

Request for Proposal

May 30, 2010

Housing Authority County of Stanislaus

Development of Utility Allowance Schedules

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I. SUMMARY OF GENERAL INFORMATION

The Housing Authority of the County of Stanislaus (HACS) is requesting proposals from qualified firms to develop Utility Allowance Schedules for use in the Section 8, Conventional and Farm Labor Housing Programs.

The Housing Authority is a public agency that administers Section 8, Conventional and Farm Labor Housing Programs throughout Stanislaus County, California. The Housing Authority seeks to engage the services of a qualified firm to develop utility allowance (UA) schedules in accordance with the Department of Housing and Urban Development's and USDA-RD guidelines. The utility allowance schedules will be used by the Housing Authority to determine the participants' rent payments for approximately 4095 Section 8 units, 647 Conventional Low Rent units, 356 Farm Labor Housing units, and 315 locally-owned units. Attached as "Exhibit A" is a listing of the Conventional, Farm Labor, and locally-owned units which will require a site-specific utility allowance by unit type. The Housing Authority is interested in utilizing the "Engineering" based method for Utility Allowance Schedules, except for the Farm Labor units.

Several schedules will need to be developed due to the number of utility companies who provide service throughout the county. There are three electric companies, one natural gas company, and at least eight municipalities which bill for water, sewer and trash collections services. The Housing Authority is seeking a software package which must be XP compatible and be able to be updated, at the Housing Authority's option, to newer versions of windows as they are released. In addition, the software must allow for updates to the utility allowance schedules as utility prices and tier rates change.

This RFP describes the terms and conditions under which the Housing Authority will select a utility allowance firm. Interested parties are requested to submit proposals by 5:00 p.m. on Wednesday, June 30, 2010.

Upon review of the proposals submitted, the Housing Authority intends to enter into negotiations with the selected firm to formalize an agreement. The Housing Authority expects to be able to execute an agreement with the selected utility allowance firm by Tuesday, August 3, 2010.

II. PROPOSAL REQUIREMENTS

One original and 2 copies of the proposal are required and must contain the following information:

1. Cover sheet referencing this RFP with the name of the consultant and contact information. The proposal must be signed by an authorized representative of the firm.
2. Resume stating qualifications to provide the services described herein. Include the number of years in business, number of employees, location of office, names of principals or employees who will provide the services, experience on similar projects and number of similar projects completed.
3. References of customers, clients, or owners for whom you have delivered similar Utility Allowance Survey and utility allowance software. Please provide address, phone numbers and individual contacts for reference.
4. A narrative description of the services which will be provided and the specific process and methodology, which will be utilized to develop the utility allowance study for the Housing Choice Voucher, Conventional, Farm Labor Housing Programs, and locally-owned properties.

5. A description of the software package which can be utilized by the Housing Authority to conduct annual utility rate/tier updates to the existing utility allowance schedules for the Housing Choice Voucher, Conventional, and Farm Labor Programs. The software must be XP compatible and capable to be updated, at the Housing Authority's option, to newer versions of windows as they are released. The software must be licensed (if applicable) to be installed and licensed on at least two computers and have the ability to update utility rates, tiers, and consumption rates as necessary when changes occur.
6. A written statement attesting to the firm's insurance policy limits.
7. An estimated time frame for completion of the Utility Allowance Schedules and deliverance of software package.
8. Reporting:
 - (a) Built-in standard reports and forms for the U. S. Department of Housing and Urban Development such as the "Allowance for Tenant-Furnished Utilities and Other Services", as well as USDA-Rural Development and other federal and state reports and forms.
 - (b) All reports and forms must be viewable onscreen and in a print preview.
 - (c) Reports and forms must be able to be printed in user-friendly format.
9. Training and Documentation:
 - (a) Training to ensure successful implementation and continuing operation of the utility allowance software.
 - (b) On-line or phone support available, for life of the software & updates.
 - (c) Understandable user/system administrator manuals updated to the current version of the software and current windows compatible.
10. Support and Maintenance:
 - (a) Technical support and maintenance for utility allowance software.
 - (b) Technical support for system users and administrators.

III. GENERAL

Please note that all of the information presented in this RFP is general in nature and shall not be deemed to be inducements or representations to which the Housing Authority of the County of Stanislaus is bound. Responding firms are cautioned to make their own independent investigation of all factual, financial and legal matters upon which their proposal may be based. The housing Authority reserves the right to reject any or all of the proposals or to waive any irregularity contained in the proposal.

IV. EVALUATION AND AWARD OF THE CONTRACT

Award shall be made based on the following criteria:

1. Experience in the development of utility allowance schedules in accordance with HUD and USDA-RD guidelines 30%

	Housing Authority County of Stanislaus	May 30, 2010	Request For Proposal: To Develop Utility Allowance Software	
2.	Availability of software package to update the UA Schedule as utility rates/tiers change			30%
3.	Ability to complete the UA schedules in the time frame specified by the Housing Authority			20%
4.	Fee Schedule			20%
	TOTAL			100%

V. PROPOSAL EVALUATION PROCESS TIMELINE:

Sunday, May 30, 2010	RFP Released
Thursday, June 17, 2010	Deadline for questions about the RFP E-mail whanneman@stancoha.org
Wednesday, June 30, 2010	Proposals Due @ 5:00 P.M. at: Housing Authority County of Stanislaus Attention: Purchasing Department, Juanita Nicholson (Mailing Address) P.O. Box 581918, Modesto, CA 95358 or (Physical Address) 1701 Robertson Road, Modesto, CA 95351-0033
Thursday, July 1, 2010	Proposals Reviewed & Rated
July 6, through July 8, 2010	Highest-rated proposals will be invited to make a software demonstration in Modesto, CA
July 13 – 16, 2010	Final Review & Ratings
Tuesday, July 27, 2010	Selection Results Released

VI. PROPOSAL SUBMISSION INFORMATION

A. Please submit **in one (1) original and two (2) hard copies** of the proposal:

To: Housing Authority County of Stanislaus
Attention: Purchasing Department, Juanita Nicholson
P.O. Box 581918
Modesto CA 95358-0033

B. All proposals shall be received or hand-delivered in a sealed envelope with bid #10911 attn: Juanita Nicholson by 5:00 P. M., Wednesday, June 30, 2010. Proposals submitted after this date and time will not be accepted.

. Please respond to all questions. If a question does not apply to your product, please indicate with “not applicable”.

D. Marketing materials will not be accepted in lieu of responses to the application.

Incomplete applications may be rejected for failing to meet threshold requirements or will lose points. **There is no page limit on responses, however, please be as succinct as possible.** Lengthier answers do not guarantee a higher score and may in fact result in a loss of points if the narrative is non-responsive to the question.

A. Vendor Qualifications

Please provide the following:

1. Narrative on experience and capacity. Please include the following:
 - the Vendor's length of time in business, both in general and specifically marketing, installation and implementation of utility allowance or similar applications;
 - number of current clients (utility allowance, and total);
 - qualifications of personnel dedicated to the utility allowance product; and
 - any other pertinent information that speaks to the experience and capacity of your organization.
2. Complete list of utility allowance or similar software clients with contact information (name, organization, telephone number, e-mail, web-site).

VII. TERMS AND CONDITIONS

The following are terms and conditions to which the Vendor must adhere:

- A. The Vendor must keep information both published and unpublished confidential and not disclose such information or make it available to third parties.
- B. A cover letter which will be considered an integral part of the final quotation must be signed by an individual who is authorized to bind the Vendor contractually. The signature must indicate the title or position that the individual holds with the firm. A final quotation signed by anyone who is not authorized to bind the Vendor contractually will be rejected.
- C. The Housing Authority reserves the right to reject any or all proposals or to waive any informality in the proposals. Proposals may be held by the Housing Authority for a period not to exceed fifteen (15) days from the date of the opening of the proposals for the purpose of reviewing the proposals and investigating the qualifications of the Proposers prior to awarding the contract. No proposal shall be withdrawn for a period of sixty (60) days subsequent to the opening of the proposals without the consent of the Housing Authority.
- D. The Proposer must comply with all federal and state requirements directed to preventing discrimination in employment.
- E. The Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.
- F. The Housing Authority strongly encourages the participation of minority, women and emerging small businesses in this and all Housing Authority projects, programs and services.
- G. Any and all preparation costs incurred by the Vendor in developing proposals, presentations, demonstrations or any other activity in responding to this RFP are the sole responsibility of the candidate and will not be reimbursed by the Housing Authority. The proposal, along with all supporting materials, shall become the property of the Housing Authority.
- H. In case of any doubt or differences of opinions as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the Housing Authority shall be final and binding upon all parties.
- I. Neither the resultant contract nor any of the requirements, rights or privileges demanded by it may be sold, assigned, contracted or transferred by the Contractor without the express written consent of the Housing Authority.

- J. A Proposer, submitting a Proposal hereby certifies that no officer, agent or employee of the Housing Authority County of Stanislaus has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- K. Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be only with the general or specific approval of the Housing Authority.
- L. Any provision of the successful candidate's proposal will become the basis for contractual obligations between the Housing Authority and the selected Vendor(s). Candidates are advised that the price is only one of several factors, which will be considered in the evaluation of these proposals.
- M. Information submitted by the Vendor shall be public record and subject to disclosure pursuant to the California Public Records Act, except such portions of the proposals for which Proposer requests exception from disclosure consistent with California Law. If the Vendor specifies that certain information is proprietary, the Housing Authority will endeavor to prevent disclosure of such data to other Vendors. Information in the Vendor proposal with "Return Materials Requested" will be returned to the Vendor. Proposer shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the Housing Authority as a result of this RFP.
- N. It is expected that during the course of selection, representatives of the Housing Authority may desire to attend demonstrations of specific software and hardware in use. The Housing Authority reserves the right to contact or visit any client of a Vendor responding to this RFP without permission or the assistance of the Vendor. A client list is to be provided in the RFP response.
- O. The release of this request does not imply any commitment on the part of the Housing Authority or any other individual members to accept any proposal submitted.
- P. Proposals or quotations which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Vendor, may be rejected. If, in the opinion of the Housing Authority, such information was intended to mislead the Housing Authority in its evaluation of the quotation, and the attribute, condition, or capability is a requirement of this RFP, it will be basis for rejection of the quotation.
- Q. The Housing Authority reserves the right to share any and all responses to this RFP and any other subsequent information or contractual documents with any contracted consultant.
- R. Please include one (1) copy of your Standard Sales Contract for hardware, software and any related devices. A copy of your normal Maintenance Contract should also be included. These are to be attached to the "Original Copy" of your response.
- S. Bids that are submitted after the proposal submission Due Date may be eliminated from the selection process.
- T. **The highest rated proposers will be invited to present a software demonstration at the Housing Authority Office in Modesto, CA from July 6, through July 8, 2009.**

VIII. APPEALS

Proposers may appeal only deviations from laws, rules, regulations or procedures. Disagreement with the process, e.g., scoring by evaluators, is not appealable. The following procedure applies to applicants who wish to appeal a disqualification of proposal or award of contract:

Applicants shall submit appeal, in writing, the Administration Department. Appeals must be received by the Administration Department no later than 4:00 p.m. on the fifth (5th) working day after the postmarked Notice of Award or disqualification.

Address appeal to:

Appeal Award to RFP to Develop Utility Allowance Schedules
Attention: Purchasing Department, Juanita Nicholson
Housing Authority County of Stanislaus
P.O. Box 581918
Modesto, CA 95358-0033

Appeal must specify the grounds for the appeal including the specific citation of law, rule, regulation or procedure upon which protest is based. The judgment used in scoring by individual evaluators is not grounds for appeal.

Appeals not filed within the time specified in above statement, or which fail to cite the specific law, rule, regulation or procedure upon which the appeal is based shall be dismissed.

IX. NON-COLLUSIVE AFFIDAVIT**NON-COLLUSIVE AFFIDAVIT**

State of California
County of Stanislaus

_____, being first duly sworn, deposes and says:

That he/she is _____ 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 bid or to refrain from 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 bid price of affidavit or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the County of Stanislaus or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of (the bidder, the partner, or officer):

Your signature must be notarized before your bid will be accepted.

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

(Notary Public)

My commission expires on _____, _____.

X. EMPLOYMENT AND EQUAL OPPORTUNITY**EMPLOYMENT AND EQUAL OPPORTUNITY****1. The Civil Rights, HCD, and Age discrimination Acts Assurances:**

During the performance of this Agreement, the Grantee assures that no otherwise qualified persons shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

- a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for. Work in connection with the project may be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of project.
- b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract of understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon finding that the Grantee or any CONTRACTOR or SUBCONTRACTOR is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or CONTRACTOR or SUBCONTRACTOR has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

State Nondiscrimination Clause:

- a) During the performance of this contract, CONTRACTOR and its SUBCONTRACTORS shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap,

Medical condition, marital status, age (over 40) or sex. CONTRACTORS and SUBCONTRACTORS shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTORS and SUBCONTRACTORS shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment & Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by and made a part hereof as set forth in full, CONTRACTOR and its SUBCONTRACTORS shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) This CONTRACTOR shall include the non-discrimination and compliance provisions of this clause on all sub-contracts to perform work under the contract.

XI. INDEMNIFICATION

a. Contractor hereby releases and shall indemnify, defend, and hold harmless The Housing Authority of the County of Stanislaus (HACS), its subsidiaries, commissioners, affiliates, officers, agents, employees, successors, assigns, and authorized representatives of all of the foregoing from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, costs, and expenses of any kind or nature, whether arising before or after completion of the work hereunder, and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of HACS, Contractor, Contractor's subcontractor, or of anyone acting under Contractor's direction or control or on Contractor's behalf in connection with or incidental to the performance of this contract. Contractor's aforesaid release, indemnity, and hold harmless obligations, or portions of applications thereof, shall apply even in the event of HACS's sole negligence or strict liability. HACS shall be indemnified and held harmless to the fullest extent permitted by law. If any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.

b. Contractor hereby agrees to require all its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract to execute an indemnity clause identical to the preceding clause, specifically naming HACS as indemnities.

XII. INSURANCE

General Requirements for Most Contracts

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or sub-contractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability Code 1 (*any auto*), [*require if scope of work includes driving on Authority property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$1,000,000 per occurrence.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.
2. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+: VI. Bidders must provide written verification of their insurer's rating.

VERIFICATION OF COVERAGE

Contractor shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before work commences to permit Contractor to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Use of sub-contractors must be pre-approved by the Authority. Contractor shall include all sub-contractors as insured's under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractors' work begins. All coverage's for sub-contractors shall be subject to all of the requirements stated above.

NOTE: The General Contractor's Commercial General Liability insurance should not include CG 2294 or CG 2295 as these endorsements will eliminate the General Contractor's insurance coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

Notwithstanding this provision, Contractor shall indemnify the Authority for any claims resulting from the performance or non-performance of the Contractor's sub-contractors and/or their failure to be properly insured.