



## **REQUEST FOR PROPOSALS**

**JHC2021-06: Redevelopment and RAD Consulting Services**

**Jackson Housing Commission  
301 Steward Avenue  
Jackson, MI 49201**

# Jackson Housing Commission

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### Additional Required Forms:

The following forms can be obtained by visiting [www.jacksonhousing-mi.org/vendor](http://www.jacksonhousing-mi.org/vendor):

- Section 3 Specification Clause and Certificate of Compliance
- Non-collusion Affidavit
- HUD 5369-B: Instructions to Offers of Non-Constructions
- HUD 5369-C: Certifications and Representations of Offers of Non-Construction
- HUD 5370-C Part I and/or II: General Conditions of Non-Construction Contracts

## **About the Jackson Housing Commission**

Jackson Housing Commission (JHC) is a Public Housing Authority is a public housing authority located in Jackson, Michigan. Centrally Located in the State of Michigan, the City of Jackson is located in the southeastern region Michigan and situated 33 miles south of Lansing, 33 miles west of Ann Arbor and 40 east of Battle Creek and has a population of over 37,000. Formed in 1946, JHC provides housing access to low -to- moderately income families, senior citizens, persons experiencing homelessness, disabled individuals and veterans. JHC's portfolio includes three public housing properties, comprised of 540 units and 26 single-family scattered sites, all located within Jackson City Limits.

## **Request for Proposals**

Jackson Housing Commission is seeking a Redevelopment/RAD Consultant to plan for the redevelopment of three public housing properties. The desired consultant will advise on the best way to achieve JHC's goal to redevelop the properties that is most advantageous to JHC. Therefore, JHC is seeking a Redevelopment/RAD Consultant that is proficient in all phases of property development, project management, construction management and financing options that includes the consideration to convert JHC's entire portfolio to long-term HCV contracts with RAD and/or submitting LIHTC applications with potential development partners, as well as financing tools. The potential consultant must demonstrate the ability to manage federal grants obtained by the agency. The Redevelopment/RAD Consultant must perform procurements related to the redevelopment, as well as procurements exceeding the agency's small procurement threshold.

## **Scope of Work**

### **Scope of Work Includes and is not Limited to:**

- Project Structuring and Strategic Planning
- Financial Feasibility Assessment and Financial Modeling
- Continuous Comparative Analysis of properties most suitable for RAD
- Coordination of the Due Diligence Required for the RAD Financing Plan Submittal Process
- Development Team Coordination
- Proposing plan to work with residents and Section 3 Compliance
- Assistance with determining rents for all properties converted to long-term HCV contracts and all activities involved in the transition
- Preparing and submitting financing application and coordinating closing
- Coordinating all activities to acquire development partners
- Completing and submitting LIHTC applications to Michigan State Housing Authority
- All activities related to RAD conversion, closing and coordination
- Procurement and Contract Administration
- Project and Construction Management
- Administration of Federal Grants

## Proposal Requirements

### I. Firm's Qualifications

#### A. Consultant's and/or firm's history

B. Consultant's/firm's experience in providing consulting for all phases of the RAD conversion process, planning for redevelopment, financing and project management. The consult must describe its ability to administer construction contracts and oversee construction activities. The successful proposer will be expected to propose strategies to perform duties that include and are not limited to the Scope of Work:

- Project Structuring and Strategic Planning
- Financial Feasibility Assessment and Financial Modeling
- Continuous Comparative Analysis of properties most suitable for RAD
- Coordination of the Due Diligence Required for the RAD Financing Plan Submittal Process
- Development Team Coordination
- Proposing plan to work with residents and Section 3 Compliance
- Assistance with determining rents for all properties converted to long-term HCV contracts and all activities involved in the transition
- Preparing and submitting financing application and coordinating closing
- Coordinating all activities to acquire development partners
- Completing and submitting LIHTC applications to Michigan State Housing Authority
- All activities related to RAD conversion, closing and coordination
- Procurement and Contract Administration
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#### C. Contact information for references from recent clients similar in size and scope to JHC

#### D. Ability to work with a client and support clients in another state

E. Ability to coordinate with agency staff and selected vendors, be responsive to complete work related to the overall redevelopment project, activities and procurement

### II. Firm's Procedures

Briefly state your general procedures for:

- a) Billing and invoice submittal
- b) Task orders and request
- c) Communicating with staff/vendors in multiple locations

### III. Reliance upon the Commission Staff

What you need from the JHC staff

### IV. Cost Proposal

#### Charges

- a. Hourly Rate
  - i. Hourly rate for services performed for all phases of consulting service

- ii. Detailed forecast of hours and projection of cost to complete tasks for all phases of redevelopment, related activities and if applicable the RAD conversion
  - b. Cost for travel and related expenses if applicable
    - i. Please explain if they are a part of your proposal

V. Additional forms:

- A. Certificate of Section 3 Compliance
- B. Non-collusion Affidavit
- C. HUD 5369-B: Instructions to Offers of Non-Constructions
- D. HUD 5369-C: Certifications and Representations of Offers of Non-Construction
- E. HUD 5370-C Part II: General Conditions of Non-Construction Contracts

### **Contract Period and Responsibility**

The JHC intends to enter the relationship with the vendor with a two (2) year contract with the option for three (3) one (1) year extensions. Each year after negotiation has taken place, an annual contract documenting the terms of the agreement will be signed. Since one governing board may not obligate future governing boards, the remaining years of the agreement are subject to annual governing board approval if necessary. In addition, the vendor shall be responsible for the employment, control and conduct for their employees, any approved consultants and for any damages resulting from any action or negligence of any employee or consultant during the contract period.

### **Description of Selection Process**

The proposals will be submitted on the Housing Agency Market Place by 12:00pm February 15, 2022.

JHC staff and/or Commissioners will evaluate the qualifications. The vendor best meeting experience, approach, and cost requirements will be selected.

The JHC reserves the right to reject any or all bids, waive technicalities, and to be the sole judge of suitability of the services for its intended use and further specifically reserve the right to make the award in the best interest of the JHC.

Failure to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents, may disqualify the bid.

### **Reservation of Rights Notice**

- The JHC reserves the right to reject any or all bids/proposals to waive informalities in the bidding/proposal process, and to terminate the bidding process at any time, if deemed to be in the best interest of the JHC.

- The JHC reserves the right to terminate any contract awarded pursuant to this bid/RFP process, at any time for the convenience of the JHC upon five (5) days written notice to the successful bidder/responder.
- The JHC reserves the right to determine the days, hours and locations that the successful bidder/responder shall provide the services detailed by this bid/RFP process.
- The JHC reserves the right to hold all bids/proposals without award and not permit withdrawal of said bids/proposals for a period of sixty (60) days from the bid opening date.
- The JHC reserves the right to negotiate the proposed bid/proposal prices with the three (3) lowest, most responsible bidders/responders.
- The JHC reserves the right to issue multiple contracts as a result of this offering.
- The JHC reserves the right to reject any bid or proposal that it deems to be non-responsive or the bid/proposal from any bidder/responder deemed to be non-responsive.
- The JHC shall no obligation to compensate any bidder/responder for any cost incurred in responding to this bid/RFP document.

## **Submission Deadline**

The proposals will be posted on the Housing Agency Market Place and PHADA by 4:00pm on December 15, 2021. The deadline for proposal submittal is February 13, 2022

\*\*Mailed, faxed and emailed submittals will not be accepted.

Responses will be held in confidence and not released in any manner until after a contract is awarded. The RFP respondents will be evaluated by the JHC in accordance with the evaluation factors detailed herein. Firms are requested not to incorporate their firm/team's name, and/or members of the firm, in the body of the proposal. A cover letter should accompany the proposal identifying the firm, team members and any other pertinent information. In this way evaluators may not be biased as the proposal is judged.

Interested firms must indicate their willingness to comply with all terms and conditions of the RFP. Specifically: "In compliance with this Request for Proposal and to all conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation."

## Calendar of Timelines

<b>RFP Issued On:</b>
December 15, 2021
<b>Pre-Bid Meeting (Virtual):</b>
January 17, 2022 @11:00AM EST
<b>Questions Due:</b>
January 24, 2022 @ 12:00pm EST
<b>Submission Deadline</b>
February 14, 2022 @ 12:00pm EST
<b>Expected Date of Approval of Contractor</b>
February 20, 2022
<b>Expected Date of Notice to Proceed</b>
February 27, 2022
<b>Expected Execution of Contract</b>
March 10, 2022

## Questions

Any questions or request for further information must be submitted in writing via the HA Marketplace no later than 12:00pm, on January 24, 2021.

## Contract Award Procedures

If a contract is awarded pursuant to the RFP, the following procedure will be followed:

Upon completion of the Proposal Evaluation Process, the JHC evaluation panel will forward its conclusions and recommendation to the JHC Executive Director. The Executive Director will submit the panel's conclusion and recommendation for approval of award, if required by the JHC Procurement Policy, to the JHC Board of the Commissioners at a regularly scheduled or Special Board meeting. If the recommendation is approved, the successful firm will receive a Notice of Award; and thereafter contract price negotiations will begin if required.

## Contract Conditions

The following provisions are required in all Contracts issued by the Jackson Housing Commission.

**a. Assignment of Personnel:**

The JHC retains the right to demand replacement or removal of any personnel assigned to this project if the JHC believes that such a change would be in the best interest of the JHC and the successful completion of the contracted work.

**b. Contract Period**

The performance period of this Contract shall be twenty-four (24) months unless otherwise agreed by all parties from the date of the JHC's Notice to Proceed and may be extended for an additional three (3) periods of twelve (12) months each for a total of sixty (60) months, based on satisfactory performance and mutual consent.

**c. Contract Service Standards**

All work performed pursuant to this "Request for Proposal" or any subsequent Contract shall conform and comply with all applicable local, state and federal laws and regulations.

**d. Termination for Convenience**

The JHC may terminate this contract in whole, or in part, whenever the Executive Director determines that such termination is in the best interest of the JHC. Any such termination shall be affected by delivery to the firm of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

**e. Proof of Insurance & Insurance Expiration**

The firm shall include all subcontractor firms as insured under its policies (except for Professional Liability insurance) and shall ensure that coverage of subcontractor's firm under the firm's policies is not excluded by any policy provision or endorsement.

The firm's insurance shall not be reduced or canceled without thirty (30) days prior written notice to the JHC. The firm shall not permit any required insurance coverage to expire during the term of this Contract.

The JHC reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.

**f. Carrier Review & Approval Authority**

Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by the JHC.

**g. Equal Opportunity**

During the performance of this contract, the firm agrees as follows:

- a. The firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or nation origin.
- b. The firm shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or nation origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- c. The firm shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.



- d. The firm shall, in all solicitations or advertisements for employees placed by or on behalf of the firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - e. The firm shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers'
  - f. The firm shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
  - g. The firm shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The firm shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - h. In the event of a determination that the firm is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the firm may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the firm as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
  - i. The firm shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each sublegal firm/team or vendor. The firm shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the firm becomes involved in, or is threatened with, litigation with a sublegal firm/team vendor as a result of such direction, the Firm may request the United States to enter into the litigation to protect the interests of the United States.
- h. Equal Opportunity for Businesses & Unemployed & Underemployed Persons (HUD Act of 1968, Section 3)**
- In accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701U, the firm shall, to the maximum extent practicable: provide training and employment opportunities to the unemployed and underemployed residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; and Award contracts for work in connection with the project to business concerns which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan county as the project. The firm shall insert or cause to be inserted this same provision in each subcontract.
- i. Interest of Members of Congress**
- No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise there from.

**j. Interest of Members, Officers, or Employees & Former members, Officers, or Employees**

No member, officer, or employee of the JHC, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the JHC was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

**k. Limitations on Payments Made to Influence Certain Federal Financial Transactions**

The firm agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement, or the modification of any Federal contract, grant, loan, or cooperative agreement.

The firm further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

## **Proposal Format**

**Tab 1. Bidder's/Responder's Statement**

The Bidder's Statement must be fully executed and return as a part of the bid.

**Tab 2. Profile & Firms Qualifications**

The Profile of the Firm and Firms Qualifications, along with Principals/Partners/Sole Owner resumes, must be fully executed and return as a part of the bid. The firm should also provide copies of their insurance.

**Tab 3. Cost Proposal**

The Cost Proposal must be fully executed and returned as a part of the bid.

**Tab 4. Documentation of Experience**

The bidder must provide a list of at least three (3) former or current clients for whom similar work has been completed within the past thirty-six (36) months. The list shall include: Client's name, the client's contact name, the client's address and telephone number, and a description of the services provided.

**Tab 5. Section 3 Documentation**

The **Section 3 Certification Form** must be completed and submitted as a part of the bid.

**Tab 6. Non-Collusive Affidavit**

The Non-Collusive Affidavit must be executed and attached as a part of the bid. Failure to submit this affidavit may result in disqualifications of your bid.

**Tab 7. HUD Forms**

Enclose all required HUD Forms here.

## Selection Criteria

The vendor shall provide a company profile; number of employees; and the names of key personnel to contact.

<b>Criteria</b>	<b>Maximum Points</b>
Demonstrated Experience & Qualifications	40
Hourly Rate & Fee Schedule	25
Ability to Meet Stated & Emerging Needs	20
References	15

Bidders are to ensure that they are capable of providing services as needed to meet the demands of the entire Redevelopment/RAD conversion process.

The proposal will be awarded to the firm submitting the most competitive proposal that includes hourly rate/fees, experience and responsive service, and meets all the requirements and specifications.

The Contract will become effective on the date of signing for a period one (1) year with the option for two (2) one (1) year extensions. In the event the bidder does not perform the services specified herein to the satisfaction of JHC, the Commission reserves the right to cancel the contract at any time for cause, by giving at least fifteen (15) days written notice of the intent to cancel this contract.

In submitting this proposal, the undersigned agrees:

- a) That the Owner reserves the right to waive irregularities, to reject proposals and to award the Contract to the most qualified contractor, should it be in the best interest of the Owner to do so;
- b) That in the event the contractor does not perform the services as stipulated in the contract to the satisfaction of JHC, JHC may cancel the contract at any time by giving at least fifteen (15) days written notice of the intent to cancel the contract; and
- c) The contractor shall be responsible for the employment, control and conduct of his employees during the course of the contract.

## Attachment A: Bidders Statement

The undersigned bidder/responder hereby states that by completing and submitting this form and all other documents within this submittal, he/she/they are verifying that all information provided herein is, to the best of his/her/their knowledge, true and accurate, and that if the JHC discovers that any information entered herein is false, that shall entitle the JHC to not make award or to cancel any award, with the undersigned party. Pursuant to all RFP Documents, The Form of Proposal, and all attachments pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the JHC with the services described herein for the fees noted with then the RFP response.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

## Attachment B: Firm Data Sheet

1. Name of Business: \_\_\_\_\_

2. Street Address: \_\_\_\_\_

3. Mailing Address: \_\_\_\_\_

4. City, State, Zip Code: \_\_\_\_\_

5. Type of Ownership: \_\_\_\_\_

6. Phone Number: \_\_\_\_\_ fax: \_\_\_\_\_

7. Year Established: \_\_\_\_\_

8. Parent Company: \_\_\_\_\_ Date Acquired: \_\_\_\_\_

9. Identify Principals/Partners/Sole Owner: attach brief resume

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Federal Tax ID No: \_\_\_\_\_

11. DUNS No.: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name/Title**

**Attachment C: Qualifications of Firm**

Firm must have the capability and capacity in all respects to fully satisfy the contractual requirements.

Indicate the length of time you have been in business providing consulting services:

\_\_\_\_\_Years    \_\_\_\_\_Months

List firm’s experience and management approach as it pertains to this Request for Proposal:

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