

REQUEST FOR PROPOSALS/QUALIFICATIONS **RENTAL PROPERTY SEARCH FACILITATOR**

POSTED: 1/31/2022

BACKGROUND

The Ferndale Housing Commission (FHC) operates a Housing Choice Voucher (HCV) program, commonly known as "Section 8." The FHC HCV program serves up to 975 low-income families¹ in Wayne/Oakland/Macomb counties by providing a rental subsidy (a "voucher") to cover some or all of the cost of housing (rent + utilities.) The program is funded by the department of Housing and Urban Development (HUD.)

As Detroit metro area rental markets have become more challenging, the FHC HCV program's "success rate" has declined to under 60%; meaning just 6 out of 10 vouchers issued are resulting in successful lease up. The last time HUD measured success rates in 2000, the national average was 69%.

Our families are also geographically concentrated in certain areas of metro Detroit. For example, 17% of the total population in Metro Detroit resides in the City of Detroit but 43% of our HCV program participants live there. Eighty-five percent of our program participants are in units built in 1978 or earlier.

OBJECTIVES

Our HCV program intends to improve success rates and expand access to newer properties in rental markets beyond the City of Detroit.

To achieve these objectives, we seek a proven professional to act as HCV Rental Property Search Facilitator for our program participants. Our Search Facilitator will help prepare families for success in the rental market. She/he will build their capacity to search for units anywhere in Wayne/Oakland/Macomb counties that meet their families' needs and will develop new partnerships with prospective property owners.

SCOPE OF WORK

1. CAPACITY BUILDING: Work with program participants to prepare them for a successful unit search
 - a. Provide support and education one-on-one or through small group meetings on how to prepare to be a strong prospective tenant (i.e. credit repair, rental references, etc.) and fair housing basics

¹ Under 80% Area Median Income (AMI); average annual gross income = \$13,032



- b. Provide coaching on how to search for viable rental units, interact with prospective landlords, and understand lease agreements and related rental documents
- 2. SECURING TENANCY: Work with program participants to successfully lease up in approvable units
 - a. Assist participants with understanding the lease document and other rules and requirements of tenancy
 - b. Assist participants with understanding the inspection process, setting up utilities, and other activities necessary for post-lease/pre-move in
 - c. Act as liaison with prospective landlords to negotiate issues that may prevent successful leasing
- 3. ADVOCACY: Act as liaison between program participants, property owners and the FHC HCV program; refer potential Fair Housing violations to authorities and/or FHC staff for action
- 4. SERVICE COORDINATION: Assist program participants with accessing transportation reimbursements or other available resources for their search process
- 5. LANDLORD OUTREACH AND DEVELOPMENT: Call on existing landlords and make site visits to prospective landlords to promote the FHC HCV program
 - a. Educate landlords on the HCV program, dispel myths, provide program information, and encourage participation
 - b. Organize and execute landlord outreach efforts and events
 - c. Compile and report back to FHC on issues/barriers preventing landlord participation

TIME REQUIREMENTS

We anticipate approximately 80 hours per month of professional services to satisfy the scope of work of this contract, allocated as follows:

40 HOURS PER MONTH: NEW MOVES

Anticipated case load is around 10 participants per month. This includes existing program participants who are interested in moving, and new program participants leasing up for the first time in our program. These “new moves” will require approximately 4 hours of support per case in the first month for onboarding and initial coaching.

25 HOURS PER MONTH: ONGOING CASE SUPPORT

Search times are generally 60 – 90 days and may be longer depending on the availability of rental properties and the complexities of the participant’s case. So an ongoing caseload may remain around 25 month-over-month. These ongoing cases would require less support than new cases.

15 HOURS PER MONTH: SMALL GROUP PROGRAMMING AND LANDLORD OUTREACH

Each month the Search Facilitator will dedicate time to landlord outreach to expand property owner awareness of the program and the benefits of participation. Outreach will prioritize properties in areas currently underserved by the FHC HCV program. FHC will provide data/direction on target areas.

The Search Facilitator will also host small group meeting(s) as needed to offer new participants information and coaching on how to successfully search for rental units.

CONTRACT TERM, PERFORMANCE REPORTING AND BILLING

The initial contract term is one-year. The contract may be extended in one-year increments with mutual consent. FHC utilizes a Net 30 payment term, meaning we request 30 days from receipt of invoice to process payment. However, we typically process accounts payable twice per month and issue checks within a week or two of receiving an invoice. The contracted search facilitator may submit invoices as frequently as twice per month and at least once quarter to be paid on a Net 30 basis.

Selected contractor may propose their own contract language or utilize the sample memorandum of understanding attached to this RFP/Q. Selected contractor will be required to agree to the HUD “Mandatory Contract Clauses for Small Purchases Other Than Construction” and adopt these clauses by references into the contract.

FHC will monitor program performance through success rates, time-to-lease data, and new lease-ups in target areas.

FHC SUPPORT

FHC will provide information and support including but not limited to:

- ✓ Timely referral of participants in need of search assistance
- ✓ Data on target areas where FHC families are not currently accessing housing
- ✓ Office space and group meeting space for Contractor to use to meet with program participants
- ✓ Access to basic office supplies and machines (FHC letterhead, business cards, copier, fax, postage machine, etc.)
- ✓ Access to participant information and files in accordance with privacy and confidentiality policies.
- ✓ Materials and supplies for activities and events planned and executed as part of this contract. For example, refreshments for a small group participant session or brochures about our program for prospective property owners.

PROPOSALS: Submit proposals/qualifications by FRIDAY, FEBRUARY 25TH AT 4:00 PM by email to hvanpoucker@ferndalehousing.com or by mail to the address on this letterhead. Include the following in your proposal:

1. Qualifications of anyone who will be performing work in this contract, specifically:
 - ✓ Knowledge/Experience working with families in low-income housing programs.
 - ✓ Expertise in Metro Detroit Rental Market, leasing processes, tenant/landlord regulations, and fair housing requirements.

- ✓ Skills in coaching/mentoring/educating adult learners from a range of backgrounds.
 - ✓ Ability to work effectively with and build trust and professional rapport with people who have experienced trauma, extreme poverty, mistreatment, or discrimination, mental/emotional or physical disability, or otherwise come from disadvantaged backgrounds and considerable challenges.
 - ✓ Capacity to establish and foster positive relationships with current and potential property owners to effectively communicate program benefits and expand access to properties for FHC program participants
2. Description of how contractor will approach the scope of work described in this RFP/Q, operationalize this program, and deliver on the objectives of the project
 - ✓ Will program participants work with a single individual or is there a team approach to service delivery?
 - ✓ How will the contractor assess participant needs/priorities and match them to potential rental units?
 - ✓ How will the contractor bridge gaps that could prevent participants from successful lease up?
 - ✓ Describe how program participants' needs will be addressed from point of referral to point of lease up or expiration of voucher in the case of an unsuccessful case
 - ✓ Provide an overview of the landlord outreach efforts/plan contractor will utilize
 3. Summary of information, equipment, staff assistance, or other support contractor will need from FHC to successfully complete the objectives of the project
 - ✓ Beyond what is listed in the section "FHC Support" what will contractor require from FHC staff in order to deliver on the scope of work of this contract
 4. Total not-to-exceed professional fees for this one-year contract.
 - ✓ Provide a total not-to-exceed contract amount including professional fees and expenses
 - ✓ Note any limits to professional time or number of cases handled associated with quoted not-to-exceed amount

PROPOSAL EVALUATION: Proposals will be evaluated based on:

Qualifications: 60%

- Related Education/Training/Credentials
- Related Experience working with families in low-income housing programs
- Related Experience in training/coaching/mentoring families
- Factors that position contractor for success in establishing trust/rapport with HCV families
- Knowledge/expertise in Detroit metro area rental market
- Network/access to prospective property owners

Approach to Project Work: 10%

- Description of how services will be delivered and how the program will be operationalized

Price: 30%

- Total not-to-exceed cost including professional fees and expenses

AGREEMENT FOR CONTRACTED HOUSING CHOICE VOUCHER RENTAL PROPERTY SEARCH FACILITATOR SERVICES

AN AGREEMENT made this _____ day of _____, 2022, by and between THE FERNDALE HOUSING COMMISSION of Ferndale, Michigan, hereinafter referred to as FHC and _____, herein referred to as Contractor.

IN CONSIDERATION of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Engagement: _____ is hereby engaged by the FHC to provide the services described herein.
2. Term and Termination: The term of this agreement shall be for ONE year beginning: _____. The contract may be extended in one-year increments with mutual consent. Absent formal extension, the contract shall continue on a month-to-month basis until formally extended or terminated. Either party may terminate this agreement by giving 30 days' written notice to the other party of the intent to terminate. Email is considered a written form of notice to either extend or terminate.
3. Scope of Work: The contractor will deliver professional services to FHC Housing Choice Voucher program participants as described below.

CAPACITY BUILDING: Work with program participants to prepare them for a successful unit search

- ✓ Provide support and education one-on-one or through small group meetings on how to prepare to be a strong prospective tenant (i.e. credit repair, rental references, etc.) and fair housing basics
- ✓ Provide coaching on how to search for viable rental units, interact with prospective landlords, and understand lease agreements and related rental documents

SECURING TENANCY: Work with program participants to successfully lease up in approvable units

- ✓ Assist participants with understanding the lease document and other rules and requirements of tenancy
- ✓ Assist participants with understanding the inspection process, setting up utilities, and other activities necessary for post-lease/pre-move in



- ✓ Act as liaison with prospective landlords to negotiate issues that may prevent successful leasing

ADVOCACY: Act as liaison between program participants, property owners and the FHC HCV program; refer potential Fair Housing violations to authorities and/or FHC staff for action

SERVICE COORDINATION: Assist program participants with accessing transportation reimbursements or other available resources for their search process

LANDLORD OUTREACH AND DEVELOPMENT: Call on existing landlords and make site visits to prospective landlords to promote the FHC HCV program

- ✓ Educate landlords on the HCV program, dispel myths, provide program information and encourage participation
- ✓ Organize and execute landlord outreach efforts and events
- ✓ Compile and report back to FHC on issues/barriers preventing landlord participation

4. Compensation, Billing and Reporting:

TOTAL ONE YEAR CONTRACT FOR PROFESSIONAL SERVICES WILL NOT EXCEED _____.

Total professional hours are estimated at 80 per month. Contractor is responsible for all associated expenses including mileage/travel.

Billing may occur as frequently as twice monthly and no less frequently than quarterly. Payments are processed on a Net 30 basis. Invoices must be dated, numbered, reference the time frame covered, and include a log of the program participants assisted, the small group programming delivered, and the outreach activities completed during that time period.

FHC will monitor program performance through success rates, time-to-lease data, and new lease-ups in target areas.

5. FHC Responsibility: FHC will provide access to office space and meeting space for Contractor to use to meet with program participants. FHC shall provide access to basic office supplies and machines (business cards, copier, fax, postage machine, etc.). FHC shall provide access to information and files in accordance with the limits of its privacy and confidentiality policies. FHC will provide materials and supplies for approved activities and events planned and executed as part of this contract.
6. Non-assignability: Contractor cannot assign the services to be performed under this contract to another individual, organization or agency without the prior written consent of FHC.
7. Insurance and Cross Indemnification: Each party shall maintain requisite and appropriate property and liability insurance, and any additional insurance required for the professional services rendered. The relationship between Contractor and FHC shall be that of an independent contractor and not an officer, employee or agent of the Commission. Contractor shall indemnify and hold FHC harmless from any loss or liability arising from performing services under this Agreement. FHC shall indemnify and hold Contractor harmless from any loss or liability arising from performing services under this Agreement.

8. Independent Contractor: _____ is an independent contractor and shall not be deemed an FHC employee. In her/his capacity as an independent contractor, Contractor agrees and represents, and FHC agrees, as follows:

- ✓ Contractor has the right to perform services for others during the term of this Agreement.
- ✓ Contractor has the sole right to control and direct the means, manner, and method by which the professional services required by this Agreement will be performed, provided all conform with the scope of services and other terms of this Agreement.
- ✓ Contractor shall determine hours and days of work, and order the work is performed, provided it fulfills the scope of work of the contract.
- ✓ Contractor has the right to hire subcontractors or to use other employees to provide the services required by this Agreement, provided all meet the qualifications included in the proposal and statements assuring consistency in use of personnel.
- ✓ The services required by this Agreement shall be performed by Contractor, her employees or contracted personnel.
- ✓ Contractor is ineligible to participate in any FHC employee pension, health, vacation pay, sick pay, or other fringe benefit plan of FHC.
- ✓ FHC shall make no state or federal unemployment compensation payments on behalf of Contractor or her employees or contract personnel.
- ✓ FHC shall not obtain workers' compensation insurance on behalf of Contractor or her employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide FHC with a certificate of workers' compensation insurance before the employees begin the work.
- ✓ FHC will not withhold any taxes from payments made under this contract. Contractor shall pay all requisite taxes, if any, associated with this contract.

9. HUD Mandatory Clauses: contractor adopts by reference HUD Table 5.1, Mandatory Contract Clauses for Small Purchases Other Than Construction

FERNDALÉ HOUSING COMMISSION: _____ Date: _____
Executive Director

CONTRACTOR: _____ Date: _____
Contractor

**TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES
OTHER THAN CONSTRUCTION**

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i)** and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.