

### RFP INFORMATION AT A GLANCE

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HOW TO OBTAIN THE RFP DOCUMENTS	<ul style="list-style-type: none"> <li>➤ <a href="http://www.morristownpha.org">www.morristownpha.org</a></li> <li>➤ <a href="http://www.tahranet.org">www.tahranet.org</a></li> <li>➤ <a href="http://www.serc-nahro.org">www.serc-nahro.org</a></li> </ul>
PRE-PROPOSAL CONFERENCE	Thursday, February 9, 2023 @ 10:00 a.m. John R. Johnson Community Building 815 Tulip Street, Morristown, TN 37814
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	<ol style="list-style-type: none"> <li>1. As directed within Section 3.2 of the RFP document, submit pricing as required where provided.</li> <li>2. As instructed within Section 3.0 of the RFP document, submit proposal to the HA main office.</li> </ol>
PROPOSAL SUBMITAL RETURN & DEADLINE	*Thursday, February 23, 2023 Morristown Housing Authority 600 Sulphur Springs Road, Morristown, TN 37814 *(Proposals must be received in-hand and time-stamped by the HA no later than 2:00 p.m. on this date).

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### Special Instruction to Proposers

#### 1. Background And Intent

Morristown Housing Authority (MHA) is the public housing Authority located in Morristown, Tennessee. MHA's public housing property portfolio includes nine housing properties with 672 dwelling units. MHA also oversees approximately 432 Section 8 Vouchers & four (4) market safe units.

- a. MHA will undertake several initiatives to redesign its public housing portfolio, including unit demolition, design, new construction and redevelopment
- b. MHA intends for this solicitation to result in the selection of one company to assist with project feasibility and redevelopment, coordination of the project-team selection process and to provide project management services.

#### 2. Errors And Deficiencies

The successful proposer will be required to revise any material prepared under an agreement resulting from this RFP without additional compensation if it is determined that the proposer is responsible for errors or deficiencies.

#### 3. Evaluation

MHA will evaluate the responses to this solicitation on the criteria noted below. However, all proposals are subject to a determination of "responsive" and "responsible" prior to award.

## a. Criteria

Factor	Maximum Points
Professional Competence and Experience	40
Professional Staff and Project Team	30
Ability to Provide Timely Services	15
Proposed Fee (based on % of cost)	15
<b>Grand Total</b>	<b>100</b>

## b. Procedures

1. MHA will convene an evaluation team to evaluate responsive proposals using the evaluation criteria listed herein. Evaluation team members will independently review and score each proposal. Such scores will be consolidated into a master tabulation.
2. The evaluation team will then meet to review the composite scores. Evaluation team members may then discuss scores, strengths and weaknesses of proposals. Evaluation team members may adjust their scores if they choose to do so. If so, they will update their scoring sheets and turn those into the Executive Director (ED) for changing the composite score. The ED may serve on the evaluation team.
3. At this point, the evaluation team will decide whether to award to the highest scoring proposer or to determine a "shortlist" of proposers for oral presentations. If the evaluation team elects to forego the oral presentation, the process is over and a recommendation will be made to the ED. The evaluation may request oral presentations from a single entity.
4. If oral presentations are required, the Executive Director may arrange structured oral presentations by each proposer on the shortlist. The oral presentation may consist of the proposer:
  - Answering written questions that MHA provides to clarify their response.
  - Answering oral questions that arise during the presentation.

At the conclusion of the oral presentations, the evaluation team members will rank (i.e., "1," "2," or "3") the proposers that presented. The proposer receiving the most votes as "1" is the top scorer. MHA will then commence contract negotiations with that proposer. If, in MHA's opinion, it is not possible to successfully complete negotiations with the first ranked proposer, MHA may, at its sole discretion, elect to terminate those negotiations and initiate contract negotiations with the second ranked proposer.

Rejections of responses: MHA shall have the right to: (1) reject any or all responses for any reason at any time, (2) reject a response not accompanied by the data required by the Request for Proposals or (3) reject a response which is in any way incomplete or irregular, with no liability for cost incurred. Nothing contained in this Request for Proposal shall create any legal rights in favor of any respondent or create any liability or obligation on the part of MHA.

Acceptance of A Response: MHA shall have the right to accept any response, which, in MHA's judgment, is in MHA's and the project's best interest.

5. After completion of interviews and negotiations, the evaluation team will recommend an award to the ED. The evaluation team will base its recommendation on the competitiveness of the written proposal and interview. Final selection by the ED may include information obtained from reference checks, Better Business Bureau reports and other similar sources on the recommended proposer.
  6. MHA will consider as "non-responsive" any proposal from which required information is lacking, or any proposal that represents a material deviation from this RFP.
  7. MHA reserves the right to request additional information from any proposer after the submission deadline. MHA also reserves the right to reject any and all, or part(s) of any and all proposals, to select one or more proposers, or to award no contract and re-advertise this RFP; postpone or cancel the RFP process at any time, and to waive any irregularities in this RFP or in proposals received as a result of this RFP.
  8. All materials submitted pursuant to this RFP shall become the property of MHA. Information about proposals which are submitted will not be released to anyone until the process is complete and a recommendation is ready for the MHA ED. The only exception will be the evaluation team who shall evaluate the proposals. Members of the evaluation team will not release information to anyone except the Executive Director.
  9. MHA reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that affect MHA's judgement as to the appropriateness of an award to the best evaluated proposer.
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4. **General Instructions**  
MHA has included the HUD required general instructions. By submitting a response to this solicitation, the proposer accepts the responsibility for reading and abiding by the terms and conditions set forth in "MHA's and HUD's General Instructions to Vendor."
  5. **Insurance**  
Upon award the successful proposer will provide MHA with an insurance certificate, naming the HA as additionally insured, which shows that it carries at least the following minimum level

of insurance:

- a. Worker's Compensation, which meets the statutory requirements of the State of Tennessee.
- b. General Liability coverage with bodily injury and property damage limits of not less than \$1,000,000 per occurrence, \$300,000 per single person and \$100,000 property coverage.
- c. Automobile Liability coverage (if applicable) with bodily injury and property damage limits of not less than \$1,000,000/\$100,000 which protects your company during the time vehicles are used in connection with work commissioned by MHA.
- d. Upon award, MHA must be added as an additional insured as respects to this contract.
- e. A thirty (30) day cancellation notice must be provided.
- f. Any and all subcontractors must supply the above listed insurance requirements.
- g. The successful proposer shall provide MHA with an Errors and Omissions Liability Policy (E&O Policy) or Professional Liability Insurance (PLI). The minimum limits to be provided shall be \$1,000,000 per occurrence. The limits afforded by the E&O or PLI Policy shall apply only to MHA and MHA's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

**6. Ownership Of Documents**

All data prepared or obtained under this agreement shall be made available, upon request, to MHA without restriction or limitation on their use. All files, images, records, et cetera shall be the exclusive property of MHA.

**7. PROPOSER'S REPRESENTATION**

The proposer represents and warrants that it is/has:

- a. Financially solvent and that it is experienced in and competent to perform the type of work. Respondent has sufficient manpower and resources to complete the required tasks. and
- b. Is familiar with all federal, state, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

**8. PROPOSER'S RESPONSIBILITIES**

At no expense to MHA, the proposer shall:

- a. Obtain all necessary licenses.
- b. Provide competent supervision.
- c. Provide competent workers.
- d. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
- e. Perform work without unnecessarily interfering with the activities of MHA, residents or other vendors.

9. **Questions**

Questions pertaining to this document should be submitted via email with "Questions about Contract Administration for Public Housing Portfolio Redesign Services in the subject line, no later than 4:00 p.m. one week prior to the proposal due date to; [sgilbert@morristownpha.org](mailto:sgilbert@morristownpha.org) and [jgreen@morristownpha.org](mailto:jgreen@morristownpha.org). The answers to substantial questions will be posted as addenda and e-mailed to all interested parties to review.

10. **Site Examination**

- a. The proposer is encouraged to visit the site(s) and become fully acquainted and familiar with conditions as they exist and the operations to be carried out. The proposer shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions about the execution of the work.
- b. The failure or omission of the proposer to receive or examine or document any part of the specifications, or to visit the site(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the proposer of any obligation to perform as specified herein. Proposer understands the intent and purpose thereof and their obligations thereunder and that they shall not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

11. **Subcontractors**

- a. Subcontractors must be approved by MHA. Additionally, they shall not be on the Debarment List as published by the United States Department of Housing and Urban Development.
- b. It is MHA's intention to award a single contract for the work to be performed. Proposers intending to use subcontractors to perform any portion of the work shall include a description of which portion(s) of the work shall be subcontracted out, the names and addresses of the subcontractor and the expected amount of money each shall receive under

the contract.

- c. Proposers may not use the services of other proposers/subcontractors not named in the proposal without prior written permission from MHA. If at any time during the term of the resulting contract, a proposer adds or changes any subcontractor, he or she shall promptly notify MHA, in writing, of the names and addresses and the expected amount of money each new or replaced subcontractor shall receive. The proposer shall be completely responsible for the actions of its subcontractor as if the proposer directly employed them.

**11. Schedule**

MHA anticipates the following schedule for procuring the services outlined in this RFP:

February 9, 2023 2:00pm	Non-Mandatory Pre-Proposal Meeting
February 16, 2023 2:00pm	Last day to pose questions regarding the RFP
February 23, 2023	Proposals due by 2:00 p.m. EST
March 3, 2023	Proposal evaluation team finalizes recommendations
March 10, 2023	Notification is sent out to all Proposers as to the Award
	Contract to commence immediately upon signature

**Scope of Work**

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**Planning Phase**

- Coordinate with Owner to develop a preliminary project budget. Update budget periodically to reflect changes agreed to by Owner.
- Coordinate with Owner to develop a preliminary project schedule. Update schedule periodically to reflect changes agreed to by Owner.
- Assist Owner with the selection of the design team including architect and engineering consultants. Coordinate the procurement of the design team including contract document production and negotiation.
- Make recommendations and assist Owner in determining method to be used for procuring and selecting contractor.
- Coordinate and manage contractor procurement and selection process. Develop and negotiate Owner/Contractor contract subject to final approval by the Owner.
- Develop overall communications plan to include all participating stakeholders. Coordinate communication on behalf of the Owner.
- Participate in project meetings as Owner’s Representative and ensure that minutes, notes, and reports are issued as required.
- Procure and manage Owner-provided services (i.e., environmental, survey, geotechnical)
- Provide support in identifying all State, regional or local economic incentive opportunities.
- Coordinate with local utility providers to ensure necessary utility services are supplied as required.

**Design Phase**

- Monitor the design team and contractor performance for adherence to contractual obligations.
- Provide general coordination and evaluation of the activities of the design team and contractor during the design phase.
- Coordinate the design team in the production of preliminary designs for the Project and in the production of final working plans and specifications for the Project, all of which shall be subject to the final approval of Owner.
- As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, consult with the Owner and Architect and advise with regard to how the design might affect cost, scope, schedule, constructability, or quality of the Project.
- Coordinate with contractor at design phase to provide cost estimates and to provide input on potential value engineering options and feedback on constructability.
- Review estimates and advise Owner. Conduct VE efforts as required.
- Review long lead-time items identified by contractor and advise Owner. Identify early procurement requirements as necessary.
- Coordinate early design packages as necessary to meet schedule requirements.
- Provide general coordination and evaluation of the activities of the design team and contractor during the design process.
- Participate in project meetings as Owner's Representative and ensure that minutes, notes and reports are issued as required.
- Assist with the evaluation of sustainable design alternatives, alternative building systems and materials.
- Verify that design team is coordinating with local utility providers to ensure necessary utility services are designed as required.
- Monitor design team and contractor to ensure compliance with requirements by the authorities having jurisdiction for plans review and permitting.

### **Construction Phase**

- Monitor the design team and contractor performance for adherence to contractual obligations.
- Monitor and coordinate all construction administration activity, on behalf of the Owner, to ensure that submittals, RFI's and all other actions are processed in a prompt and orderly manner.
- Cause the contractor to provide detailed constructions schedule, submittal schedule and schedule of values for review. Review and advise with regard to any changes required by Owner or design team.
- Review potential changes and change orders and recommend action to Owner.
- Review site security plan
- Participate in project meetings as Owner's Representative and ensure that minutes, notes, and reports are issued as required.
- Review the progress of the work regularly, as required, to determine that the contractor's work is being performed in accordance with the requirements of the contract documents. Notify the Owner, architect, and contractor, as necessary, of observed defects or deficiencies in the work. Coordinate and monitor activities to correct any such work.
- Analyze alternative courses of action for unforeseen conditions such as material shortages, work stoppages, and/or accidents or casualties as they occur.



- Coordinate with Owner’s testing consultant(s) and contractor to ensure that required testing is being performed. Verify that record documents are being distributed, as required.
- Verify that contractor is coordinating with local utility providers to ensure necessary utility services are provided as required.
- Review contractors’ monthly payment applications and make recommendations to Owner and architect with regard to payment.
- Provide general coordination and evaluation of the activities of the design team and contractor in connection with the Project.
- Make periodic presentations to Owner, as necessary.
- Provide weekly report to Owner (verbal) and Monthly report to Owner (written).
- Track project budget line items.
- Inspect the completed project along with Architect and contractor to determine substantial completion.
- Ensure that punch lists are developed and monitor contractor’s progress in completing all punch list items.
- Coordinate with contractor and architect to ensure that project closeout and final completion are achieved as expeditiously as possible.
- In general, provide oversight of the project on behalf of the Owner.

**Project Close-Out**

- Develop checklist for required close-out documents.
- Obtain electronic as-built documents.
- Coordinate training for systems and equipment; transfer materials to operations.
- Assist Owner during one-year warranty period.
- Coordinate with contractor and architect for final warranty walk-through.
- Where necessary and not covered by contractor, assist in close-out of contracts.
- Assure delivery of attic stock (excess materials for repairs).
- Advise Owner with regard to filing of a notice of completion.
- Assist with final as-built survey completion.

**Anticipated Project Management Assignments**

Site	Project Description	Anticipated Start Date	Anticipated Completion Date	Estimated Cost
RAD Phase 2 FHA Rehab	Design, Demo, Relocation	March 2023	December 2024	\$9 Million
RAD Phase 3 Rehab	Design, Rehab, Relocation	March 2023	December 2025	Est. \$7 Million

LIHTC (50-60 units) New Construction	Design, Demo, New Construction	Fall/Winter 2023	18-24 months	Unknown
AHTF (8-12 units) New Construction	Design, Demo, New Construction	2024	18-24 Months	Unknown

**Proposal Structure Instructions**

Proposers are to follow these steps/guidelines when preparing and submitting a response.

1. Number all pages consecutively. Reference the section that you are responding as shown on the following pages.
2. Place your company's name on each page.
3. Be thorough yet succinct in responding to the above requirements. The use of tables in presenting information, where appropriate, will facilitate the evaluation team's review.
4. Submit one original document (with all pages marked "original") and five copies of the original document.
5. Fancy bindings, brochures, advertisements are not necessary.

This and the preceding pages need not be returned.

**Contract Administration Services for Public Housing Portfolio Redevelopment Activities CA-2019-0**

<b>Solicitation Document A</b>	<b>General Response Section</b>
General Information about the Proposer	
Signature	

Date	
Printed Name and Title	
Company Name	
Federal EIN/Social Security Number	
Street Address	
City/State/Zip	
Contact Person (Please Print Clearly)	
Telephone Number	
Fax Number	
Cell Number	
Proposer's e-mail address (Please Print Clearly)	
<p>Please acknowledge if any addenda have been issued by checking below as appropriate:</p> <p>Addendum 1_ Addendum 2_ Addendum 3_ Addendum 4_ Addendum 5_</p> <p>Addenda are not mailed but e-mailed to all Proposers.</p> <p>Please check for addenda prior to submitting your bid.</p>	
<p>Statistical Information</p>	
<p><b>This business is owned &amp; operated by persons at least 51% of the following ethnic background;</b></p> <p>White _ Black _ Native Americans _ Hispanic _ Asian/Pacific _ Hasidic Jew _</p> <p style="text-align: center;"><b>As defined on MHA 's webpage, this business qualifies as being:</b></p> <p>Small Business ___ Section 3 ___ Woman Owned &amp; Operated ___</p>	

<p><b>Solicitation Document B Business Information</b></p>
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Using as many pages as needed, provide the following information about the firm:

1. A narrative history including the date of inception or incorporation.
2. A narrative about the resources of the firm.

3. A narrative description of the firm and its service offerings.
4. Experience in handling governmental and/or public housing projects. This is direct experience relating to real estate development experience in the low-income housing industry, work for local housing authorities, work with the Department of Housing and Urban Development and experience with other governmental jurisdictions.

The information provided should include, but not be limited to, the names of clients, scope of work performed, dates of engagements, and a contact person who can render an opinion on the quality of services provided by the proposer.

5. Number of similar projects completed by the firm.
6. Each proposer must submit evidence that it has the financial capacity to deliver the completed project in accordance with the commitments made in its proposal. Such evidence shall include financial statements of the proposer (or such other entities or individuals who will guarantee the proposer's performance) for the last fiscal year.

<b>Solicitation Document C</b>
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<b>Personnel Qualification Information</b>
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Using as many pages as needed, provide the following information for each employee whose project responsibilities are considered to be significant for these projects.

1. Present two organizational charts:
  - a. The entire organization
  - b. One which identifies the key individuals and their proposed roles.
2. The names of the principal-in-charge and any other key lead personnel.
3. A one to three paragraph summary assessment of the person assigned as MHA's main contact as well as one to three paragraphs on who will be day to day contact. Include their background, education information and current position with the firm. There should be a particular focus on prior experience in affordable housing development. Substitutions for key personnel listed to complete task must be with equally qualified persons and must be approved by MHA prior to assignment to MHA work.
4. A statement of the years of experience for each proposed employee:

- a. Years with current firm (list titles and start dates)
  - b. Years in the industry (list titles, dates and employers)
5. A list of five major accounts/projects that the person has been involved in, using the following format:

**Employee Name**

<u>Employee Name</u>	<u>Role the employee played</u>	<u>Cost of Project</u>	<u>Description</u>
Name of Project One	Role the employee played	Cost of Project	Description
Name of Project Two	Role the employee played	Cost of Project	Description
Name of Project Three	Role the employee played	Cost of Project	Description
Name of Project Four	Role the employee played	Cost of Project	Description
Name of Project Five	Role the employee played	Cost of Project	Description

- 6. Any current certifications applicable to the professional services the employee will provide.

<b>Solicitation Document D</b>	<b>Timelines</b>
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- 1. Each proposer shall detail current and future projects contemplated which are anticipated to coincide with this engagement and relate the impact of such work on the schedule anticipated for this job.
- 1. Each proposer shall submit a suggested timeframe for the completion of MHA's work.

<b>Solicitation Document E</b>	<b>Cost</b>
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- 1. Each proposer shall include in its proposal the guaranteed turnkey price at which it is willing to deliver the completed projects envisioned by MHA. **This price can be a percentage of cost or a fixed fee.**
- 2. In addition to the turnkey price, proposers are to list services not included in the turnkey cost and to indicate their cost. Proposers may also list other optional services that they can provide.

<b>Solicitation Document F                      References of Similar Projects</b>
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*Provide references that you have performed similar work for during the last five years. If possible, provide low-income housing references*

One

Name of the entity that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the services provided	
Number of units involved	
Contract began	
Contract ended	
Approximate dollar value of the contract	\$

<b>Solicitation Document F                      References - Continued</b>
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Two

Name of the entity that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the services provided	
Number of units involved	

Contract began	
Contract ended	
Approximate dollar value of the contract	\$

Three

Name of the entity that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the services provided	
Number of units involved	
Contract began	
Contract ended	
Approximate dollar value of the contract	\$

Four

Name of the entity that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the services provided	
Number of units involved	
Contract began	
Contract ended	

Approximate dollar value of the contract	\$
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Five

Name of the entity that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the services provided	
Number of units involved	
Contract began	
Contract ended	
Approximate dollar value of the contract	\$

<b>Solicitation Document G</b>	<b>Affidavits</b>
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**NON-COLLUSION AFFIDAVIT**

1. He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such proposal is genuine and is not a collusive or sham proposal;
3. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, proposer, or person to submit a collusive or sham proposal in connection with the contract or agreement for which the attached proposal has been submitted or to refrain from making a proposal in connection **with such contract or agreement, or collusion or communication or conference with**



**any other proposer, or, to fix any** overhead, profit, or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against MHA or any person **interested in the proposed contract or agreement;**  
**and**

4. The price or prices in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, **connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.**

#### **Affidavit Of Eligibility**

1. The responder is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Shennan Anti-Trust Act, mail fraud or state criminal violations with a contract let by the State of Tennessee or any political subdivision of the State of Tennessee.
2. No commissioner or officer of MHA or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for MHA has a direct interest in the responder.

#### **Illegal Immigrants**

1. The State of Tennessee amended the Tennessee Code Annotated, Title 12, Chapter 4 to prohibit contracting with proposers that knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the state or a state entity. Additionally, such proposers may not knowingly contract with sub-contractors who utilize the service of illegal immigrants.
2. By signing below the proposer agrees that:
  - a. The proposer does not knowingly utilize the services of illegal immigrants in the performance of contracts.
  - b. The proposer agrees that the State may conduct random checks of personnel records as it pertains to this issue.
  - c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Additionally, violation of this requirement may result in the proposer being prohibited from submitting proposals for a period of one year.

_____	_____
(Vendor)	(Signature)
_____	_____
(Title)	(Date)

Subscribed and sworn before me this \_\_\_\_\_ day of 20\_\_\_\_

\_\_\_\_\_

**My commission expires:** \_\_\_\_\_

Notary Public