

## RESOLUTION NO. 2024 – JHA – 20

### TO AUTHORIZE THE AGENCY TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR COMPENSATION, PAY EQUITY AND CULTURE STUDY

**WHEREAS**, the current collective bargaining agreement between the Jacksonville Housing Authority and AFSCME Local 79 will expire on September 30, 2024; and

**WHEREAS**, at its February 16, 2024 Human Resources Committee Meeting, the Jacksonville Housing Authority Board of Commissioners discussed their desire to have information about the appropriateness and competitiveness of the Agency's current positions, and directed staff to initiate the process to solicit competitive bids to retain a firm to conduct a compensation and pay equity study for the Agency as well as comprehensive employee culture assessment survey for the Agency employees; and

**WHEREAS**, staff has prepared the attached Request for Proposals for Compensation and Pay Equity study, to include a culture survey, to solicit competitive proposals for the approval of the Jacksonville Housing Authority Board of Commissioners for its approval as Exhibit A; and

**NOW, THEREFORE, BE IT RESOLVED BY THE JACKSONVILLE HOUSING AUTHORITY THAT**, the Jacksonville Housing Authority Board of Commissioners hereby authorizes Jacksonville Housing Authority to the issue the attached Request for Proposals (RFP) No. 2024-103 for Compensation and Pay Equity Study for the Jacksonville Housing Authority Board of Commissioners.

**ADOPTED:**

*Heather Horovitz*

**Heather Horovitz, Board Chair**

5/15/2024

**Date**

  
**Approved by Office of General Counsel**

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Resolution No. 2024 – JHA – 20  
Authorize Issuance of Compensation Study RFP

# **EXHIBIT A**

**RFP No. 2024-103**



JACKSONVILLE HOUSING AUTHORITY

RFP NO. 2024-103

CLASSIFICATION & COMPENSATION CONSULTING SERVICES

**Release Date: Wednesday, May 15, 2024**

**RFP Due Date: Wednesday, June 5, 2024 at 1:00 p.m. E.S.T.**



## **REQUEST FOR PROPOSALS**

### **RFP NO. 2024-103 Classification & Compensation Study**

Jacksonville Housing Authority (JHA) is currently accepting **sealed proposals**.

**Sealed Proposals** shall consist of one (1) **USB Flash Drive**, one (1) **Original bound** copy of the proposal, containing all materials as listed in the RFP.

**JHA reserves the right to reject any or all proposals. MBE/WBE firms are encouraged to submit proposals.**

All questions for the RFP must be submitted in writing and e-mailed to JHA, at [procurement@jaxha.org](mailto:procurement@jaxha.org) no later than **1:00 p.m. EST on Tuesday, May 28, 2024.**

**PRE-PROPOSAL MEETING: Wednesday, May 22, 2024 at 1:00 p.m. EST**

**Dial-in Number: 605-313-5620**

**Meeting ID 4013119**

**RFP DUE DATE/TIME: Wednesday, June 5, 2024 at 1:00 p.m. EST**

**JHA Procurement Office**

**1300 N. Broad Street**

**Jacksonville, FL 32202**

**Solicitation documents are available through our eProcurement portal that is location on our website at <https://www.JHA.org/bid-invitations/>.**

Jacksonville Housing Authority

Procurement Department

1300 N. Broad Street

Jacksonville, FL 32202

## Table of Contents

I.	INTRODUCTION .....	4
II.	SCOPE OF SERVICES .....	4
III.	SUBMISSION PROCEDURES & REQUIREMENTS .....	7
IV.	EVALUATION/SELECTION CRITERIA .....	11
V.	UNAUTHORIZED COMMUNICATIONS .....	11
VI.	GENERAL CONDITIONS OF THE RFP .....	12
VII.	EXHIBIT A – DOCUMENTS CHECKLIST .....	17
VIII.	EXHIBIT B – HUD FORMS.....	18
IX.	EXHIBIT C – JHA FORMS .....	19

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## I. INTRODUCTION

The Jacksonville Housing Authority is seeking **sealed proposals** from interested and qualified companies who have experience with ***Classification and Compensation Consulting Services*** to assess the JHA's pay/salary ranges and to offer solutions to create market-competitive, equitable, and effective ranges. This Scope of Work is intended to be a general guide to the work contemplated and is not a complete list of all services that might be required or desired.

Learn more about Jacksonville Housing Authority at <http://www.jaxha.org>.

## II. SCOPE OF SERVICES

The successful respondent will provide, at minimum, the following deliverables:

1. Provide a broad enough team to facilitate all necessary job analysis interviews for approximately 195 JHA employees (potential group interviews where appropriate).
2. Provide professional resumes of all personnel that will be involved in the study and a clear indication of the responsibilities of each project team member.
3. Provide information collected through the Respondent's previous project experience and a custom survey of market-comparable organizations, in order to deliver the following:
  - a) Recommend a comprehensive classification plan to support all full-time jobs.
  - b) Recommend a compensation plan that supports the classification plan and provides a competitive market position for JHA in Jacksonville.
  - c) Recommend salary structure features that will provide opportunities for advancement, including consideration of career lattices/pathways when assessing and revising the job classification plan.
  - d) Evaluate the FLSA exempt and non-exempt status of all classifications and establish a classification/compensation structure that supports compliance with the FLSA, both current and with recommendations as to how to comply with potential forthcoming FLSA updates.
  - e) Recommend policies on how to compensate hard-to-fill/critical positions, such as skilled trades jobs, where competition is strong for talent.
  - f) Recommend salary schedules, with the appropriate number of pay grades to support classifications, defining the minimums, midpoints, and maximums, as well as the range spreads and midpoint progression.
  - g) Recommend placement of current employees upon implementation within the appropriate classifications, including addressing any salary equity concerns that may arise, including differences in work hours.
  - h) Recommend pay treatment for probationary employees and for "trainees" (new hires expected to meet minimum qualifications for a position within a specified timeframe).
  - i) Recommend pay progression methods to include sound practices to prevent salary bypassing and mitigate pay compression. Implementation recommendations must address any pay equity issues discovered as part of this compensation analysis.
  - j) Evaluate current incentives (i.e. Bachelor's/Associate's Degree, language incentive, standby time, JHA comp time, holiday pay, severe weather pay, safety incentives) and

- recommend any additional incentive plans. Current variation among various departmental incentive plans must be reviewed and recommendations made for consistency and fairness.
- k) Assess the organizational culture and overall employee satisfaction through anonymous surveys.
  - l) Recommend method for addressing compensation for special achievements, not captured in an employee's work plan/job standards.
  - m) Recommend a compensation plan which complements the JHA performance management process.
  - n) Recommend best practices regarding flexible scheduling and the impact on compensation.
4. Bring forth information gained by having conducted similar studies and research of best practices for governmental entities and other comparable organizations.
  5. Provide a detailed description of the procedure and associated methodology that will be followed to develop a classification and compensation structure.
  6. Recommend a classification and compensation plan establishing a competitive market position by providing compensation analysis using data from survey municipalities and/or housing authorities recommended by the consultant, as well as evaluating private sector data where appropriate. The following pay study components must be addressed:
    - a) Compare the salary structure and pay ranges with comparator agencies performing the same or similar functions. A survey should include approximately  $\frac{1}{4}$  of the JHA's classifications as benchmarks in a custom salary survey.
    - b) Study should include a sound job evaluation component to determine the best method for assessing internal equity for ongoing plan maintenance.
    - c) Compare actual employee pay and work hours with comparator agencies (including a comparison of average years of service and average years of service and average annual pay movement).
    - d) Compare minimum qualifications for benchmark jobs included in the survey in order to develop appropriate requirements for Jacksonville's Housing positions.
    - e) Compare number of years to progress to average market rates (midpoint/market rate) with comparator agencies.
    - f) Compare performance and incentive pay with comparator agencies.
    - g) Recommendation on whether separate pay structures are needed for exempt, non- exempt, and senior management jobs.
  7. The Respondent will develop a written compensation philosophy and comprehensive salary administration guidelines for the Pay Plan to include strategies for the following:
    - a) Ongoing pay structure maintenance (including recommended cycle for market review)
    - b) Evaluate all JHA pay policies and practices to recommend any needed revisions/additions. Policies to be reviewed include, but are not limited to the following:
      - i. Pay for Performance - As linked to compensation plan pay progression.
      - ii. Additional Pays – Out-of-Class Pay; Tuition Reimbursement; Annual Leave Sell-Back Personal Day; and On-Call.
      - iii. Position Changes - Reclassification Increase.

- iv. Hiring Rates - Evaluate and recommend hiring rate policies for external hires and for internal promotions. Provide salary offer guidelines to facilitate increased fairness in determining hiring rates based on a respondent's qualifications.
  - v. Probationary Period - Recommendation to address pay of probationary Employees until they attain regular status (FL is at-will employment state).
  - vi. Leave Policies - Recommendations regarding paid time off policies, including: Holidays, annual leave, short-term disability, and leave types such as vacation, sick, funeral, parent's, volunteer, military, civil, education and management leave (up to 80 hours of compensatory time granted to exempt employees)
- c) Guidelines for implementing future structure adjustments and how the adjustments should impact employee pay; these guidelines should be based on a methodology that allows JHA to determine market-based salary adjustments consistent with a maintaining a competitive position in the market, considering relative competing fiscal demands and financial constraints.
  - d) Guidelines for merit-based salary increases (moving through assigned pay ranges)
  - e) Pay policies with regard to promotions (percentages and timing of pay changes)
  - f) Pay policies with regard to demotions and voluntary reassignments.
  - g) Pay policies with regard to lateral transfer hiring rates, both for external respondents and for JHA employees transferring from other JHA departments.
8. The Respondent will recommend methods for awarding pay for performance using the proposed pay structures, including the review/reward schedule (currently one common appraisal date) as well as recommended percentage increases to remain competitive in the market. The recommendation will be expected to balance rewarding performance with equitable movement of personnel through the classification's pay range.
9. The Respondent will also provide training and tools necessary for implementation; and recommend and/or provide any tools used in the study to allow the JHA to maintain the pay schedules in the future. The Respondent will give JHA the database used to produce the recommendations, along with instructions of how to maintain the database.
10. Provide a proposed timeline to include the project initiation, all project milestones, and completion dates for the study. Timeline should also include a clear outline of the communication plan for the project regarding milestones met, including the communication medium, frequency, and target audience for communications. The study process should be transparent. Project Milestones include:

### **Project Milestones**

- Initial meeting with the Consultants and Project Team to discuss the process, schedule, and tasks to be performed pursuant to the contract awarded.
- Meet with Consultants to review the current classification and compensations plans, orienting them to the current pay policies, practices, and processes.
- Consultant supplies a workflow and communications plan for the project, including deliverables and milestones. Establish progress report format and timelines for tracking project progression.
- Consultants conduct study and develop recommendations.



- Consultants deliver viable Compensation and Classification Plans, including all elements outlined in the contract awarded.
- Consultants present at meetings throughout the study to gather information, develop and explain recommendations and facilitate the implementation process of the new Compensation and Classification Plans. Meetings will include sessions with the Project Team, JHA Management, JHA Board of Commissioners, and other stakeholders, to explain the full study methodology, classification and compensation philosophy, survey results, and resulting recommendations, as applicable.
- Consultants formally present the final Classification and Compensation Plans and accompanying documents to the Project Team, JHA Management, JHA Board of Commissioners, and any designated JHA employees. The Consultant must explain to all parties involved the project scope, methodology used to collect data and create recommendations for implementation, along with providing a detailed explanation of all proposed Classification and Compensation changes, the implementation plan and associated administrative guidelines.

11. The Respondent will deliver four (4) substantially different options, including estimated costing, for addressing implementation, including compression adjustment strategies where necessary.

For the purposes of this request for proposal, the following definitions shall apply:

- "RFP" - this Request for Proposal.
- "Vendor" or "respondent" - the company(s) from whom proposals are requested.
- "PHA" refers to a Public Housing Authority. As used in this RFP, the term PHA will refer to a particular type of organization.
- "HUD" - the United States Department of Housing and Urban Development, a Federal agency that partially funds and monitors the operations of JHA. However, nothing contained in this RFP or in the contract resulting from the selection process shall be construed to create any contractual relationship between the successful vendor and HUD.

### III. SUBMISSION PROCEDURES & REQUIREMENTS

Proposal(s) must be submitted no later than Wednesday, June 5, 2024 at 1:00 p.m. EST.

Any proposal received after the specified date and time **will not** be considered. Proposals must be in the specified office of JHA on or before the above specified date and time. If you choose to mail your proposal, it must arrive by the specified date and time, regardless of the postmark date. The submission package must be **sealed**, labeled accordingly, and received by Jacksonville Housing Authority at time listed above at the location listed below:

Jacksonville Housing Authority  
 RFP NO. 2024-103  
 1300 N. Broad Street  
 Jacksonville, FL 32202  
 Attn: Procurement Department

Respondents must submit the following in order for the submission to be considered complete:

- One (1) paper version of the proposal with original signatures labeled “Original”.
- One (1) USB flash drive containing the full proposal.

**The Respondent is required to submit the following information, although JHA reserves the right to request additional information upon review of initial submissions: Please TAB Sections.**

**A. Information Required in the Proposal**

**1. Letter of Interest (TAB 1)**

- a) Include contact name and address: name, title, email, telephone, and fax number to be contacted for clarification or additional information regarding proposals (Cover letter).
- b) A brief statement summarizing the Respondent’s company and relevant experience and qualifications.
- c) Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document and a corporate resolution, if applicable, signed by the Secretary of the Respondent and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract, and any amendments thereto.

**2. Team Organization and Experience (TAB 2)**

*Proposals will be evaluated against the questions set out below:*

**a) Questions regarding the personnel:**

- Do the individuals assigned to the project have experience on similar projects?
- Are resumes complete and do they demonstrate backgrounds that are desirable for individuals engaged in the work the project requires?
- How extensive are the applicable education and experience of the personnel designated to work on the project?
- How knowledgeable are the respondent's personnel of the region and how many individuals have work experience in PHA’s or similar agencies?

**b) Questions regarding the respondent:**

- How well has the respondent demonstrated experience in completing similar projects on time and within budget?
- How successful is the general history of the respondent regarding timely and successful completion of projects?
- Has the respondent provided letters of reference from clients?
- How reasonable are the respondent's cost estimates?
- If subcontractors will perform work on the contract, how well do they measure up to the evaluation used for the respondent?

**3. Respondent(s) Project Understanding (TAB 3)**

- How well has the respondent demonstrated a thorough understanding of the purpose and scope of the project?
- How well has the respondent identified issues and potential problems related to the project?

- How well has the respondent demonstrated that it understands the deliverables JHA expects it to provide?
- How well has the respondent demonstrated that it understands JHA's schedule and can meet it?

**4. Management Plan (TAB 4)**

- How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- How well is accountability completely and clearly defined?
- Is the organization of the respondent's project team clear?
- How well does the management plan illustrate the lines of authority and communication?
- To what extent does the respondent already have the hardware, equipment, and licenses necessary to perform the contract?
- Has the respondent offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- Is the proposal practical and feasible?
- How well have potential problems been identified?
- Is the proposal responsive to all material requirements in the RFP?

**5. Project Approach - Methodology (TAB 5)**

- How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- How well does the methodology match and contribute to achieving the objectives set out in the RFP?
- How well does the respondent's proposed schedule align with delivering the final product?

**6. Cost (TAB 6)**

The Respondent must provide a breakdown of all costs associated for services.

**7. HUD Forms (TAB 7)**

Each Respondent must complete the forms as provided in Exhibit B.

**8. JHA Forms (TAB 8)**

Each Respondent must complete the applicable forms as provided in Exhibit C. All forms must contain a signature. When not applicable to your firm, please write "N/A," sign and date.

- a) Business References: Provide three (3) references from related service providers or agency personnel. Include a brief description of Respondent's business relationship with the reference. See Exhibit C.

- b) Minority and Women Business Participation: Proposals submitted in response to this solicitation MUST include an MBE/WBE participation plan which, at a minimum, demonstrates “Best Efforts” have been taken to achieve compliance with MBE/WBE goals.
- c) All other applicable form listed in Exhibit C.

**B. Request for Information**

Respondents desiring any explanation or further information regarding the solicitation must submit an e-mail request no later than 1:00 p.m. EST on Tuesday, May 28, 2024, to Procurement at [procurement@jaxha.org](mailto:procurement@jaxha.org). Any clarification and/ or information will be furnished promptly as a written addendum to the RFP and posted on the JHA website at [www.JHA.org/bid-invitations](http://www.JHA.org/bid-invitations).

**Evaluation Process**

A selection committee composed of JHA staff will review proposals in accordance with this RFP and will recommend to the JHA Board of Commissioners the firm(s) most advantageous and supportive of the agency’s needs. The selection committee and/or the Board of Commissioners may at its discretion request interviews with Respondents to discuss specific aspects and clarifications of their proposal(s). The Board of Commissioners will make the final decision.

The selection of the best proposal will be based on best value, which is based on, but not limited to: (1) costs; (2) reasonableness of contract terms; and (3) Respondent's ability to meet the needs of JHA. The proposal with the lowest monetary cost will not necessarily be selected.

**C. Anticipated Schedule of Events**

The anticipated schedule for the RFP and contract approval is as follows:

<b>Event</b>	<b>Date</b>
RFP available for distribution	Wednesday, May 15, 2024
Pre-Proposal Conference	Wednesday, May 22, 2024 at 1:00 p.m. EST
Deadline for receipt of written questions	Tuesday, May 28, 2024 at 1:00 p.m. EST
Response to written questions	To be determined
RFP Due Date	Wednesday, June 5, 2024
Estimated Contract Award Date	To be determined

Jacksonville Housing Authority reserves the right at its sole discretion to amend any or all of the dates associated with the anticipated schedule of events.

**IV. EVALUATION/SELECTION CRITERIA**

RFP will be evaluated and rated on, but may not be limited to, the following criteria:

<b>CRITERIA</b>	<b>POINTS</b>
<b>Team Organization and Experience</b>	<b>20</b>
<b>Respondents Project Understanding</b>	<b>10</b>
<b>Management Plan</b>	<b>30</b>
<b>Project Approach</b>	<b>30</b>
<b>Cost</b>	<b>10</b>
<b><u>TOTAL</u></b>	<b>100</b>
<b><u>Up to 10 additional points maybe awarded to selected respondent(s) for a presentation, if requested</u></b>	<b>1-10</b>

Interviews/ demos may be used for the top-ranking Respondent(s), upon request.

**V. UNAUTHORIZED COMMUNICATIONS**

To protect the integrity of the procurement process, JHA requires all communications regarding this solicitation to be directed to the Procurement Department Only **by either phone or e-mail as listed in this solicitation**. No officer, employee, agent or representative of the Bidder shall have any contact or discussion directly or indirectly with others to seek influence on any JHA Board member, and/or employee during this solicitation process. Any violation of this prohibition may

result in Bidder being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regards to this solicitation.

## **VI. GENERAL CONDITIONS OF THE RFP**

### **A. General Conditions**

1. LATE SUBMISSIONS WILL NOT BE ACCEPTED OR CONSIDERED.
2. JHA reserves the right to accept or reject any and all proposals submitted, either in whole or in whole or in part, with or without cause; to waive any informalities of any proposal; to extend, amend or cancel this RFP at any time; and, to make the award in the best interest of JHA.
3. JHA reserves the right to request additional information, if needed, from prospective Respondents.
4. In the event that it becomes necessary for JHA to revise any part of this RFP, revisions will be provided in the form of an Addendum to all prospective Respondents. JHA may issue and does require Respondents to acknowledge addendums to the RFP. Proposals must conform to any addenda that may be issued to this RFP.
5. Proposals that are incomplete or not in conformance with the submission requirements may be eliminated from further consideration. Respondents should carefully note the submission requirements.
6. All proposals submitted in response to this RFP will be considered public information and may be made available to the general public (including news media) unless Confidential and/or Proprietary information is submitted under separate cover and is clearly designated as such.
7. The Respondent shall provide an oral presentation regarding the proposal submitted, if requested to do so by JHA.
8. Respondents may modify or withdraw a proposal prior to the RFP due date, by an authorized representative of that organization. All submissions will become the property of JHA after the RFP Deadline.
9. The Respondent affirms that he/she is of lawful age and that no other person, firm, partnership, or corporation has any interest in this submittal or in the contract proposed to be entered into with JHA.
10. The Respondent affirms that its proposal is made without any understanding, agreement or connection with any other person, firm, partnership, or corporation making a submittal for the same purpose and is in all respects fair and without collusion or fraud.
11. The Respondent has carefully read the provisions, terms, and conditions of the RFP document and does hereby agree to be bound thereby.
12. JHA reserves the right to make multiple awards from this RFP and also retains the right to negotiate with the selected firm(s).
13. Additional services and/or service adjustments may be added or deleted during the life of any contract awarded hereunder as mutually agreed upon in writing between JHA and Respondent.
14. Respondent must meet JHA' insurance requirements as requested in the RFP.
15. The Respondent will not offer any gratuity, favor, or anything of monetary value to any officials or employee of JHA for the purpose of influencing consideration of a response to this RFP.

16. JHA reserves the right to disqualify any proposal(s) that may present a conflict of interest between Jacksonville Housing Authority, its employees or Board members, Respondent(s), or parties identified in the proposal.
17. Proposals may NOT be withdrawn for one-hundred eighty (180) days from the RFP due date.
18. Proposed fees are inclusive of all necessary costs to provide the proposed services, including but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; vehicle fuel, etc. Each fee proposed shall be fully “burdened” with profit and overhead costs.

**B. Mistakes in Proposals**

If a mistake in a proposal is suspected or alleged, the proposal may be corrected or withdrawn during any negotiations that are held. If negotiations are not held, or if best and final offers have been received, the Respondent may be permitted to correct a mistake in the proposal and the intended correct offer may be considered based on the conditions that follow:

1. The mistake and the intended correct offer are clearly evident on the face of the proposal.
2. The Respondent submits written evidence which clearly and convincingly demonstrates both the existing offer, and such correction would not be contrary to the fair and equal treatment of other Respondents.

Mistakes after award shall not be corrected unless the Contracting Officer makes a written determination that it would be disadvantageous to JHA not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by the Contracting Officer.

**C. Conflicts of Interest**

The Respondent warrants that to the best of his/her knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Respondent’s organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or
2. The Respondent’s objectivity in performing the contract work may be impaired. In the event the Respondent has an organizational conflict of interest as defined herein, the Respondent shall disclose such conflict of interest fully in the proposal submission.
3. The Respondent agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the President which shall include a description of the action which the Respondent has taken or intends to take to eliminate or neutralize the conflict. JHA may, however, terminate the contract if it is in its best interest.
4. In the event the Respondent was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the President, JHA may terminate the contract for default.

5. The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Respondent. The Respondent shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
6. No member of the JHA Board of Commissioners shall be allowed to share any or part of this contract or to derive any benefit to arise from services. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.
7. Any JHA official or employee who exercises or has exercised any functions or responsibilities with respect to any JHA contract/ procurement activities, or who is in a position to participate in the decision-making process or gain inside information with regards to any JHA contract/procurement activities, obtain a financial or economic interest or benefit from the contract/ procurement, or have an interest in any contract or subcontract, or agreement with respect thereto or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure with the JHA or for one year after such individual leaves JHA.
8. JHA reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

**D. Indemnity**

The Contractor shall indemnify and hold harmless JHA for any and all claims, lawsuits, causes of action and liability arising out of the execution, performance, or nonperformance of this Agreement or in connection with the Contractor use of JHA premises. The costs of any actions stated herein will be the sole responsibility of the Contractor.

**E. Acceptance of RFP and Contract Terms**

Respondent's submission of a proposal in response to the RFP shall constitute acceptance by the Respondent of the terms and conditions of this RFP. In the event that the Respondent's proposal is accepted for contract award, the Respondent agrees to enter into a negotiated contract with JHA at a later time and date.

The contract may be for one (1) year for services. All contract extensions must have the mutual consent of all parties and must be requested and accepted in writing. The Respondent must maintain compliance with all federal, state, local and laws and regulations.

**F. Contract Award**

Subject to the rights reserved in this RFP, JHA will award the contract by written notice to the selected Respondent (the "Contractor"). The award of the contract is subject to the approval of the JHA Board of Commissioners and/or the JHA Acting CEO and President, and it shall be conditioned on the successful negotiation of revisions, if any, to the RFP, recommended as part of the evaluation of proposals.

A contract shall be awarded in accordance with the terms and conditions of this RFP to the Respondent whose proposal is most advantageous to the JHA considering price, qualifications,



technical and other factors as specified in this RFP, JHA reserves the right to negotiate and award any element of this RFP, to reject any or all proposals or to waive any minor irregularities or technicalities in RFP received as in the best interest of JHA.

**G. Section 3**

Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135) (a) The work to be performed under this 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. (b) The parties to this contract agree to comply with HUDs regulations in 24 CFR Part 135, which implements Section 3.

**H. Insurance**

If a Respondent(s) receives an award and unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to JHA within 5 days of contract signature. Certificate of Insurance will be required for the duration of the contract term, including option years:

<b>Business Automobile Liability</b>	<b>Required Limits</b>
JHA and its affiliates must be named as an additional insured and as the certificate holder. Must include both owned and un-owned vehicles.	\$500,000 combined single limit, per occurrence
<b>Workers Compensation and Employer’s Liability</b>	<b>Required Limits</b>
Workers’ Compensation coverage is Statutory and has no pre-set limits. Employer’s Liability limit is \$500,000. A waiver of Subrogation in favor of JHA must be included in the Workers’ Compensation policy.  JHA and its affiliates must be named as a Certificate Holder.	Statutory \$500,000
<b>Commercial General Liability</b>	<b>Required Limits</b>
This is required for any vendor who will be doing hands on work at JHA properties. JHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$ 1,000,000 per accident \$ 2,000,000 aggregate

**I. No Warranty**

Respondents are required to examine the RFP, scope of services, and instructions pertaining to the services requested. Failure to do so will be at the Respondent’s own risk. It is assumed that the Respondent has made full investigation so as to be fully informed as to the extent and character of the services requested. No warranty or representation is made or implied as the information contained in this RFP.

**J. Expense of RFP Submission**

All expenses incurred in the preparation and submission of the RFP to JHA in response to this RFP shall be borne by the Respondent.

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**VII. EXHIBIT A – DOCUMENTS CHECKLIST**

**DOCUMENTS CHECKLIST**

All documents, including this Checklist, must be completed in full and submitted for RFP including, one (1) Original Copy and the one (1) USB, in the requested order, or the package may be considered as a non-responsive submittal.

<u>Initial If Included</u>	<u>Documents Included In Proposal(s)</u>
_____	Documents Checklist
_____	Acknowledgment of Receipt of Addendum/Addenda, if applicable
_____	Form HUD 5369-C
_____	Business References
_____	Non-Collusive Affidavit
_____	Conflict of Interest Questionnaire
_____	Profile of Firm
_____	Sample Insurance Certificates
_____	W-9

I understand that failure to submit all these items may cause my submittal to be considered non-responsive.

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

## VIII. EXHIBIT B – HUD FORMS

1. Instructions to Offerors Non-Construction (HUD-5369-B)
2. Certifications and Representations of Offerors – Non-Construction (HUD 5369-C)
3. General Conditions for Non-Construction Contracts (HUD-5370-C)

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## **IX. EXHIBIT C – JHA FORMS**

1. Business References
2. Non-Collusive Affidavit
3. Conflict of Interest Questionnaire
4. Profile of Firm
5. Sample Certificate of Insurance
6. W-9

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