

REQUEST FOR PROPOSALS (RFP)
No. P17006

**Payment Standards and
Submarket Consulting Services**



Table of Contents

[Table No. 1]

Section	Description	Page
	Introduction	3
	RFP Information at a Glance	3
1.0	The MPHA’s Reservation of Rights	4
2.0	Scope of Work/Technical Specifications	5
2.1	Background	5
2.2	Specific Requirements and Deliverables	5
2.3	Timeline and Ongoing Revisions	7
2.4	Proposed Pricing	8
3.0	Proposal Format	9
3.1	Tabbed Proposal Submittal	9
3.2	Entry of Proposed Fees	11
3.3	Additional Information Pertaining to the Pricing Items	12
3.4	Proposal Submission	12
3.5	Proposer’s Responsibilities — Contact with the MPHA	13
3.6	Proposer’s Responsibilities — Equal Employment Opportunity and Supplier Diversity	14
3.7	Pre-Proposal Conference Call	17
3.8	Recap of Attachments	17
4.0	Proposal Evaluation	19
4.1	Objective/Subjective Evaluation Factors	19
4.2	Evaluation Plan	20
5.0	Contract Award	23
5.1	Contract Award Procedure	23
5.2	Contract Conditions	23
5.3	Contract Period	24
5.4	Licensing and Insurance Requirements	24
5.5	Contract Service Standards	25
5.6	Prompt Return of Contract Documents	25
5.7	State and Federal Data Practices Act	25

Request for Proposals (RFP) No. P17006, Payment Standards and Submarket Consulting Services

INTRODUCTION

The Minneapolis Public Housing Authority (MPHA) is a public entity that was formed in 1991 to provide federally subsidized housing and housing assistance to low-income families, in the City of Minneapolis, MN. The MPHA is headed by an Executive Director and is governed by a nine-person board of commissioners and is subject to the requirements of Title 2 of the Code of Federal Regulations (CFR) and the MPHA’s Procurement Policy.

Currently, the MPHA owns and/or manages: (a) 42 high-rise apartment complexes totaling 5,006 units; (b) 753 scattered site units throughout the City of Minneapolis; (c) 184 townhome units in the Glendale family development; and (d) administers over 5,000 Section 8 Housing Choice Vouchers. The MPHA currently employs approximately 280 employees.

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

RFP INFORMATION AT A GLANCE

[Table No. 2]

CONTACT PERSON (NOTE: Unless otherwise specified, any reference to “Buyer” shall be a reference to Ms. LeRoy.)	Ayla LeRoy, Buyer Telephone (612) 342-1478, TDD/TTY: (800) 627-3529 E-mail: aleroy@mplspha.org
HOW TO OBTAIN THE RFP DOCUMENTS	1. Go to the MPHA’s website at www.mphaonline.org ; 2. Click on “Vendors” at the top of the page; then 3. Click on “Contracting Opportunities”. The RFP documents can be found under the “Request for Proposals” section of the page.
PRE-PROPOSAL CONFERENCE CALL	DATE: 5/10/17 TIME: 2:00 PM CST CALL IN NUMBER: (612) 342-1234 (no passcode needed)
DEADLINE TO SUBMIT QUESTIONS	All questions shall be submitted to aleroy@mplspha.org by Friday, May 12, 2017 at 3:00 PM CST
PROPOSAL SUBMITAL RETURN & DEADLINE	Proposals shall be submitted by Wednesday, May 24, 2017 at 3:00 PM CST to: Minneapolis Public Housing Authority Attn: Ayla LeRoy, 1001 Washington Ave N Minneapolis, MN 55401. As detailed in Section 3.4, proposal submittals shall include 4 copies (1 original and 3 exact copies) and 1 copy of the <i>Proposed Fee Schedule</i> submitted in a separate sealed envelope.

- 1.0 THE MPHA'S RESERVATION OF RIGHTS.** The MPHA reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the MPHA to be in its best interests.
 - 1.2 Right to Not Award.** Not award a contract pursuant to this RFP.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon, 10 days written notice to the contractor(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours and locations that the successful proposer (Contractor) shall provide the services called for in this RFP.
 - 1.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days after the deadline for receiving proposals without the written consent of the MPHA.
 - 1.6 Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
 - 1.7 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
 - 1.8 Right to Prohibit.** At any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing and downloading this document, each prospective proposer agrees to abide by all terms and conditions listed in this document, and further agrees that he/she will inform the MPHA in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the MPHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the MPHA, but not the prospective proposer, of any responsibility pertaining to such issue.

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The MPHA seeks proposals from qualified entities to provide the following detailed services:

2.1 Background. The Housing Choice Voucher (HCV) program is funded by the U.S. Department of Housing and Urban Development (HUD), which provides housing subsidies to income eligible households in the private market. HUD establishes Fair Market Rents (FMR) for several thousand local markets across the county. The FMR is the gross rental rate for modest housing including all essential utilities. FMRs are published for studio, one-bedroom, two-bedroom, three-bedroom, and four-bedroom units. The FMR is used to determine the maximum subsidy that the HCV program can pay for a unit, adjustments above or below the FMR are referred to as the payment standard.

HUD's methodology for establishing FMRs requires the analysis of a large-enough sample size to ensure, with a 95 percent probability, that the FMRs are within 5 to 10 percent of what would be found if all rents were included. HUD's three primary sources of data used to determine the FMRs are: the decennial census; the American Housing Survey; and Random Digit Dialing surveys.

The MPHA administers its HCV program for income eligible households in the private rental market, and administers over 5,000 vouchers in the City of Minneapolis. As a Moving to Work (MTW) agency, the MPHA has the financial, legal and regulatory flexibility to implement local solutions to address local challenges in providing affordable housing, including developing its own Payment Standards to calculate subsidies under the HCV program. The MPHA's Payment Standards are used in place of the HUD-determined FMRs and promote upward mobility among HCV participants. The MPHA's existing payment standards are found in Attachment J to this RFP.

This RFP is also a result of a study of the MPHA's voucher mobility efforts. The study titled "Enhancements and Best Practices to Expand Resident Choice and Mobility in Minneapolis" was conducted by Quadel Consulting & Training and is included as Attachment K to this RFP. Quadel completed a review of the MPHA's mobility program, and related concentrations of vouchers and other neighborhood considerations were discussed. The final report was made available to the MPHA and the City of Minneapolis in early 2017.

The MPHA seeks a successful proposer (Contractor) who is qualified to plan and conduct a market analysis, update the list of rental submarkets, and propose updates to the MPHA's Payment Standards Structure.

2.2 Specific Requirements and Deliverables. The MPHA seeks three deliverables from the Contractor:

- 2.2.1** The first deliverable shall include a detailed assessment report explaining the Contractor's observations and findings as related to rent ranges and submarkets in Minneapolis. The Contractor shall also develop comprehensive, informative and explanatory maps and related illustrations to explain and support its observations and findings.

The assessment report shall include:

- 2.2.1.1** A review and map of submarkets by zip code, Census Tract (CT), and the City neighborhood designation (Attachment H to this RFP includes a map of the City neighborhoods by ward); the City neighborhood boundaries may not align with either CT or zip codes and one of the tasks of the successful contractor is to study the mapping and overlay of the CT, zip codes and neighborhood to determine if the City neighborhood boundaries can be used, alone or in small groupings, to define a sub-market; in considering the use of the City neighborhoods the successful contractor will provide a recommendation on how, or if, the City neighborhood boundaries can be used to set payment standards; and

- 2.2.1.2** Characteristics of each submarket, including:

2.2.1.2.1 Number of single-family, duplex, condominium, senior/disabled, and multi-family homes in each submarket;

2.2.1.2.2 Average square footage, amenities, utility arrangements, and age of properties for studio, 1, 2-, 3-, 4-, 5-, and 6-bedroom units in each submarket; and

2.2.1.2.3 Supply and demand characteristics for each submarket.

Opportunity map for each of the 3 proposed submarket boundaries; these opportunity areas should be based on the following factors: segregation; income inequality; family structure; social capital; and school quality. Note: These factors align with research being conducted by

Raj Chetty and others. Preliminary work in other markets by the Chetty team suggests that places with stronger family structures as measured by the fraction of two-parent households tend to promote high outcomes for low-income children. For social capital, crime rates are a pretty good measure; the basic idea is capturing a measure of civic engagement and social trust. For segregation and income inequality, the idea here is that growing up in an isolated community of concentrated poverty tends to promote lower outcomes; it would be useful to think about preventing the rise of those types of areas and helping children get out of those areas. For school quality, there is a strong correlation using test scores and dropout rates.

2.2.2 The second deliverable shall include a description of and supporting data for any recommended changes to submarket boundaries and payment standards. This shall include: (1) recommended Payment Standards range; (2) data to show how Payment Standards were determined; (3) documentation of process on how Payment Standards were determined; (4) report on characteristics of each submarket; and (5) projection of Payment Standards for one year following the study.

2.2.3 The third deliverable shall include a comprehensive impact analysis specifying the impact of the proposed Payment Standards structure which shall:

2.2.3.1 State the overall change in programmatic costs (increase or decrease in Housing Assistance Payments, which is the amount of annual subsidy provided each year to landlords in the program);

2.2.3.2 Provide detail on the change in subsidy per unit size in each submarket (zip code, Census Tract, and Neighborhood); and

2.2.3.3 Identify the dollar value of the impact to program participants.

2.3 Timeline and Ongoing Revisions. All three deliverables are due to the MPHA within four months of the contract start date. The Contractor will work closely with the MPHA staff and provide biweekly briefings to ensure consistency and avoid

discrepancies with observed local rental market trends. The final report shall be provided in draft form for review by the MPHA. Upon approval, the contractor will issue a final report. The presentation of the draft report will require a site visit to brief and review results with the MPHA staff.

The MPHA may require the Payment Standards to be reviewed and updated annually after the initial determination to ensure that the MPHA's Payment Standards properly reflect current market conditions.

The Contractor shall submit professional reports electronically to the MPHA using Microsoft Office, unless another format is requested and agreed upon by both the Contractor and the MPHA in advance.

2.4 Proposed Pricing. Proposers shall submit a pricing proposal with a base price and two deductive alternates as described below:

2.4.1 The **Pricing Item 1** shall include all deliverables and submarkets specified in Section 2.2.

2.4.2 The **Pricing Item 2** shall be to propose costs for annual updates to all of the deliverables.

2.4.3 The **Deductive Alternate 1a** shall exclude the City Neighborhoods submarket from analysis.

2.4.4 The **Deductive Alternate 1b** shall exclude the Neighborhoods submarket from the annual updates to deliverables.

2.4.5 The **Deductive Alternate 2a** shall exclude both the Neighborhoods and the Census Tract submarkets from analysis.

2.4.6 The **Deductive Alternate 2b** shall exclude both the Neighborhoods and the Census Tract submarkets from the annual updates to deliverables.

3.0 PROPOSAL FORMAT.

3.1 Tabbed Proposal Submittal. The MPHA intends to retain a Contractor pursuant to a “Best Value” basis, not a “Low Cost” basis, meaning, as detailed in Section 4.0, the MPHA will consider factors other than cost in making the award decision. Therefore, so that the MPHA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement that the MPHA has published herein or issued by addendum.

[Table No. 3]

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal. This Form is attached as Attachment B to this RFP document. This 1-page Form must be fully completed, signed, and submitted under this tab as a part of the proposal submittal.
3.1.2	2	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> This Form is attached as Attachment C to this RFP document. This 2-page Form must be fully completed, signed, and submitted under this tab as a part of the proposal submittal.
3.1.3	3	Profile of Firm Form. The Profile of Firm Form is attached as Attachment D to this RFP document. This 2-page Form must be fully completed, signed, and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services. The proposer shall place under this tab documentation further explaining the proposer’s services and showing how the proposer intends to fulfill the requirements of Section 2.0, including but not limited to:

3.1.4.1		<p>As detailed in Section 4.1, Evaluation Factor No. 2, the proposer’s PROJECT APPROACH including:</p> <ul style="list-style-type: none"> • Demonstrated understanding of the MPHA’s requirements; • Description and timeline of the methodology for how the proposer will demonstrate its approach to the three deliverables outlined in the Scope of Work; • Data required from the MPHA; • Need for on-site inspections or review work; and • Demonstration of meeting the project timeline within the established deadlines.
3.1.4.2		<p>As detailed in Section 4.1, Evaluation Factor No. 3, the proposer’s QUALIFICATIONS AND EXPERIENCE including:</p> <ul style="list-style-type: none"> • Proposer’s previous experience with providing like services to clients comparable to the MPHA, including Moving to Work agencies; • Proposer’s and project team’s technical qualifications, experience, expertise and credentials to provide the services as outlined in the Scope of Work; • Record of completing work on schedule; and • Quality client references.
3.1.5	5	<p>Managerial Capacity/Financial Viability. Proposers shall submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumés for the persons identified in areas (5) and (6) of Attachment D, <i>Profile of Firm Form</i>. Such information shall include the proposer’s qualifications to provide the services and a description of the background and current organization of the firm, including a current organizational chart.</p>
3.1.6	6	<p>Client Information. Proposers shall submit a listing of former or current clients for whom the proposer has performed similar or like services to those being proposed herein. Each listing shall, at a minimum, include:</p> <ul style="list-style-type: none"> • Client’s name; • Client’s contact name; • Client’s telephone number and e-mail address; • A brief narrative description and scope of the service(s); and • Dates the services were provided.

3.1.7	7	Equal Employment Opportunity/Supplier Diversity. Proposers shall submit under this tab a copy of their Equal Employment Opportunity Policy and a complete description of the positive steps they will take to ensure compliance with the regulations detailed in Section 3.6 pertaining to supplier diversity (e.g. small, minority, and women-owned businesses).
3.1.8	8	Subcontractor/Joint Venture Information (Optional). Proposers shall identify under this tab whether he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. All information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	9	Section 3 Business Preference Documentation (Optional). For any proposer claiming a Section 3 Business Preference, he/she shall include under this tab the fully completed and signed Section 3 Submittal Form attached as Attachment E and any documentation required by that form.
3.1.10	10	Section 3 Hires (Optional). Section 3 hires may be documented under this tab; the contractor will provide a description as to how the Section 3 hire(s) will be trained and used by the contractor; the contractor must pay the required minimum wage established by the City of Minneapolis at the time of any Section 3 hire.
3.1.11	11	Other Information (Optional). Proposers may include under this tab any other general information that the proposer believes is appropriate to assist the MPHA in its evaluation.
3.1.12	Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please place there under a statement such as “No information is being placed under this tab” or “This tab left intentionally blank.” Do not eliminate any of the tabs.	
3.1.13	Proposal Submittal Binding Method. Proposers should bind their proposal submittals in such a manner that the MPHA can, if needed, remove the binding (i.e. “spiral-type” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.	

3.2 Proposed Fee Schedule. Proposers shall submit Attachment A, Proposed Fee Schedule, in a sealed envelope, **separate from the rest of the proposal**. Unless otherwise stated, all proposed fees are all-inclusive of all related costs that the Contractor will incur to provide the noted services, including but not limited to:

employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; mileage; shipping; document copying; etc.

3.3 Additional Information Pertaining to the above Pricing Items.

3.3.1 Quantities. All quantities entered by the MPHA herein are for calculating purposes only, and are estimates only pertaining to estimated annual usage. The MPHA reserves the right to order from the Contractor, on a task order basis, any amount of services the MPHA requires.

3.3.2 Entry of Fees. Proposers are required to submit a realistic and reasonable fee for each Pricing Item detailed in Attachment A. No additional proposal prices can or will be received after the proposal submittal deadline. Any proposer that does not comply with this requirement may be rejected without further consideration. The MPHA will not, after the submittal deadline, negotiate an increase to any unit costs or fees. The MPHA reserves the right to not award to any proposer that, in the opinion of the MPHA, proposes any cost that is deemed by the MPHA to be unreasonable and/or unrealistic.

3.3.3 No Deposit/No Retainer. The MPHA will not pay any deposit or retainer fees because of the award of the ensuing contract. This means that the MPHA will pay the Contractor only for the actual provision of services.

3.3.4 Taxes. All persons doing business with the MPHA are hereby made aware that, as of January 1, 2017, MPHA is exempt from paying Minnesota State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request. However, Contractors must pay sales or use tax on the cost of all materials, supplies, and equipment to complete a construction contract unless authorized to act as the MPHA's purchasing agent.

3.3.5 Additional Related Work that May be Required. The MPHA reserves the right to retain the Contractor to perform additional services if determined to be in its best interests.

3.4 Proposal Submission. Proposals must be submitted and time-stamped received in the designated MPHA Procurement Office by no later than the submittal deadline stated herein. A total of 4 proposal submittals (1 original signature and 3 exact copies, including extending tabs) and 1 copy of Attachment A, Proposed Fee Schedule (placed

in a separate sealed envelope), shall be placed unfolded in a sealed package and addressed to:

**Minneapolis Public Housing Authority
Attention: Ayla LeRoy, Buyer
1001 Washington Ave N, Suite 204, Minneapolis, MN 55401**

- 3.4.1** The package exterior must clearly denote the above noted RFP number and must state the proposer's name and return address. Proposals received after the published deadline will not be accepted.
- 3.4.2** **Submission Conditions.** Do not fold or make any additional marks, notations or requirements on the documents to be submitted. Proposers shall not change any requirements or forms contained herein, either by making or entering onto these documents any revisions or additions. If any such additional marks, notations or requirements are entered on any of the documents that are submitted to the MPHA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the MPHA decides that any such entry has not changed the intent of the proposal that the MPHA intended to receive, the MPHA may accept and consider the proposal. By accessing and downloading these documents, each prospective proposer agrees to confirm all notices that the MPHA delivers to him/her as instructed. By submitting a proposal, the proposer agrees to abide by all terms and conditions published herein and by addendum pertaining to this RFP.
- 3.4.3** **Submission Responsibilities.** Proposers shall be responsible to be aware of and abide by all dates, times, conditions, requirements and specifications set forth in all applicable documents issued by the MPHA, including the RFP document, the documents listed in Section 3.8, and any addenda and required attachments submitted by the proposer. By completing, signing and submitting the documents, the proposer agrees to comply with all conditions and requirements set forth in those documents. Written notice from the proposer not authorized in writing by the MPHA to exclude any of the MPHA's requirements contained in the documents may cause that proposer to not be considered for award.
- 3.5** **Proposer's Responsibilities — Contact with the MPHA.** Proposers are responsible to address all communication and correspondence pertaining to this RFP process to the designated Buyer only. Proposers must not make inquiries or communicate with any other MPHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the MPHA to not consider a proposal submittal.

3.5.1 Addendums. All questions and requests for information shall be addressed in writing to the Buyer who will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the Buyer will not conduct any substantive conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers cannot call the Buyer; it simply means that, other than directing the prospective proposer to where his/her answer has already been issued in the solicitation documents, the Buyer may not respond to such inquiries but will direct the prospective proposer to submit such inquiry in writing so that the Buyer can fairly respond to all prospective proposers in writing by addendum.

3.6 Proposer's Responsibilities — Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the MPHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.6.1 2 CFR § 200.321 states:

3.6.1.1 Contracting with small and minority businesses, women's business enterprises and labor surplus area firms.

3.6.1.2 (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.6.1.3 (b) Affirmative steps must include:

3.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3.6.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by

small and minority businesses, and women's business enterprises;

3.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

3.6.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

3.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.6.2 HUD Procurement Handbook 7460.8 REV 2 states:

3.6.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.

3.6.2.2 Section 15.5.B, Goals. <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.6.3 Section 3 Hiring Options. As detailed in 24 CFR § 135.38, *Section 3 clause*, the following required clauses shall be incorporated into any ensuing contract:

- 3.6.3.1** The work to be performed under the ensuing contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701U (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of HUD assistance for housing.
- 3.6.3.2** The Contractor and the MPHA shall agree to comply with HUD's regulations in 24 CFR part 135, which implements section 3. As evidenced by their execution of the contract, the Contractor and the MPHA shall certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 3.6.3.3** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions and the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 3.6.3.4** The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor shall not subcontract with any subcontractor where the Contractor has notice of knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

3.6.3.5 The Contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 CFR Part 135.

3.6.3.6 Noncompliance with HUD’s regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

3.6.4 Requirements. Accordingly, see Section 3.1.7 in Table No. 3, which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance with these regulations.

3.7 Pre-Proposal Conference Call. The MPHA will conduct a pre-proposal conference call to review the proposal and take any questions regarding this RFP. If required as a result of the conference call, the MPHA will issue an addendum to the RFP.

3.8 Recap of Attachments. Each proposer shall verify that he/she has downloaded the following attachments pertaining to this RFP, which are included by reference as a part of this RFP:

[Table No. 5]

RFP Section	Document No.	Attachment	Description
3.8.1	1.0		This RFP Document
3.8.2	2.0	A	Proposed Fee Schedule
3.8.3	3.0	B	Form of Proposal
3.8.4	4.0	C	HUD Form 5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.8.5	5.0	D	Profile of Firm Form
3.8.6	6.0	E	Section 3 Submittal Form
3.8.6.1	6.1	E-1	Section 3 Explanation
3.8.7	7.0	F	HUD Form 5369-B, <i>Instructions to Offerors, Non-Construction</i>
3.8.8	8.0	G	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only. The MPHA

Request for Proposals (RFP) No. P17006, Payment Standards and Submarket Consulting Services

			reserves the right to revise any clause herein and/or to include any additional clauses that the MPHA feels are in its best interests)
3.8.8.1	8.1	G-1	Sample Contract Appendix No. 1: <i>HUD Form 5370-C, General Conditions for Non-Construction Contracts, Section I – (With or without Maintenance Work)</i>
3.8.8.2	8.2	G-2	Sample Contract Appendix No. 2: <i>Section 3 Plan</i>
3.8.8.3	8.3	G-3	Sample Contract Appendix No. 3: <i>Data Privacy Statement</i>
3.8.9	9.0	H	City of Minneapolis Maps by Zip Code, Census Tract and Neighborhood
3.8.10	10.0	I	HUD Published FY2017 FMRs
3.8.11	11.0	J	The MPHA's Existing Payment Standards
3.8.12	12.0	K	Quadel Report

4.0 PROPOSAL EVALUATION.

4.1 Evaluation Factors. The following factors will be utilized by the MPHA to evaluate each proposal submittal received. Award of points for each listed factor will be based upon the documentation that the proposer submits in his/her hard-copy proposal submittal and proposed online pricing:

[Table No. 6]

No.	Max Point Value	Factor Description
1	20 points	PROPOSED FEES for services submitted by the proposer.
2	40 points	PROJECT APPROACH including: <ul style="list-style-type: none"> • Demonstrated understanding of the MPHA’s requirements for services; • Description and timeline of the methodology for how the proposer will demonstrate its approach to the three deliverables outlined in the Scope of Work; and • Demonstration of meeting the project timeline within the established deadlines.
3	40 points	QUALIFICATIONS AND EXPERIENCE including: <ul style="list-style-type: none"> • Proposer’s previous experience with providing like services to clients comparable to the MPHA, including Moving To Work agencies; • Proposer’s and project team’s technical qualifications, experience, expertise and credentials to provide the services as outlined in the Scope of Work; • Record of completing work on schedule; and • Quality client references.
	100 points	Total Points

4.1.1 Section 3 Business Preference Evaluation Factor. The following factors will be utilized by the Buyer to evaluate each proposal submittal received.

[Table No. 6a]

No.	Max Point Value	Factor Description
7		SECTION 3 BUSINESS PREFERENCE PARTICIPATION. A firm may qualify for Section 3 status as detailed in Attachments E and E-1 (NOTE: A max of 15 points awarded).
7a	15 points	Priority I, Category 1a. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Request for Proposals (RFP) No. P17006, Payment Standards and Submarket Consulting Services

7b	13 points	Priority II, Category 1b. Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
7c	11 points	Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
7d	9 points	Priority IV, Category 2b. Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
7e	7 points	Priority V, Category 3. Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
7f	5 points	Priority VI, Category 4a. Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
7g	3 points	Priority VII, Category 4b. Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
7h	15 points	Maximum Available Preference Points (Additional)
	115 points	Total Possible Points

4.2 Evaluation Plan.

4.2.1 Initial Evaluation for Responsiveness. Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum requirements).

4.2.2 Evaluation Packet. An evaluation packet will be prepared for each evaluator, including the following documents:

4.2.2.1 Instructions to Evaluators;

- 4.2.2.2 Proposal Tabulation Form;
 - 4.2.2.3 Written Narrative Form for each proposer;
 - 4.2.2.4 Recap of each proposer's responsiveness;
 - 4.2.2.5 Copy of all pertinent RFP documents.
- 4.2.3 **Evaluation Committee.** The MPHA anticipates that it will select a 3-person committee to evaluate each of the responsive hard-copy proposals submitted in response to this RFP. No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she shall not make any attempt to contact or discuss with such person anything related to this RFP. As detailed in Section 3.5, the designated Buyer is the only person at the MPHA that proposers may contact regarding this RFP. Failure to abide by this requirement may cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 **Evaluation.** The Buyer will evaluate and award points pertaining to Evaluation Factor No. 1. The evaluation committee, independent of the Buyer or any other person at the MPHA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2 and 3. Upon completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Buyer.
- 4.2.5 **Potential "Competitive Range" or "Best and Finals" Negotiations.** The MPHA reserves the right to, as detailed in Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the MPHA in a timely manner.
- 4.2.6 **Determination of Top-ranked Proposer.** The calculation of each proposer's total amount of points will determine the final rankings.
- 4.2.6.1 **Minimum Evaluation Results.** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points detailed in Section 4.1.

4.2.6.2 Ties. In the case of a tie in points awarded, the award shall be decided as detailed in Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

4.2.7 Notice of Results of Evaluation. If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

4.2.7.1 Which proposer received the award;

4.2.7.2 Where each proposer placed in the process as a result of the evaluation of the proposals received;

4.2.7.3 The cost or financial offers received from each proposer;

4.2.7.4 Each proposer’s right to a debriefing and to protest.

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

5.0 CONTRACT AWARD.

5.1 Contract Award Procedure. By completing, executing and submitting a proposal, the proposer agrees to abide by all terms and conditions pertaining to this RFP as issued by the MPHA including the contract clauses attached as Attachments G, and G-1 through G-3. Accordingly, the MPHA has no responsibility to conduct any negotiations pertaining to the contract clauses already published after the submittal deadline.

5.2 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the MPHA pursuant to this RFP:

5.2.1 Contract Form. The MPHA will not execute a contract on the Contractor's forms; contracts will only be executed on the MPHA's forms (see Sample Contract, Attachments G, G-1 through G-3), and by submitting a proposal the Contractor agrees to do so. The MPHA reserves the right to amend this form as the MPHA deems necessary. However, the MPHA will during the RFP process, prior to the posted question deadline, consider any contract clauses that the proposer wishes to include and submits in writing a request for the MPHA to do so. Failure of the MPHA to include such clauses does not give the Contractor the right to refuse to execute the MPHA's contract form. Each prospective proposer shall notify the MPHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract. The MPHA will consider and respond to such written correspondence. If the prospective proposer is not willing to abide by the MPHA's decision, then that proposer shall be deemed ineligible to submit a proposal.

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

5.2.3 Unauthorized Sub-contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the MPHA. Any purported assignment of interest or delegation of duty, without the prior written consent of the MPHA shall be void and may result in the cancellation of the contract with the MPHA, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the MPHA.

- 5.2.4 Prior Written Approval Required from the MPHA.** The Contractor shall not, at any time during the ensuing contract period(s), conduct any work without the prior written authorization received from the MPHA. Failure to abide by this directive shall release the MPHA of any obligation to pay the Contractor for any such work conducted without the noted prior written authorization.
- 5.3 Contract Period.** The MPHA anticipates that it will initially award a contract for the period of 3 years with the option, at the MPHA's discretion, of 2 additional 1-year option periods, for a total maximum contract period of 5 years.
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the Contractor will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier. Insurance coverage shall include Statutory Workers' Compensation including Employers Liability, with policy limits of \$500,000 per incident;
- 5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the MPHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the MPHA as an additional insured under said policy (minimum of \$1,500,000 each occurrence, general aggregate minimum limit of \$1,500,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;
- 5.4.3 Professional Liability Insurance.** An original certificate showing the Contractor's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a maximum deductible amount of \$5,000;
- 5.4.4 Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
- 5.4.5 City/County/State Business License.** If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Minneapolis, Hennepin County, and/or the State of Minnesota.

- 5.4.6 Certificates/Profile of Firm Form.** Pertaining to the insurance certificates and licenses detailed in Sections 5.4.1 through 5.4.5, each proposer is required to enter related information where provided on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses in the proposal submittal. The MPHA will garner the necessary documents from the Contractor prior to contract execution).
- 5.5 Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 5.6 Prompt Return of Contract Documents.** All documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the MPHA within 10 work days of notification by the MPHA.
- 5.7 State and Federal Data Practices Act.** The Contractor may have access to information or data that is classified as “not or non-public” under the Minnesota Government Data Practices Act or applicable Federal law. The Contractor shall maintain the confidential nature of any data or information received while providing services. The unauthorized disclosure of “not or non-public” data may be subject to civil and criminal penalties under the Minnesota Government Data Practices Act and applicable Federal law.