

REQUEST FOR PROPOSALS

RHA-09-12

**Contract for Comprehensive Professional Development
for
The City of Rockingham Board of Commissioners**

**THE CITY OF ROCKINGHAM HOUSING AUTHORITY
809 ARMSTEAD STREET
ROCKINGHAM, NC 28379**

**PHONE (910) 997-3316 FAX (910) 997-6981
DECEMBER 9, 2009**

**REQUEST FOR PROPOSALS
RHA-09-12**

**Contract for Comprehensive Professional Development for
The City of Rockingham Housing Authority Board of Commissioners**

Proposals will be received by the City of Rockingham Housing Authority at 809 Armstead Street, Rockingham, NC 28379 for the services from a firm that is qualified to develop and provide a Comprehensive Professional Development Program for City of Rockingham Housing Authority Commissioners until 5:00 p.m. eastern time, Monday, December 28, 2009.

The work will require the development and presentation of a Professional Development Program for City of Rockingham Housing Authority Board of Commissioners. Cost proposals will be received in a lump sum format.

Interested Contractors may obtain RFP documents at the Office of the Executive Director of the City of Rockingham Housing Authority, 809 Armstead Street, Rockingham, NC 28379. All proposals/bids must contain the following completed forms:

1. Form of Proposal
2. Certifications and Representations of Offerors of Non-Construction Contracts (HUD 5369-C)
3. Certificate of Section 3 Compliance
4. Non-collusion Affidavit
5. Statement of Bidders Experience

Contract for work under this contract will obligate the Contractor not to discriminate in employment practices. Bidders/responder's shall submit a compliance report in conformity with Executive Order No. 11246. The Housing Authority encourages minority owned businesses to participate.

The City of Rockingham Housing Authority reserves the right to reject any and all bids and to waive minor informalities in the bidding process.

Direct all inquiries to: Angela McGill, Executive Director
City of Rockingham Housing Authority
Phone (910) 997-3316 ext. 7
Email: amcgill_rha@charlotte.twcbc.com

RHA'S RESERVATION OF RIGHTS NOTICE

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

I. Profile of the City of Rockingham Housing Authority

RHA was created in 1961 as evidenced by a Certificate of Incorporation from the Secretary of State of North Carolina.

RHA is a body corporate and politic governed by a five (5) member Board appointed by the Mayor of the City of Rockingham.

RHA is currently organized with 226 public housing units plus 55 Section 8 Housing Choice Voucher participants.

II. Contractor's Obligations

A. SCOPE OF WORK FOR COMPREHENSIVE PROFESSIONAL DEVELOPMENT FOR THE CITY OF ROCKINGHAM HOUSING AUTHORITY BOARD OF COMMISSIONERS

The Contractor shall provide the City of Rockingham Housing Authority (RHA) with a detailed package for a Professional Development program for City of Rockingham Housing Authority Board of Commissioners and the Executive Director and to provide professional program presentation at a time to be determined by the RHA and the firm. This program shall focus upon the following topics:

1. Getting Started: Initial Role of the Commissioner
2. More Roles: Agency Monitoring and Oversight
3. Board Governance: The Board's Behavior and Integrity
4. Making Decisions: Getting the Job Done
5. Fiscal Affairs: The Board's Fiscal Oversight Role
6. The Board and the Executive Director/Chief Executive Officer: Defining the Relationship
7. Team-Building: Developing Productive Boards
8. Strategic Planning: Moving into New Ventures
9. Applying Strategic Planning: Creating a New Organization

All topics as well as additional sub-topics shall be addressed in detail in a comprehensive manual to be developed for the Board members and the Executive Director. The Board members and the Executive Director shall retain this manual after the completion of the training program.

The program shall include case studies designed to encourage dialogue between the Board members, the Executive Director, and the presenter. The Case Studies shall be realistic and have been taken from actual experiences of the presenter. The Case Studies

should direct the discussion towards the type of issues that the Board may face in the area of governance of a public housing authority.

The program shall be developed to provide a one and a half to two day program. At least one day shall be on a weekend day.

The Presenter shall provide evidence of successful presentations similar to the one herein described. A detailed resume of the Presenter shall be provided as a part of this proposal.

B. The RHA will review all proposed materials for the program; any deficiencies shall be corrected within forty-eight (48) hours of notice to the Contractor.

C. Service, Material, and Equipment Responsibilities: The Contractor shall be required to provide all permits; licensing; insurance; labor (all workers must be a minimum of 18 years of age); supervision; vehicles; equipment; machinery and tools; and supplies needed to provide the required services within the designated time frame.

III. Proposal Format

Tab 1. Bidder's Statement

The Bidder's Statement is attached hereto as Attachment A. It must be fully executed and return as a part of the bid.

Tab 2. Profile of Firm

The Profile of the Firm is attached hereto as Attachment B. This Profile and any required attachments must be fully executed and return as a part of the bid.

Tab 3. Cost Proposal

The Cost Proposal is attached hereto as Attachment C. It must be fully executed and returned as a part of the bid.

Tab 4. Documentation of Experience

The bidder must submit a list of at least three (3) former or current clients for whom similar work has been completed within the past thirty-six (36) months. The list shall include:

The Client's Name, the Client's contact name, the Client's address and telephone number, and a description of the services provided.

Tab 5. Section 3 Documentation

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

Tab 6. Non-Collusive Affidavit

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

IV. Submission of a Proposal

Proposals shall be in a sealed envelope marked "RHA-09-12" with the responder's name and address. All proposals must be received and dated and time stamped at the office of the Executive Director of the City of Rockingham Housing Authority later than 5:00 p.m. on Monday, December 28, 2009 will be received at the City of Housing Authority, 809 Armstead Street, Rockingham, North Carolina 28379. Proposals received after 5:00 pm will NOT be opened and will be returned to the sender.

Proposals may be mailed to the following address:

City of Rockingham Housing Authority
ATTN: Angela McGill, Executive Director
P.O. Box 160
Rockingham, NC 28380

Evaluation Method

The RHA shall select a minimum of a (3) three-person panel to evaluate each proposal submitted in response to this RFP, in accordance with the evaluation criteria referenced in Attachment D of this document.

All persons having any type of potential conflict of interest associated with the evaluation of any proposal shall be excluded from the evaluation panel.

Contract Award Procedures

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

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

Contract Conditions

The following provisions are required in all Contracts issued by the City of Rockingham Housing Authority.

a. Assignment of Personnel:

The RHA retains the right to demand replacement or removal of any personnel assigned to this project if the RHA believes that such a change would be in the best interest of the RHA and the successful completion of the contracted work. The Contractor shall provide a list of all employees to work on this project to the RHA and shall update this list any time that a change in employees is made for any reason.

b. Subcontracting:

Subcontracting is NOT considered to be a viable alternative to this proposed Contract. Bidders and/or Contractor wishing to utilize a subcontractor to perform any portion of this work may submit a written request to the Executive Director explaining fully their reasons for such a request. The determination of the Executive Director may be appealed to the Executive Director by written notice received within ten (10) days of the Executive Director's determination. The determination of the Executive Director shall be final.

c. Contract Period

The performance period of this Contract shall be thirty (30) days to include preparation time and the actual presentation of the program unless otherwise agreed by all parties from the date of the RHA's Notice to Proceed and may be extended by written change order, based on satisfactory performance and mutual consent.

d. Licensing and Insurance Requirements

Prior to award the successful bidder shall provide:

- Certificates of insurance from the bidder's/Contractor's insurance carrier naming the RHA as an additional insured. General Liability insurance in the amount of \$1,000,000, Automobile insurance in the combined single limit amount of \$500,000, and Workmen's Compensation insurance at statutory limits for the state of North Carolina shall be provided at a minimum. Additional all insurance carriers must notify the RHA (30) thirty days prior to the cancellation or lapse of all or any of these specified insurance policies.

e. Contract Service Standards

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

f. Billing/Payment Methods

The Contractor shall submit a single invoice to the RHA for this work when completed. The Contractor shall include his/her Company name, address, and telephone number; an invoice number referencing this Contract, RHA-09-12; and the detailed itemized statement of services being invoiced. The RHA shall pay all invoices net thirty (30) days. Contractor's invoices shall be submitted to the following address:

City of Rockingham Housing Authority
ATTN: Accounts Payable
P.O. Box 160
Rockingham, NC 28380

ATTACHMENT A

Responder's/Bidder's Statement

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

Signature

Date

Printed Name

Company Name

ATTACHMENT B

PROFILE OF FIRM

1. Name of Firm: _____
2. Street Address: _____
3. Mailing Address: _____
4. City, State, Zip Code: _____
5. Type of Ownership: _____
6. Phone Number: _____ fax: _____
7. Year Established: _____
8. Parent Company: _____ Date Acquired: _____
9. Identify Principals/Partners/sole Owner: attach brief resume for each

10. Project Manager: _____
11. Federal Tax ID No.: _____
12. North Carolina Business License No.: _____
13. City of Rockingham/Richmond County Business License No.: _____
14. State Contracts License Type and No.: _____
15. DUNS No.: _____

Signature

Date

Print Name/Title

ATTACHMENT C: COST PROPOSAL

**Contract for Comprehensive Professional Development for City of Rockingham
Housing Authority Board of Commissioners**

The undersigned, having carefully examined this Request for Proposal entitled
Contract for Comprehensive Professional Development Program for **City of
Rockingham** Housing Authority Board of Commissioners and the following
addenda:

Addenda Number(s) and Date(s): _____

As well as the conditions affecting the work, proposes to furnish all services, labor
and materials called for by them for the entire work in accordance with said
documents, for the following lump sum cost:

Base Cost: _____

_____ Dollars (\$_____)

Respectively submitted:

Authorized Signature: _____ Date: _____

Title: _____

ATTACHMENT D

Proposal Evaluation Criteria

Please provide the following information the following requested information. This information will be utilized by RHA to evaluate each Proposal submitted.

1. Experience	35 points	Past Experience and Performance , as demonstrated by letters of reference and client list submitted as a part of this proposal, and based upon any consultation the RHA may conduct with the same;
2. Expertise	25 points	Technical and Professional Qualifications and Capability , based upon the related information submitted within the proposal.
3. Proposal	10 points	Overall Quality of the Proposal , based upon the opinion of the evaluators.
4. Cost	25 points	The Cost of the services proposed.
5. Section 3	5 points	
	5 points	Priority I: Proposer whose Section 3 Strategy has addressed and committed to all five of the steps identified in the Section 3 Specification Clause, and who will meet the percentage goals for new hires.
	4 points	Priority II: Proposer whose Section 3 Strategy has addressed and committed to meeting steps 1-4 identified in the Section 3 Specification Clause, and who will meet the percentage goals for new hires.
	3 points	Priority III: Proposer whose Section 3 Strategy has addressed and committed to all five of the steps identified in the Section 3 Specification Clause, and who will not meet the percentage goals for new hires.

2 points

Priority IV: Proposer whose Section 3 Strategy has addressed and committed to meeting steps 1-4 identified in the Section 3 Specification Clause, and who will not meet the percentage goals for new hires.

EXPERIENCE

Please provide the following information for projects you have done of similar size.
Please include your most recent jobs and experience with Housing Authority Agencies.

Project Name and Location:		Project Date:
Project Type:		
Contract Amount:	Owner Representative:	
	Business Phone:	

Project Name and Location:		Project Date:
Project Type:		
Contract Amount:	Owner Representative:	
	Business Phone:	

Project Name and Location:		Project Date:
Project Type:		
Contract Amount:	Owner Representative:	
	Business Phone:	

INTRODUCTION TO SECTION 3

Section 3 of the Housing and Urban Development Act of 1968 is a tool that is used for economic uplift. The Act requires the Housing Authority as well as their contractors and subcontractors to make a good faith effort by taking concrete steps to provide opportunities for job training, employment on a permanent, temporary or seasonal basis, and contracting to low-income persons, particularly those who are recipients of Federal housing assistance.

Some of the following definitions may be helpful in understanding the program.

Section 3 Area: City of Rockingham or Richmond County.

Section 3 Resident: An individual who resides in the Section 3 area who is low-income or very low-income. Low-income are families (including single persons), whose income does not exceed 80% of the median area income. Very low-income (including single persons), whose income does not exceed 50% of the median area income.

Section 3 Business: (1) A business located within the Section 3 Area owned in substantial part, at least 51%, by Section 3 Resident; (2) whose permanent, full-time employees include persons, at least 30 % of whom are currently Section 3 Residents; (3) within three years of the date of first employment with the business concerned were Section 3 Residents; (4) provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in (1), (2), or (3).

Area Median Income (AMI): AMI is determined by the Federal government. For this Section 3 Area, AMI for a family of 4 is \$43,200. Low-income is 80% of AMI (\$39,900); Very low-income is 50% of AMI (\$24,950); and Extremely Low is 30% of AMI (\$14,950) Further information concerning Income Limits can be found at the following website:http://www.huduser.org/datasets/il/il2009/2009summary.odn?INPUTNAME=NCNTY37153N37153*3715399999%2BRichmond+County&selection_type=county&stname=North+Carolina&statefp=37&year=2009

As a Contractor, you are required by the Act to take affirmative steps to give preference to the greatest extent feasible to qualified Section 3 area residents and business to provide training, employment and contracting opportunities.

Read the attached Section 3 Specification Clause, complete all attached certifications and forms, returning these completed forms with your other bid documents.

SECTION 3 SPECIFICATION CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- 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 of this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. 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 Section 3 clause, and will post copies of the notice in conspicuous places at the work sit 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, the qualifications for each; and the name and location of the person(s) taking application for each of the positions; and the anticipated date the work shall begin.
- D. 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 the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contractor is executed, and (2) with persons other than those to whom the regulations 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. 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.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b).

CERTIFICATE OF SECTION 3 COMPLIANCE

I certify that I have reviewed and fully understand the attached Section 3 Specification Clause and program and will demonstrate compliance to the “greatest extent feasible”, to meet the numerical goal of 30% new hires. I further certify that I have and will make every reasonable effort to purchase from those small businesses located within the boundaries of the Section 3 covered project area and further, will take concrete steps to expand resident training and employment opportunities such as, asking if residents are aware of available training and employment positions, encouraging residents to participate in the job application process, and actually employing Section 3 area residents. Furthermore, I will contact the Housing Authority to obtain listings of available individuals to fill my labor needs, if any such needs arise, for the duration of this contract.

Principal Officer of Bidding Company

Date

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

(Prime Bidder)

State of (_____).

County of (_____)

being first duly sworn deposes and says:

That he is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham proposal or bid or to refrain from proposing or bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal or bid price of affiant or of any other responder or bidder, or to fix any overhead, profit or cost element of said proposal or bid price, or of that of any other proposal or bidder, or to secure any advantage against the City of Rockingham Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn to before me this _____ day of _____
2009.

My Commission expires _____ 2_____.

