agree to honor the terms and conditions contained herein for a period of one-hundred and eighty (180) days.

Acceptance and Rejection of Proposals

GDPM reserves the right to accept or reject any or all proposals, to take exception to the RFP specifications, or to waive any formality. Firms may be excluded from further consideration for failure to comply with the specifications of this RFP. The recommendation of GDPM staff, GDPM Executive Director and GDPM's Board of Housing Commissioners shall be final.

No Proposal

If a respondent wishes to remain on the contractor's mailing list, but is not submitting a proposal, the "No Proposal/Offer" form (contained in this Solicitation) must be returned by the stated proposal closing date. Mark the form "No Proposal" and explain the reason for not submitting. Failure to respond three times in succession, without justification, shall be cause for removal of the contractor's name from our mailing list.

Withdrawal of Proposal

Proposals may be withdrawn by written request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for opening. Negligence on the part of the Respondent in preparing the required documents confers no right of withdrawal or modification of proposal data after such documents are opened.

Evaluation and Award of Contract

The Competitive Negotiation Process will be used to select the agreement award, beginning with the highest ranked firm. GDPM reserves the right to negotiate an agreement with individual (s), firm (s), or organization (s) that provides the greatest benefit to GDPM, not necessarily the lowest price. Firms in the competitive range may be required to be interviewed by the evaluation panel.

GDPM will select the respondent that is the most advantageous to GDPM based upon the evaluation criteria stated herein. GDPM reserves the right to negotiate price and other factors with any acceptable respondent.

GDPM reserves the right to waive any minor irregularity or technicalities in the proposals received. GDPM reserves the right to award without discussion (s) and may make an award to multiple vendors. The professional services selective process will involve the ranking of professional firms by the appointed GDPM evaluation committee. Once the proposals have been evaluated, GDPM will negotiate with the Respondent (s) who falls within the competitive range.

Fees for these services will be a negotiation factor as well as any other relevant factor identified by the evaluation committee. Once negotiations are completed, GDPM shall establish a common date and time for the submission of the Best and Final Offer (BAFO).

If a Respondent does not submit a notice of withdrawal or best and final offer, the Respondent's previous offer shall be construed as its best and final offer.

Preliminary Proposal Review

The review process will be conducted in two parts. The preliminary review will consist of a review to be sure the proposal meets the minimum requirements (and mandatory conditions) specified in the RFP. If they do not, they will be rejected.

Initial Review

Proposals in response to the RFP must meet the following requirements:

- The proposal must be received at the address indicated in the RFP no later than **12:00 p.m. Eastern Standard Time, on Monday, February 3, 2014**. Proposals not received at the designated address by the specified date will be rejected.
- Required number of copies submitted.
- Proposal signed by authorized vendor representative.
- Proposals that pass this initial review will be considered a valid proposal and will move on to the final review. Those that do not will be filed as rejected.

Final Review

- All valid proposals will be reviewed, evaluated, and rated by the Review Committee. The Review Committee will be composed of GDPM staff.
- The Review Committee will evaluate each proposal against the criteria in the RFP. During the review, the Committee may request additional information from the vendor. Such information requests and vendor's responses must always be in writing.
- All qualified proposals shall be reviewed by the Review Committee using a standard Proposal Review Evaluation Rating Sheet tailored specifically for this RFP. The number of evaluation points for each section varies according to the value assigned for that particular aspect of the program.

The Review Committee members may request information from sources other than the written proposal to evaluate vendor's programs. Other sources of information may include oral presentations by vendors, written responses to clarifying questions posed by the Review Committee, and vendor's history/experience in providing similar services.

Review Committee member rating sheets will be used to focus discussion. The final composite Evaluation Rating Sheet that includes the prioritized vendor's rankings will be maintained on file by GDPM. The end result of the review process is a prioritized list from best to least.

Written notification will be made to all vendors who submitted a proposal. In awarding the contract, GDPM's evaluation will include, but will not be limited to:

- Criteria for the Stage 1 review;

- Strength and stability of the vendor to provide the requested services;
- Ability to meet the project/program time lines;
- Overall responsiveness and completeness of the bid proposal as well as the likelihood that, in GDPM's opinion and at GDPM's discretion, the bid proposal best meets or exceeds GDPM's specifications;
- Scope of service being proposed;
- Customer references;
- Cost of proposed service;
- Any other factors considered relevant by GDPM and demonstrated by the bid proposal or investigation by GDPM; and
- Experience with a similar project/program of comparable size and scope

Vendor finalists will be notified of their non-selection immediately after the preferred vendor is notified. If the successful vendor fails to execute the contract, GDPM may award the contract to another vendor whose proposal met the requirements of the RFP and any addenda. The period of time within which such an award of the contract may be made shall be subject to the written agreement between GDPM and the vendor.

Contractor Selections

GDPM reserves the right to make an award based solely on the Respondent or to negotiate further with one or more contractors. The contractor selected for the award will be chosen on the basis of the greatest benefit to the Authority, not necessarily on the basis of the lowest price.

Post-bid Meeting

If a vendor wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be in writing within five (5) working days after receipt of notification of the decision. The request shall state the reason(s) for the meeting, citing the law, rule, regulation or RFP procedures on which the request is based. All requests must be signed by an individual authorized to represent the vendor and addressed to the GDPM Contact Person.

Proposal Selection

Proposal selection does not guarantee a contract for services will be awarded. The selection process includes:

- All proposals will be evaluated based on the criteria in the RFP.
- Based upon the results of the evaluation, GDPM will select a bidder for the service(s) who it determines to be the lowest and best bidder.
- GDPM works with the bidder who was selected as lowest and best to finalize the details of the contract document.
- If GDPM determines that GDPM and the vendor are unable to successfully come to terms regarding the contract, GDPM reserves the right to terminate contract discussions with the bidder. If this happens, GDPM reserves the right to select another bidder from the bid process, cancel the RFP or reissue the RFP if this is deemed necessary.

PROPOSAL FORMAT

A bound and tabbed original (please note which is the original) and four (4) completed bound and tabbed copies with table of contents, inclusive of an executive summary are to be submitted to GDPM's Contact Person at the address listed in the RFP. (For a total of five (5)) The original and all copies of the submission package must be submitted in a sealed envelope. The outside of the envelope should be the Respondents name, address, telephone number, due date and RFP title: **“RFP #13-04 A/E Services for UFAS Conversions at Wolfcreek Homes - AMP 2, Riverside Estates - AMP 2, Park Manor Hi-Rise - AMP 5 & Indian Trails - AMP 6”.**

To simplify the process for evaluating proposals, and to assure each proposal receives the same review, all proposals must be submitted in the following format. Proposals must contain all the items listed here.

Proposal sections must be numbered corresponding to the following format and lettering:

TABLE OF CONTENTS

A. AN EXECUTIVE SUMMARY

B. LETTER OF TRANSMITTAL

A letter of transmittal (preferably on letterhead) bearing the signature of an authorized representative of the firm and the name(s) of the individual(s) authorized to negotiate services and costs with GDPM.

C. ORGANIZATION

Information about the company: size, structure, history and any relevant certifications as a Minority-owned, Female-Owned, Small or Disadvantaged Business Enterprise

D. STAFF QUALIFICATIONS

The Offeror should describe the qualifications of staff to be assigned to the Project.

Descriptions should include:

Project team make-up (only include resumes of staff to be assigned to the project.)

Assigned Project Manager (the main liaison/contact person for GDPM)

Overall supervision to be exercised (including how subcontractors will be handled.)

Prior experience of the individual project team members, education, position in firm, years within firm and types of experience, continuing professional education, state(s) in which licensed

Professional Licenses or credentials held by team members, must include copies

E. SCOPE OF SERVICES

State specifically your intended practices addressing the materials in the “Scope and Specifications” and the “Statement of Work.” Please cite previous examples of providing such services and your organization's commitment to meeting or exceeding the expectations and duties set forth.

F. COST PROPOSAL

Specify the cost for the various parts of the project including travel, document production, staffing, meetings, training, etc. Any reimbursable should be clearly indicated. Please clearly indicate premium rates, potential changes in costs, etc. In this section, please place Attachment A, Schedule of Fees. Along with any other pertinent cost information relating to the scope, specifications and statement of work put forth.

G. INSURANCE

A statement of liability insurance from an accredited insurance company/agent is required. A minimum of \$500,000.00 liability insurance coverage is required should your firm be chosen.

H. EXHIBITS

All other required information is set forth by each of the following exhibits. Please tab and label each exhibit individually. Any Exhibits crossed-out are not required.

- Exhibit AHUD Form 5369-B Instructions to Offeror; Non-Construction (*READ...there are specifics about acknowledging addendums and how submissions are handled.*)
- Exhibit B.....HUD Form 5369-C Certifications and Representations of Offeror (*Be sure to fill in completely.*)
- Exhibit C.....Minority and Women Owned Business Enterprise (MBE/WBE/SBE) Utilization (*This form is to be filled out as applicable, if using subcontractors*)
- Exhibit D.....Section 3 Goals & Compliance, Certification and Sample Plan (*Form must be completed.*)
- Exhibit E.....Equal Employment Opportunity Affirmative Action Statement
- Exhibit FFull Disclosure Statement (*Must be notarized*)
- Exhibit G.....Non-Collusive Affidavit (*Must be notarized*)
- Exhibit H.....Contractor’s Certificate Concerning Equal Employment Opportunities (*Be sure to fill in completely.*)
- Exhibit I.....Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Exhibit J.....Reference Release Forms (5) (*Do not list any person with GDPM as a reference.*)
- Exhibit K.....Certification for a Drug-Free Workplace
- Exhibit L.....Statement of Bidder’s Qualifications (You may use your own paper and format, so long as you follow the numbering as given...*the form must be notarized*)
- Exhibit M.....Balance Sheet (This must be provided to ensure that organizations are solvent.)
- Exhibit N.....HUD Form 51915 Model Form of Agreement between Owner & Design Professional
- Attached.....Decline to Bid Form

Evaluation Criteria

The professional services selective process will involve the ranking of professional firms by the appointed GDPM evaluation committee.

The evaluation criteria to be used in reviewing proposals and their respective weights are as follows:

NO.	FACTOR		MAXIMUM POINTS
1	Itemized Proposal Budget (price) relative to project.		25
2	Demonstration of ability to provide the necessary knowledge, skill(s) qualification(s) and required service(s), including qualification(s) of assigned personnel.		30
3	Demonstration of successful completion of similar past projects.		15
4	Familiarity with the accessible (UFAS/ADA) guidelines and adjacent historical neighborhood design.		15
5	<u>Section 3 Categories</u>		
Category 1 Business	15 pt.	51% or more of the business is owned by public housing residents of a specific public housing community for which the Section 3 covered assistance is expended	17
Category 2 Business	12 pt.	51% or more of the business is owned by residents of a public housing community or communities within GDPM for which the Section 3 covered assistance is not being expended.	
Category 3 Business	9 pt.	<ul style="list-style-type: none"> • 51% or more of the business is owned by Section 3 eligible residents and/or • Will subcontract in excess of 25% of the total amount of subcontracts to category 1 or 2 Section 3 businesses 	
Category 4 and 5 Business	6 pt.	Full time, permanent workforce includes 30% or more of Section 3 eligible residents. An entity selected to carry out HUD Youth Build program in Montgomery County in which Section 3 covered funding is expected	
Category 6 Business	3 pt.	Joint venture with inclusion of Section 3 business is a form of organization where: Section 3 business is responsible for a clearly defined portion of the work to be performed, holds management responsibilities in the joint venture, performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.	
Section 3 Narrative and Action Plan	2pt	The proposer FULLY COMPLETED ALL SECTION 3 PAPERWORK REQUESTED IN RFP 13-04 Exhibit D	
Total Maximum Points			102

END OF RFP 13-04

ATTACHMENT A

Fee Schedule

<u>Personnel</u>	<u>Hourly Rate</u>
Principal Architect	\$ _____
Chief Architect	\$ _____
Project Architect	\$ _____
Design Architect	\$ _____
Designer/Architectural Designer	\$ _____
Project Manager	\$ _____
Design Engineer	\$ _____
Mechanical Engineer	\$ _____
Plumbing Engineer	\$ _____
Fire/Alarm System Engineer	\$ _____
Fire Suppression System Engineer	\$ _____
Electrical Engineer	\$ _____
Civil Engineer	\$ _____
Structural Engineer	\$ _____
Engineer-In-Training	\$ _____
Draftsman/Auto CAD Operator	\$ _____
Environmental Consultant	\$ _____
Environmental Assessor	\$ _____
Technician	\$ _____
Inspector/Field Representative	\$ _____
Administrative Support	\$ _____

(All overhead, profit, travel and other miscellaneous **reimbursable** expenses should be covered as part of the personnel hourly rates.)