

JACKSON HOUSING AUTHORITY

REQUEST FOR PROPOSALS

for

HCVP CONSULTANT SERVICES

PREPARED BY:

JACKSON HOUSING AUTHORITY
125 PRESTON STREET
JACKSON, TN 38301

January 10, 2019

CONTACT PERSON:

Misty Gordon
JACKSON HOUSING AUTHORITY
PHONE: (731)422-1671 EXT. 103

REQUEST FOR PROPOSAL

Dear Prospective Contractor:

This letter is a formal request for proposal (RFP) to provide Program Management Services for the Jackson Housing Authority's (JHA) Housing Choice Voucher Program in accordance with Jackson Housing Authority's procurement policy and Code of Federal Regulations (CFR) 24 Part 85.36.

OVERVIEW:

The Jackson Housing Authority (JHA) is a Public Housing Agency regulated by the Department of Housing and Urban Development. The mission of the JHA is to provide decent, safe and sanitary housing for low to moderate income families.

A five- (5) person Board of Commissioners, authorized by State Law, is responsible for the development of housing policy and authorization of expenditures.

JHA owns and/or manages twelve (12) developments for a total of 1031 units, consisting of Low-Income Public Housing units, Low-Income Tax Credit (LIHTC) units, and units assisted via Project-Based Vouchers (PBV). We also have a Housing Choice Voucher Program (HCVP) with 1450 ACC units (including PBV and Rental Assistance Demonstration or "RAD" PBV), as well as approximately 25 Veterans Affairs Supportive Housing (VASH) vouchers.

We currently have a department Director and there are several areas that need intense and immediate attention. Please refer to the Scope of Services for specifics.

Interested and qualified firms that have successfully demonstrated their ability to perform comparable work are invited to submit proposals. Bidders must have thorough knowledge and experience with HUD rules and regulations.

Sealed proposals will be received until Monday, February 11, 2019 at 5:00 p.m. CST at the Jackson Housing Authority Central Office located at 125 Preston Street, Jackson, TN 38301. Three (3) additional copies of the proposal must be submitted with the original bid packet.

The Jackson Housing Authority intends to retain the successful proposer pursuant to a "best value" basis, not a "low bid" basis. An evaluation committee shall review and rank each of the offerors proposals, using the method of evaluation described in this request. The evaluation committee shall interview the highest ranked proposal first, and if necessary, any or all of the other proposals and submit their list of ranked offerors to the Executive Director. The Executive Director shall make a decision to award a single Contract to the most competent, responsive, and responsible offeror submitting a form of proposal in accordance with the proposal evaluation criteria.

The Jackson Housing Authority reserves the right to award contracts to multiple offerors, to reject any or all bids, to waive any informalities in the specifications or bidding process or to cancel in whole or in part this solicitation if it is in the best interest of the Authority to do so.

The attention of offerors is directed to the fact that the proposed work will be financed in whole with Federal funds and, therefore, all applicable Federal Statutes, rulings and regulations will apply to such work.

SCHEDULE

1.	Advertise Request for Proposal	January 10, 2019
2.	Bid Packets Available	January 10, 2019
3.	Deadline for submission of written questions	January 21, 2019
4.	Written response to questions issued	January 28, 2019
5.	Proposal submission date	February 11, 2019
6.	Proposal Evaluation date	Upon Receipt
7.	Vendor interview date	To be determined
8.	Execution of Legal Services Contract	To be determined
9.	Notice To Proceed Issued	To be determined
•	Term of Contract	1 year with 2 one-year renewals

Dates shown are not exact and are subject to change.

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SCOPE OF SERVICES

The Jackson Housing Authority (JHA) hereby requests proposals to provide Program Management Services for the Jackson Housing Authority's (JHA) Housing Choice Voucher Program. This service shall be performed in accordance with the U.S. Department Housing and Urban Development (HUD) program requirements. Service shall include, but not be limited to:

1. Process Certifications (Annual and Interim) to eliminate any and all backlog.
2. Review back log of PIC errors and correct as needed.
3. Prepare and Submit SEMAP.
4. Assist current staff with timely processing and accurate calculation of transactions.
5. Assist with Quality Control of files and inspections.
6. Train current staff in deficient areas.
7. Lead HCVP department and provide guidance as needed. Serve as a technical resource for department staff, answering questions and providing advice on interpreting and applying applicable regulations, policies, and procedures, with the goal of maximizing and then maintaining utilization rates and other measures of program effectiveness.
8. Act as Liaison for the VASH Program
9. Attend Monthly Board Meetings.
10. Attend HUD Meetings/Conference Calls to go over any issues.
11. Assist with training of HCVP Director.
12. For all assigned areas of responsibility, ensure compliance with federal rules and regulations of the HCV Program.

PRICE PROPOSAL FORM

Quote the following rates as requested. Any other information you may wish to include can be done so at the bottom of the page or on a separate sheet if you wish.

<u>Service</u>	<u>Rate Per Hour</u>
Principal Consultant	_____ /month, inclusive of all clerical work
Additional Consultant(s)	_____ /month, inclusive of all clerical work
Clerical per Hour (If necessary)	_____ /month, inclusive of all clerical work

Other/Additional Reimbursable Expenses:

<u>Type</u>	<u>Rate Per UOM</u>
_____	_____ /
_____	_____ /
_____	_____ /
_____	_____ /
_____	_____ /
_____	_____ /
_____	_____ /

INSTRUCTIONS TO PROPOSERS

1. Proposals are to be submitted in a sealed envelope clearly marked “**HCVP Management Services**” and will be received until 5:00 p.m. local CST on February 11, 2019 at the Jackson Housing Authority’s Central Administrative Office located at 125 Preston Street, Jackson, TN 38301. Any proposals received/time-stamped after 5:00 CST will be considered late and will be returned. *If you are hand-delivering proposal, please allow yourself enough time as there may be other clients, etc at the front desk and you may have to wait to get your proposal time-stamped.* **Proposal must be time-stamped.** If proposal is sent through the United States Postal Service, United Parcel Service, Federal Express, or another carrier, they will be time stamped upon receipt.
2. No proposal may be withdrawn or modified in any way after the deadline for proposal submittal. Proposals shall remain firm and valid for ninety (90) days from said deadline.
3. Proposals must be filled out in their entirety, completing all forms included in this proposal packet.
4. Proposals are to be inclusive of all factors as specified in the Scope of Services and General Conditions.
5. Proposals are to be submitted in narrative form.
6. Proposals are to include the Price Proposal Form from this package.
7. Proposals are to be submitted as one original with three copies of that original.
8. No electronically transmitted proposals will be accepted.
9. Proposers may supplement their proposal with attached sheets (on company letterhead); for the purpose of adding or otherwise explaining any further conditions they wish to be considered. Such supplemental attachments are to be considered items to be reviewed, accepted, rejected, or further considered by the evaluation committee, prior to acceptance or recommendation of any proposal to the Executive Director.
10. During the period when proposals are being accepted, no oral interpretation of the RFP’s requirements will be given to any prospective offeror. A request for interpretation must be made in writing before the deadline for the submission of written questions as stated in the Schedule on page 3 of this request. Inquiries must make reference to specific section numbers of this RFP and, where appropriate, page and paragraph locations. All inquiries to this RFP must be submitted in writing to Ms. Misty Gordon by e-mail at mgordon@jacksonha.com. Bidder questions and the answers to those questions will be communicated to all potential respondents that have received the RFP. The answers will be issued no later than the close of business of the day specified in the Schedule on Page 3 of this request.

PROPOSAL FORMAT:

In order for the JHA to properly and efficiently evaluate the proposals received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence following. Each category must be separated by numbered index dividers and labeled with the corresponding tab reference also noted below. Any proposal which fails to include all of these items will be considered a non-responsive proposal and will not be considered for evaluation.

Tab 1, Knowledge

Tab 2, Skills

Tab 3, Experience

Tab 4, Registrations/Certifications

Tab 5, References

Tab 6, Price Proposal Form in separate sealed envelope.

Definitions of what is expected of each proposer for the above items are further explained in the Evaluation Criteria following this section. This information will comprise the bulk of your proposal. It is the main information on which your proposal will be evaluated. Be sure to include any and all information requested as you will be given point values based on the information you provide in your submittal.

Offeror may supplement their proposal with attached sheets (on company or firm letterhead), for the purpose of adding or otherwise explaining any further conditions, they wish to be considered. Such supplemental attachments are to be considered items to be reviewed, accepted, rejected or further negotiated by the Jackson Housing Authority Evaluation Committee, prior to acceptance or recommendation of any proposal to the Executive Director.

EVALUATION CRITERIA:

An award of contract is not based on price alone, but on the combination of the following factors. An evaluation committee shall review and rank each of the offerors proposals, using the point system stated below. Once each proposal has been evaluated and ranked, the evaluation committee may use the interview process to determine the most qualified Person or Firm whose services, along with a fair and reasonable firm/fixed fee proposal, will meet the Housing Authority's specific needs at this time. The evaluation committee may interview the highest ranked proposal first, and if necessary, any or all of the other proposals. The evaluation committee will then submit the list of ranked offerors to the Executive Director with a recommendation of which proposal to offer a contract.

<u>EVALUATION FACTORS:</u>	<u>MAXIMUM POINTS</u>
1. Demonstration of a broad and practical knowledge of the Department of Housing and Urban Development (HUD) rules, regulations, requirements, and laws and related procedures and demonstrated experience in implementing the same.	20
2. Skills, capabilities, and work experience of a demonstrated level that would assure completion of the scope of work in a timely and satisfactory manner.	40
3. Proof of all necessary and/or required registrations, and certificates (Industry Certifications such as Occupancy, Rent Calculations, PHM, Etc.)	10
4. Documentation of experience on similar projects and at least three (3) references for which the individual/firm has performed similar services.	20
5. Price. Price quoted on proposal form is to be placed in a sealed envelope. The price may be based on percent of admin fees.	10

GENERAL CONDITIONS

Completion of Forms:

Each proposal must give the full business address of the offeror and be signed with offeror's usual signature. Proposals by a partnership must furnish full names of all partners and must be signed by one of the members of the partnership, or by an authorized representative, followed by the designation of the person signing. Proposals by a corporation, with corporate seal affixed, must be signed with the legal name of the corporation, followed by the name of the State of Incorporation and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The names of all persons signing shall be typed below the signatures. When requested, offerors shall furnish satisfactory evidence to the JHA of the officer signing on behalf of the corporation or partnership.

Late Proposals:

Late proposals will be returned to the offeror unopened.

Withdrawal of Proposals:

Proposals may be withdrawn by written certified mail request at any time prior to the scheduled closing time of receipt of proposals. No proposal shall be withdrawn for a period of ninety (90) days subsequent to the opening of proposals without consent of the Executive Director.

Rejection of Proposals:

The Authority reserves the right to award contracts to multiple offerors, to reject any or all proposals, to waive any informalities in the bidding process, or to cancel in whole or in part this solicitation if it is in the best interest of the JHA to do so. A proposal may be rejected if it is incomplete, illegible or conditional. However, alternate proposals or explanations may be made on separate sheets. Such alternates or explanations will not be considered in determining the bid but may be used in negotiations after determination of the successful offeror. All corrections shall be initiated by the offeror.

Responsible Offeror:

"Responsible offeror" is defined as an offeror who has met all requirements of the solicitation including completing all bidding documents correctly; complying with the general provisions and scope of services; and demonstrating through reputation and past performance the capability of meeting contract requirements.

Award of Contract:

The contract will be awarded, if at all, to the responsible, responsive offeror that is awarded the highest score in the evaluation process. Insurance certificates must be received prior to contract execution.

Contract Language:

Offeror is expected to read and understand all terms and conditions of the contract that are included in this proposal package. Where the terms and conditions of documents supplied by the successful offeror are in conflict with the terms and conditions of the JHA contract, the JHA contract shall prevail.

Minority/Women and Disabled Veteran Business Enterprise Program:

Offerors claiming status as a certified MBE/WBE or DVBE must also submit current State of Tennessee certificates. Offerors doing business with State agencies, including the Authority, intending to use sub-offerors are required to make “good faith efforts” to subcontract with minority-, women- and disabled veteran-owned businesses. Supplementary information may be requested of offerors regarding efforts made to meet the intent of the State’s Equal Opportunity Program.

Discrimination:

The Jackson Housing Authority does not discriminate on the basis of sex, race, color, creed, nationality, age, religion or handicap. The Jackson Housing Authority strongly encourages certified Minority-, Women- and Disabled Veteran-owned businesses to bid.

Payment:

The Offeror shall submit a billing invoice on a monthly basis. Invoice shall specify the amount due for services performed by the offeror and their support staff. Such invoice shall: (1) reference the subject; (2) describe the services performed in detail, and (3) indicate the amount charged for the work performed. Such invoice shall contain a certification by the Offeror specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the invoice the Authority shall make payment utilizing Net 30 terms.

Ownership of Materials and Documents:

Any and all documents prepared by the Offeror shall be the property of the Authority from the moment of their preparation, and the Offeror shall deliver such materials and documents to the Authority whenever requested to do so by the Authority. However, the Offeror shall have the right to make duplicate copies of such materials and documents for his own file or for other purposes as may be authorized in writing by the Authority.

Non-Disclosure:

Any reports, investigations, materials, and documents prepared or acquired by the Offeror pursuant to this Contract (including any duplicate copies kept by the Offeror) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Authority. The Offeror shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Authority during the term of this contract or at any time thereafter except as authorized by the Authority.

Conflict of Interest:

- (a) For the duration of this Contract, the Offeror will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Authority.
- (b) A conflict occurs when circumstances, known to the Offeror, place the Authority and the Offeror’s new client in adverse, hostile or incompatible positions wherein the interests of the JHA may be jeopardized. Offeror shall promptly notify the Authority in the event that such a conflict occurs.

- (c) In the event of such a conflict, Offeror shall meet and confer with the Authority to agree upon modifications of its relationship with said new client or Authority in order to continue to perform services for said client and/or Authority without compromising the interests of either. Should no agreement regarding modification be reached, the Authority may terminate its contract with Offeror.
- (d) When consent has been given, Offeror shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Offeror for Authority. Under no circumstances may Offeror convey, utilize, or permit to be utilized, confidential information gained through its association with Authority for the benefit of any other client.
- (e) Offeror agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Offeror to comply fully with its terms. This last paragraph shall not apply to existing clients of the Offeror for which Offeror has previously received the Authority's consent.
- (f) This Agreement may be unilaterally and immediately terminated by the Authority if Offeror employs an individual who, within twelve months immediately preceding such employment, in his/her capacity as a Authority employee, participated in negotiations with or otherwise had an influence on the selection of the Offeror.

Offeror's Liability:

- (a) The Offeror shall be responsible for all injuries to persons and for all damages to real or personal property of the Authority or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.
- (b) Offeror shall indemnify and hold harmless the Housing Authority and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action:
 - 1) for damages to real or personal property, or personal injury to any third party resulting from the negligence of Offeror, its employees or its agents; or
 - 2) for any breach of any obligations, duties or covenants of Offeror under this Contract or transactions related to it.

Insurance:

Offeror shall not commence work until Offeror has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Authority. Offeror agrees to the following:

- (a) Offeror shall provide public liability and property damage insurance in the

minimum amount of \$1,000,000 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the Authority, Offeror, its Sub-offerors and its authorized representatives, arising out of or in connection with the Offeror's performance of work under this Agreement.

- (b) Offeror shall purchase and maintain in full force and effect worker's compensation insurance for offerors, sub-offerors, employees and agents in form and amount acceptable to the Authority during the full term of this Contract.
- (c) Offeror shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit for bodily injury and property damage of no less than \$500,000 per occurrence.
- (d) Offeror shall maintain Professional Liability Insurance (errors and Omissions Insurance) in the amount of \$1,000,000 including coverage for errors and omissions caused by Offeror's negligence in the performance of its duties under contract
- (e) All insurance required to be purchased and maintained by the Offeror shall name the Housing Authority as additional insured's and shall contain cross-liability endorsements.
- (f) The Offeror shall furnish to the Authority Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least 30 days prior written notice will be given to the Authority in the event of cancellation, reduction or non-renewal of the insurance.

Correction of Work:

The performance of services by the Offeror shall not relieve the Offeror from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Authority, when such inaccuracies are due to the negligence of the Offeror, provided such work has not been accepted in writing by an authorized representative of the Authority.

Equal Opportunity Programs:

During the performance of this Contract, the Offeror agrees as follows:

- (a) Offeror shall comply with the Equal Opportunity and Minority/Women and Disabled Veteran Business Enterprise Contracting Programs as described and amended and/or interpreted from time to time, as well as any other applicable State and Federal law. Each month, the offeror will report to the project manager, payments made to all MBE, WBE and DVBES by month, contract to date and percentage of overall contract value.

- (b) Offeror and each Sub-offeror, if any, shall fully comply with and shall submit a Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, and any other applicable Federal and State law and regulations hereinafter enacted.
- (c) Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, disability or national origin. Offeror shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin.
- (d) If any under representation is found after submission of offeror's workforce report, the Authority may request an equal employment opportunity plan (EEOP). An acceptable plan to correct the identified underrepresented categories must be submitted within 30 days. Once the EEOP has been approved by the Authority, the offeror must adhere to said plan
- (e) Offeror understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Offeror may, at the election of the Authority, be barred from participating in Authority projects for not less than one (1) year.

Cost Records:

In accordance with generally accepted accounting principles, the Offeror shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Authority or to the appropriate federal agencies after reasonable notice, and at reasonable times.

Subcontracting:

- (a) No services covered by this Contract shall be subcontracted without the prior written consent of the Authority.
- (b) In order to obtain consent, Offeror shall submit a list of all potential sub-offerors, and a description of work to be performed by each sub-offeror, to the Authority. Once this list has been approved, no changes to the list will be allowed except by written approval of the Authority.
- (c) The Offeror shall be as fully responsible to the Authority for the acts and omissions of his sub-offerors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

Assignability:

- (a) The Offeror shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior

written approval of the Authority.

- (b) Claims for money due or to become due to the Offeror from the Authority under this Contract may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Authority.

Changes:

The Authority may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Offeror's compensation, which are mutually agreed upon, by and between the Authority and the Offeror, shall be incorporated into this Contract.

Termination:

This Contract may be terminated by either party on thirty (30) days' written notice to the other, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

Attorney's Fees and Costs:

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

Entire Agreement:

Contract represents the sole and entire agreement between the Authority and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of both the Authority and Offeror.

Partial Invalidity:

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Contract Governed by Law of State of Tennessee

This Contract and its performance and all suits and special proceedings under this Contract shall be construed in accordance with the laws of the State of Tennessee. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this contract, the laws of the State of Tennessee shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

Interest of Member of Congress:

No member or delegate to the Congress of the United States of America or Resident Authorityer shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

Interest of Current or Former Members, Officers, and Employees:

No member, officer or employee of the Authority, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Authority was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this contract by the Authority.

Drug-free Workplace:

Offeror shall certify to the Authority that it will provide a drug-free workplace and do each of the following:

1. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Offeror's workplace and specify the actions that will be taken against employees for violation of the prohibition.
2. Establish a drug-free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Offeror's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation and employee assistance programs.
 - (d) The penalties that may be imposed upon employees for drug abuse violations.
3. Post the statement required by subdivision 1 in a prominent place at Offeror's main office and at any job site large enough to necessitate an on-site office.

Plan of Operation:

The Offeror shall submit to the Contracting Officer a complete plan of operations. The Offeror is responsible for notifying the Contracting Officer of any changes to the plan of operations.

Labor Provisions:

It is the responsibility of the Offeror to be fully aware of and comply with every requirement under Federal and State law pertaining to labor provisions.

Extension of Contract Term:

- (a) Provided, that the offeror is not in default under the terms of this Agreement, the Executive Director of the Housing Authority, may extend the terms of the Agreement for one year. The option to extend the Agreement shall be at the Authority's discretion only, and may not be excised by the Offeror,
- (b) The Agreement may be extended by the Authority by delivery of a Notice of Extension in writing to the offeror and that the stated terms and conditions of the Agreement shall be adhered to by the Offeror and the Authority during the term of the extension.
- (c) Nothing contained herein, however, shall require the Authority to exercise any option to extend the Agreement. During the extension of the Agreement, the Offeror shall provide the Authority with additional certificates of insurance, if necessary, covering the term(s) of the extension.