



OFFICIAL NOTICE NUMBER 58115

REQUEST FOR PROPOSAL FOR
MANAGEMENT AND OPERATION OF HOUSING CHOICE VOUCHER PROGRAM

for the Housing Authority of the City of Milwaukee

Issued: Friday, January 19, 2024

Request for Answers to Questions, Clarifications, or Interpretation must be received by
Wednesday, January 31, 2024 @ 5:00 P.M. CST

Submission Deadline: Friday, March 1, 2024 at 2:00 PM CST

Housing Authority of the City of Milwaukee
Post Office Box 324
Milwaukee, Wisconsin 53201

REQUEST FOR PROPOSAL

OFFICIAL NOTICE NUMBER: 58115
MANAGEMENT AND OPERATION OF HOUSING CHOICE VOUCHER PROGRAM

THE HOUSING AUTHORITY OF THE CITY OF MILWAUKEE will receive an electronic submission until 2:00 P.M. CST on Friday, March 1, 2024, for Request for Proposal #58115--Management and Operation of Housing Choice Voucher Program with the Housing Authority of the City of Milwaukee, Wisconsin. All submissions must be time-stamped by 2:00 P.M. CST, Friday, March 1, 2024 in order to be considered. Proposals submitted via email should be sent to: Kent.britton@hacm.org.

Copies of the Request for Proposal may be obtained via the Internet at <http://www.hacm.org/business/procurement>. Kent Britton may be reached at (414) 286-5863 or via email at kent.britton@hacm.org to submit any questions and answers in addition to clarifications regarding this request for proposal.

Where appropriate, the contractor must comply with Executive Order 11246, Federal Labor Standards, Equal Opportunity requirements, and related program requirements as detailed in the Qualification Documents.

THE HOUSING AUTHORITY OF THE CITY OF MILWAUKEE IS AN EEO/AA/ADA
EMPLOYER

HOUSING AUTHORITY OF THE CITY OF MILWAUKEE
809 North Broadway, 3rd floor
P.O. Box 324
Milwaukee, Wisconsin 53201

By: Willie L. Hines, Jr., Secretary-Executive Director

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**REQUEST FOR PROPOSAL
OFFICIAL NOTICE NUMBER – 58115
HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE SERVICES**

I. BACKGROUND

Organizational Background

The mission of the Housing Authority of the City of Milwaukee (HACM) is to foster strong, resilient, and inclusive communities by providing a continuum of high-quality housing options that support self-sufficiency, good quality of life, and the opportunity to thrive.

Chartered by the State of Wisconsin in 1944, HACM is governed by a seven-member Board of Commissioners who are appointed by the Mayor of the City of Milwaukee and confirmed by the Milwaukee Common Council. HACM's programs are funded and regulated by the U.S. Department of Housing and Urban Development ("HUD"). To learn more about HACM and its history, mission, and programs, Respondents are encouraged to visit HACM's website at www.hacm.org.

HACM is the largest public housing authority (PHA) in Wisconsin, providing affordable housing options for over 10,000 low-income households in Milwaukee City and Milwaukee County. HACM's seven-member board of commissioners meet monthly. The Assistant Secretary-Executive Director is responsible for the day-to-day operations of the Agency. HACM wholly owns two instrumentalities (subsidiaries); Travaux, Inc., HACM's development, construction and property management subsidiary and Crucible Inc. that manages the community supportive services program for HACM.

HACM operates Low Income Public Housing developments; mixed-finance housing developments, typically with low income housing tax credit funding (LIHTC) and with a number of Rental Assistance Demonstration (RAD) and regular Project-Based Voucher (PBV) subsidized units; Non-HUD subsidized (market rate) housing developments; Housing Choice Vouchers (HCV), also known as the Section 8 rent assistance program; and Homeownership through the Section 8(y) and Section 32 programs.

HACM is currently comprised of the following major divisions: Please see HACM's Organizational Chart (Attachment E) for details.

- Central Office Cost Center (COCC): Executive Management, Accounting/Finance; Procurement; Human Resources; Information Technology

- Asset Management: Property management of public housing and affordable housing developments, including maintenance operations
- Housing Choice Voucher: Tenant-based vouchers and Project-based vouchers
- Community Supportive Services: Public Safety and Resident Services
- Property Development and Construction (under Travaux, an instrumentality of HACM)

Housing Choice Voucher (HCV) Operations

HACM's Housing Choice Voucher division is currently comprised of the following functions: Please refer to HCV Organizational Chart (Attachment F) for details.

- Office Administration
- Waitlist and New Admissions
- Recertifications
- Project-Based Vouchers (PBV) and Rental Assistance Demonstration (RAD)/PBV
- Lease and Contract
- Inspections
- HAP Payments/PIC Reporting
- Integrity/Quality Control
- Landlord Outreach
- Business Analyst/Special Projects

HACM is expected to receive around \$42 million in HAP revenue and \$5 million in administrative fee in 2023. Currently, the HUD Held reserves (before any potential offset) is projected at \$11 million by the end of 2023. Total contracted units with HUD (including special purpose vouchers that receives separate funding) is 7,823 units. Of this, 1,735 units are allocated to HACM-owned projects as RAD or regular PBV. As of 9/30/23, HACM is currently leasing 75% of the total contracted units.

Below is the breakdown of the 7,823 contracted units:

- Regular tenant-based vouchers – 5,474
- Regular project-based voucher - 622
- Rental Assistance Demonstration project-based voucher – 1,211
- Veterans supportive housing vouchers – 372 (includes 101 PBV)
- Emergency Housing Voucher - 121
- Foster Youth Initiative voucher – 10
- Single Room Only (SRO) - 13

HACM's HCV Project Based Voucher department coordinates closely with HACM's Asset Management division regarding lease up and occupancy issues due to project-based vouchers and/or RAD-PBVs in a number of HACM's affordable low-income housing tax credit developments. And, to comply with regulations, HCV division has engagements with a number of Independent Entities (IEs) to perform the following functions:

- Rent Reasonableness and RAD Rent increases (OCAF calculation)
- Inspections – initial, annual, re-inspections
- Utility allowance updates

In addition, HCV division collaborates with a number of external partners, including:

- U.S. Department of Veteran's Affairs (VA)---Regarding the Veteran's Affairs Supportive Housing (VASH) vouchers
- The Public Child Welfare Agency (PCWA), which is the Wisconsin Dept. of Children and Families, Division of Milwaukee Child Protective Services--- Regarding the Foster Youth to Independence (FYI) program. HACM has 10 FYI tenant-based vouchers and 52 project-based vouchers designated for youth aging out of foster care deployed in HACM-owned developments.
- The Milwaukee Continuum of Care (COC) and Coordinated Entry: Regarding the homeless preference for the Housing Choice Voucher program
- Owners/property management of other privately-owned housing developments that contain PBVs from HACM

HCV Operations – Other Programs

Portability – (In-Out)

HACM's practice is to absorb all Port-ins coming from other Housing Authorities. To the extent possible, we encourage other Housing Authorities to absorb our Port-outs. As of 9/30/23, HCV operations has 36 Port-out vouchers currently administered by other Housing Authorities.

Family Self-Sufficiency Program (FSS)

HACM has an FSS program available to our public housing and HCV participants. We received approximately \$130,000 in FSS grant funding annually. As currently structured, our Resident Services department staff provides case management for the participants/residents and our recertification staff (in HCV or Public housing) handles the recertification process. There are approximately 55 to 60 current participants in the FSS program. At this time, there are also a number of former participants that have graduated or ended participation due to the Yardi conversion issues.

Section 8(Y) Homeownership

Some of our participants in the HCV program are participating in the homeownership program. As of 9/30/23, there are 66 current participants in the 8(y) program.

HCV Operations – SEMAP Status

Since 2021, in response to concerns about the utilization rates in the voucher program, the local field office of HUD has provided HACM with technical assistance both directly by field office staff as well as through other resources. The Milwaukee Field Office of HUD performed a detailed on-site monitoring review of the voucher program in early October 2022 and performed additional review off-site as well. The final written report of findings from HUD was received on December 29, 2022. While the HUD field office noted several improvements that had been made since their last review, they also found substantial non-compliance issues related to financial/accounting as well as programmatic areas. In total, there were 31 findings and 13 concerns in the report which required a corrective action plan from HACM.

Based on concerns raised by the field office on-site monitoring report, the Quality Assurance Division (QAD) of HUD scheduled an on-site Financial Management Review (FMR) and Management and Operations Review (MOR) and a review of the Family Self Sufficiency program (FSS) in December 2022. The review covered the five-year period from 2017 to 2022. We received the initial report on findings from QAD on April 11, 2023. HACM has entered into a Corrective Action Plan with QAD based on the findings.

Some of the concerns identified by QAD include, but are not limited to, the following:

- The HACM HCV financial records and books of account could not be properly and effectively tracked, and lack an audit trail. The use of Multiview for the accounting software system rather than YARDI adds to the complexity in reconciliation between the housing software and the general ledger, as well as to data reported to HUD through VMS and PIC.
- HACM must ensure a forensic audit and reconstruction of the full financial records to determine the true and accurate financial position.
- In addition, there appeared to be disallowed or questioned costs that need to be investigated and/or corrected. For example, HAP payments appeared to be made for a prior year due to a late recertification and were charged inappropriately to HAP expense rather than administrative fee.
- HACM is not properly tracking Family Self-Sufficiency (FSS) escrow amounts and balances. This appears to be related to errors that occurred as part of the conversion from VisualHomes to YARDI in 2019. It has resulted in inaccurate escrow calculations and balances for participants that need to be corrected.
- In addition, based on the MOR review of participant files, the files were deemed in poor condition by QAD. Due to documentation potentially missing from the participant file reviewed (hard copy file and/or electronic), QAD could not readily ensure the correct calculation of HAP payment and tenant rent amounts from the files. This could potentially result in incorrect HAP payments.

Finally, on May 4, 2023, based on the findings of the Field Office and QAD reviews, a number of the scores for the 2022 SEMAP were modified or withheld by HUD, resulting in an overall performance rating of “Troubled”.

II. SOLICITATION PURPOSE

The Housing Authority of the City of Milwaukee (HACM) intends to enter into a contract with a highly-qualified professional consulting and management firm or a highly-qualified public housing authority to manage and operate all of the key functions of HACM's entire HCV program.

The purpose of this solicitation is to obtain an **HCV Management Plan** proposal from highly qualified respondents that at a minimum should address the following key performance areas:

1. Maximize voucher utilization with due consideration to annual budget authority and HUD held reserve.
2. Improve program performance and compliance with rules and regulations.
3. Improve Customer Service, in all areas with transparency and accountability to applicants, participants, landlords, the HACM Board of Commissioners, the City of Milwaukee, the U.S. Department of Housing & Urban Development (HUD), other stakeholders, and the public.
4. Action plan to address backlog in certifications and inspections.
5. Action plan on how to incorporate prior year 100% file review as required in the HUD Corrective Action Plan (CAP).
6. Consider HUD review findings and recommendations; (i.e. CAP) in the proposed systems, policies, procedures and structure.
7. Regain SEMAP high performance status by 2025.

HACM will evaluate the proposals received in the anticipation of an award of a contract. The contract will have negotiated specific/detailed key performance indicators/metrics.

While not part of the scoring process, the cost of the HCV Management Plan proposal should be broken into two:

1. The fee to cover the ongoing cost to manage and operate the entire HCV program. This fee should not exceed 80% of the amount of the annual administrative fees received from HUD. Please provide an explanation for extenuating circumstances if you are proposing more than 80% of the administrative fees. Alternatively, HACM could consider a scaling down approach where the 1st year is higher than 80% and the cost subsequently declines in the following years, as long as the average for the entire contract period is no more than 80%.
2. The cost related to the 100% file review as is required in the QAD Corrective Action Plan (CAP). This cost will be funded separately by HACM.

In order to maintain a fair and impartial competitive process, HACM shall avoid private communication concerning this procurement with prospective Respondents during the entire procurement process. From the issue date of this RFP until the final award is announced, Respondents are not allowed to communicate about this RFP for any reason with any HACM staff except:

- through the RFP Point of Contact named below;
- as otherwise specified in this RFP; and/or
- as provided by existing work agreement(s) (if any)

Prohibited communication includes all contact, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. HACM reserves the right to reject the Submission of Qualification of any Respondent violating this provision.

III. SCOPE OF SERVICES

At present, HACM manages and operates its Housing Choice Voucher program using HACM staff and a number of independent contractors. The selected respondent is expected to manage and operate the entire HCV as follows:

1. HCV Programs operations, including the Section 8 FSS Program– (Key Functions details A- K)
2. Financial Management and Reporting
 - a. HAP Payment Processing, including returns of HAP checks and voided ACH transactions
 - b. FSS Escrow Accounting
 - c. Year-end tax reporting
 - d. Portability billings & collections
 - e. Repayment Agreements accounting
 - f. Bank reconciliation of HAP bank account and FSS bank account
 - g. VMS reporting & corrections
 - h. HAP VMS and GL data entry and reconciliations
 - i. 2-Year-Tool and cash forecasting
 - j. Assistance in year-end financial and single audit work on HCV programs
3. In addition, selected respondents will perform 100% file review as described in “L.”

Please Note: Details of HACM's current key functional areas are presented below for the respondents understanding and for consideration in preparing the Respondent's Proposed HCV Management Plan.

HACM is looking for Respondents to address how they propose to become a direct contract provider of services to HACM for a full outsourcing of the voucher program, including, but not limited to, the following key functions:

- A. **WAIT LIST AND NEW ADMISSIONS:** Perform all processes involved with the wait list and new admissions for all voucher types, including HCV and PBV/RAD and other special purpose vouchers, including but not limited to:
1. Maintain waiting lists
 2. Conduct and administer general and special wait list openings, ongoing maintenance of waiting lists, and closing(s) of waiting lists.
 3. Track utilization and projection of wait list pulls, in order to maximize utilization.
 4. Process application for initial eligibility and required background screening. Verify family composition and income in order to calculate the Total Tenant Payment (TTP) and tenant rent and the housing assistance payment.
 5. Ensure the applicant record/file is complete and has required information required by HUD and voucher policies and procedures.
 6. Provide voucher briefings as needed, with options for a video or virtual briefing for participants.
 7. Process Admission records in Yardi and Rent Café
- B. **ANNUAL RECERTIFICATIONS AND INTERIM RECERTIFICATIONS:** Perform all processes involved with annual recertifications and interim recertifications for all voucher types, including HCV and PBV/RAD and other special purpose vouchers, including but not limited to:
1. Conduct annual recertifications, as needed. Verify family composition and income in order to recalculate the tenant's Total Tenant Payment (TTP) and tenant rent and the housing assistance payment provided by HUD
 2. Conduct Interim Recertifications when a tenant experiences a change in income or family composition between annual recertifications

3. Please note that this scope will include any backlog of annual or interim recertifications that are in process or late at the time of the start date as negotiated in the contract.
 4. Place/remove approved holds on HAP payments
 5. Process Annual and Interim recertifications in Yardi and Rent Café
 6. Ensure the applicant record/file is complete and has required information required by HUD and voucher policies and procedures
 7. HACM has an existing FSS program for both public housing residents and voucher participants operated by HACM's Resident Services division, and currently uses two HACM staff as FSS Coordinators for case management. Section 8 staff currently work in partnership with HACM FSS Coordinator staff to ensure appropriate updates are accomplished in Yardi and in the 50058 record upon every interim and annual recertification, and that the escrows are correctly being calculated. The FSS program is included in the scope of services of this solicitation.
 8. Perform such other related services as may be required from a change in HUD Housing Choice Voucher regulations or requirements.
- C. PORTABILITY:** Perform all processes involved with ports in or ports out, including but not limited to:
1. Administer Port-In Process and billing
 2. Administer the Port Out Process, including processing of Portability billing
- D. PROCESS MOVES:** Perform all processes involved with moves to a different unit, including but not limited to:
1. Process program moves when program participant request to move to another unit
 2. Special Moves, i.e., Mandatory, Emergency, Elective
- E. INSPECTIONS:** To maximize program utilization and compliance, provide quality inspection services to applicants, participants, and landlords. Perform all processes involved with inspections for all voucher types including HCV and PBV/RAD and other special purpose vouchers, including but not limited to:

1. HACM Inspections will be under Housing Quality Standards (HQS) until the implementation of NSPIRE. HACM has requested a delay in implementation of NSPIRE until October 1, 2024.
2. Provide inspection services including managing and conducting inspections for the Tenant-based Housing Choice Vouchers (“HCV”), Project-based Vouchers (“PBV”), and PBV/Rental Assistance Demonstration (“RAD”) and special purpose and other voucher types.
3. Schedule inspections and send notifications of inspection appointments to owners and participants. Ensure inspections are performed within timeframes required by HACM and provided on inspection scheduling letters. Ensure responsiveness to participants and owners with inspection scheduling concerns.
4. Conduct Initial, Biennial, and Special Inspections (including re-inspections)
 - a. Use photographs in concert with form HUD 52580 or 52580A (inspection form) to improve HQS and HACM’s inspection oversight by documenting specific deficiencies and use of photographs verifying all inspection corrections.
 - b. Catalog photos of units and maintain storage of photos for retrieval.
 - c. Generally, conduct inspections between 8:00 A.M. and 4:45 P.M. CST Monday through Friday, excluding HACM holidays
 - d. Will also perform the above equivalent functions once HACM transitions from HQS to NSPIRE HCV Standards.
5. Ensure that the results of inspections and/or re-inspections have appropriately and timely been communicated with the landlord and with the participant.
6. Conduct Quality Control (“QC”) of inspections and inspectors on inspections done by Independent Entities on HACM owned properties.
7. Conduct Environmental Investigations in Elevated Blood Lead Level (“EBLL”) cases where there is a confirmed concentration of lead in whole blood of a child under age six equal to or greater than the concentration in the most recent guidance published by US Health and Human Services Administration (“HHS”).
8. Provide prompt response times, meet deadlines, maintain punctuality, present progress reports

- F. **LANDLORD/TENANT SERVICES**: Perform all processes involved with landlord/tenant services for all voucher types including HCV and PBV/RAD and other special purpose vouchers, including but not limited to:
1. Manage caseload of property owners/landlords and serve as primary point of contact for HACM's relationship with single/multi-family property owners, private developers, and property management companies resulting in the provision of quality housing opportunities for Housing Choice Participants
 2. Always maintains productive professional relationships with internal and external business partners
 3. Processes and reviews all landlord related paperwork and submissions within established cycle times and by following Housing Choice Voucher Program policies and departmental procedures for numerous processes, including but not limited to:
 - a. Determining the landlord's initial eligibility for the Housing Choice Voucher Program and compliance with other regulations
 - b. Manage changes of ownership
 - c. Manage requests for tenancy approval and leasing/contracts
 - d. Negotiates contract rent with landlords for new move-ins and upon contract renewal. Manage requests for rent increases and utility changes,
 - e. Manage contract renewals
 - f. Manage landlord information changes and landlord-related complaints/concerns.
 - g. Encourage and process direct deposit requests
 4. Submits violations on behalf of landlords to compliance; communicates decision to property owners/landlords as appropriate
 5. Manage Owner/Landlord portal that stresses self-maintenance of landlord profiles and provides customer support upon request
 6. Provide outreach meetings to landlords and hold occasional landlord symposiums for current or potential landlords to obtain information on the program
 7. Perform such other related services as may be required from a change in HUD Housing Choice Voucher regulations or requirements, from time to time

- G. **ACCOUNTING/HAP PROCESSING/REPORTING**: Perform all processes involved with accounting/HAP processing and reporting, including but not limited to:
1. Review and process the monthly and/or as-scheduled Housing Assistance Payments (HAP) rent roll and WE Energies utility payments. Prepare and process payments, whether through electronic ACH payment processing or via check processing.
 2. Maintains and tracks landlord overpayments and provide appropriate repayment notices/letters. Process and track landlord repayments
 3. Generate and process 1099 reporting to landlords, and to the HACM Accounting department
 4. Provide appropriate accounting of port in payments, when applicable.
 5. Ensure that all accounting for HAP payments and for Administrative costs are done in accordance with HUD notices and regulations.
 6. Develop and submit various reports accurately and timely, including the monthly program VMS report as well as Public Housing Information Center (PIC) reporting. Will also perform these reporting functions in new HUD systems of record such as Enterprise Voucher Management System (eVMS) and Housing Information Portal (HIP) once the agency transitions to these systems.
 7. Utilize, update and manage the HUD Two Year Tool to analyze HACM's utilization and to analyze different scenarios for leasing and spending decisions. Meet monthly with HUD and HACM to discuss the Tool.
 8. Create, monitor, and manage the program budget and provide budget vs. actual reporting to the HACM Board of Commissioners on a quarterly basis. Performance measurement reporting on key performance indicators, however, may be done more frequently than quarterly with the HACM Board of Commissioners.
- H. **QUALITY ASSURANCE/QUALITY CONTROL**: Perform all processes involved with quality assurance/quality control for all voucher types including HCV and PBV/RAD and other special purpose vouchers, including but not limited to:

1. Conduct Quality Assurance Reviews in compliance with HUD and SEMAP regulations
 - Select random samples of applicant's or participant files to perform quality control review to ensure accuracy of data, that required documentation is present, and that all regulatory and compliance requirements are met. The sample size will consider all participants under management and will be conducted via a random sample or other appropriate risk-based approach to selecting files
 - Take all necessary actions to correct the specific participant file and/or data or to correct or remedy any discrepancies in PIC or VMS data
 2. Provide other quality assurance activities, including but not limited to: (1) identification of potential systemic findings regarding the quality control; (2) making recommendations to Respondent Voucher management regarding any findings and methods to improve business operations, program compliance, and data integrity; (3) identifying potential training gaps that were discovered as part of the quality control review
 3. Maintain the QA Analyst reviews and stay current with statutory, regulatory, and administrative policies associated with HUD, HCV, and LIHTC programs to determine changes required to foster improved program performance, accountability, and cost-effectiveness.
- I. **CUSTOMER SERVICE CALL CENTER:** Perform all processes involved with a customer service call center and also assist clients on a walk-in or scheduled basis. These processes include but are not limited to:
1. Administer Call Center and Customer Service components within optimal time frames to answer and respond to client contacts:
 - a. Provide staff and administer Customer Service Call Center and front reception desk
 - b. Set up email address(es) for customer questions or contacts as well and respond to those contacts
 - c. Call Center must be able to fluctuate between unpredictable call volumes

- d. Provide excellent customer service to program participants, applicants, landlords, and the public via phone and for walk-ins or appointments
- e. Allow customers to access customer service representatives who are fluent in both English and Spanish during normal hours of operation
- f. Provide resolution to caller's inquiry/concern or assign to operations for follow-up and resolution
- g. Accurately track calls handled
- h. Accept calls and address caller issues, escalating to appropriate staff when needed.
- i. Conduct Customer Surveys of participant and landlord satisfaction
- j. Ensure seamless and courteous services to internal and external customers
 - Immediately report to HACM any personnel or technical incidents related to inadequate/unsatisfactory or fraudulent behavior of Selected Respondent(s)'s personnel.
 - Regularly share data, progress reports and maintain open lines of communication with all other teams as needed to ensure program compliance

J. PROGRAM COMPLIANCE: Perform all processes necessary for program compliance, including but not limited to:

1. Process Informal Reviews for Applicant Denials, Participant Terminations, and other Requested informal reviews.
2. Set up and monitor Tenant Repayment Agreements, when necessary
3. Conduct investigations related to fraud and other compliance concerns.
4. Administer requests for reasonable accommodations and other fair housing requests in accordance with federal regulations and on a timely basis

5. Administer requests regarding the Violence Against Women Act, including Emergency Transfer Requests in accordance with federal regulations and on a timely basis
6. Annually update the Payment standards and the Utility Allowance in accordance with HUD regulations.
7. Ensure that all the HUD regulations regarding PBV units (including PBV, RAD/PBV and VASH/PBV are complied with. This includes ensuring that the Independent Entity (IE) requirements are met for PHA-owned properties (e.g., inspections, rent reasonableness, etc.). Also, that the OCAF adjustments are properly determined for the PBV/RAD units. And finally, that the PBV inspection requirements are met (i.e., 20% of units plus all turnover inspections).
8. Ensure that the Program remains compliant with HUD regulations and in accordance with Corrective Action Plans between HACM and the HUD field office and the Quality Assurance Division. Implement Corrective Actions required and incorporate any Corrective Action Plan requirements into procedures and practices.
9. Innovate the Program employing best practices from around the country
10. Review of various HUD exception reports and follow-up response
11. Internal Controls: Document and maintain clear processes, procedures and systems.
12. Maintain well organized electronic filing, labeling and documentation.
13. Update and maintain accurate HACM and HUD Forms, Policies, Materials, Guidebooks and Manuals related to the voucher program.
14. Perform such other related services as may be required from a change in HUD Housing Choice Voucher regulations or requirements, from time-to-time

K. General Requirements to Build Into Core Functions

1. **Provide Outstanding Level of Customer Service Through the Transparent and Respectful Interactions of a Diverse Workforce with a High Level of Integrity**
 - a. Implement the following Customer Service components into their business practice:
 - i. **Accountability:** Maintain strict Human Resources and Conflict of Interest Policies, ensuring contract compliance, prompt implementation of HACM directives, collaboration across work teams, and excellent communication (i.e., lateral, vertical, internal and external).
 - ii. **Timeliness:** Provide prompt response times (meet deadlines and key performance indicators), maintain punctuality, meet any and all HUD deadlines, present progress reports, and manage priorities and deliverables effectively.
 - iii. **Internal Controls:** Document and maintain clear processes, procedures and systems to maintain good segregation of duties and other internal controls.
 - iv. **Organization Standards:** Maintain well organized electronic filing, labeling and documentation.
 - v. **Professionalism:** Provide respectful interactions that include, but are not limited to, verbal and written communications, appropriate work attire and provide superior deliverables.
 - vi. **Recruitment and Retention of Personnel:** Staff, train and retain outstanding employees.
 - vii. **Collaboration:** Participate in pilots of new services, business processes or technologies and cooperate with internal and external partners.
 - viii. **Privacy:** Safeguard personally identifiable information (PII) as required by HUD and prevent potential breaches of this sensitive data. Protect the privacy of individual's information stored electronically or in paper form, in accordance with federal privacy laws, guidance and best practices.

- b. Provide bilingual services to HACM clients with Limited English Proficiency (“LEP”), when requested or needed by a client.
- c. Monitor internal customer service through online evaluations.
- d. Perform random audits of participant and owner files in HACM’s System(s) to ensure proper implementation of HACM’s policies, advisories and HUD PIH-Notices.
- e. Ensure that all documents are retained in HACM’s electronic filing System(s).
- f. Ensure timely and appropriate response to internal and external customers.

2. Ensure Seamless and Courteous Services to Internal and External Customers

- a. All staff must provide helpful customer service to clients. Immediately report to HACM any personnel or technical incidents and/or the inadequate, unsatisfactory, or inappropriate behavior of Selected Respondent(s)’s personnel.
- b. Ensure all correspondence is properly scanned and filed electronically in HACM’s housing system(s) on a timely basis (e.g., within 3 days of receipt).
- c. Pull data directly from HACM’s YARDI housing software to monitor compliance and determine appropriate corrective actions.
- d. Regularly share data, progress reports and maintain open lines of communication with all other Administration Component teams to ensure program compliance.

3. Adhere to HACM’s Branding

- a. “Housing Authority of the City of Milwaukee” or “HACM” or any other language that references the housing authority may only be used upon written approval from HACM, which shall not be unreasonably withheld. HACM reserves the right to revoke such approval at any time.

4. Maintain Complete Files

- a. Ensure that all pertinent tenant and owner information is maintained within HACM's electronic system(s) for immediate retrieval for audit purposes and for documentation for the purpose of investigating fraud and noncompliance.
- b. The successful Respondent should outline their approach on participant files in their Management Plan submitted to HACM. HACM requests that participant files moving forward are kept electronically, rather than as paper-based files. This should be done for any initial/annual/interim certifications completed by the Respondent moving forward. It should also be done for any years reviewed by the Contractor as part of the 100% participant file review. Certifications and other documentation for prior years that are not completed by the Respondent will not need to be scanned electronically.
- c. The Respondent will ensure compliance with HUD's file retention rules as outlined in the HACM Administrative Plan for both electronic and/or paper-based files).

5. Provide Support During Internal, External and Independent Audits

- a. Coordinate with HACM staff in the production of files and associated documentation in response to audit.
- b. Work collaboratively with HACM staff to ensure timely response to all audit inquiries or HUD reviews and shall assist in responses to auditors or to HUD.
- c. In the event that an audit or review results in corrective action(s), work within the designated timelines to ensure that all corrective actions are taken, and proper documentation of such corrective actions is maintained.
- d. Work with the goal of "High Performer" status in any and all applicable indicators within each Administration Component awarded.

6. Reporting

- a. Maintain Information Management System ("IMS") – PIH Information Center ("PIC") submissions of 100% or greater of the files and perform required transactions utilizing PIC and Enterprise Income Verification ("EIV") where applicable.

- b. Run and submit reports to HACM on an on-going basis and, if needed, take appropriate corrective action(s).

7. **Working Hours**

- a. Operate Customer Service Call Center during regular business hours, from 8:00 a.m. to 4:45 p.m. Central Standard or Daylight Savings Time (CS/DT) every Monday through Friday and after hours by appointment as necessary.
- b. Suspend operations to public on observed HACM holidays.

8. **Certification of Staff**

- a. Ensure that all personnel performing services hereunder are certified within one hundred and twenty (120) days of their commencement of work by an entity recognized and approved by HACM. "Certified" means that that the person has received a nationally recognized training and certification that is based on the duties and responsibilities of the respective staff person's job description (e.g., certification/eligibility work, inspection, etc.).
- b. Provide on-going training relevant to the services provided that will ensure the proper implementation of existing and new policies and procedures.

L. 100% Participant File Review

This item of the scope of work is a special work item that is separate from the others as this is a one-time review. As such, it will also have a separate cost and fee schedule associated with it.

As part of the HUD Quality Assurance Division Corrective Action Plan, QAD has recommended a 100% participant file review of all voucher participant files for all voucher types including new admissions, annual reexaminations, and interim reexaminations.

At a minimum, the file review should include the timeframe of any recertifications done during 2022 and 2023. If the file review for those years result in corrections to the household income, tenant portion of rent, or HAP payment, then the file review should be expanded to include any applicable prior years back to 2017.

This work will be done concurrently with the next recertifications---that is, at the time of the next recertification for each client, whether it is an annual or interim. At that time, a file review of the previous years' documentation and calculations for the participant are also completed for accuracy. Thus, this separate item of the scope of work will take approximately 12 months to complete from the starting point of the work.

As noted in #16 and #17 below, the Respondent shall be responsible for making any necessary corrections to comply with HCV rules and regulations based on the file review results.

The 100% participant file review should include all items of compliance that are required under HUD guidance and that are necessary to be documented in a participant file including, but not be limited to, the following:

1. Waiting list selection and eligibility documentation.
2. Identification of assets and calculation of the cash value of assets and income from assets
3. Identification of income sources and calculation of annual income for each family member including use of HUD's EIV
4. Calculation of adjusted income, including:
 - Medical expenses
 - Disability assistance expenses
 - Childcare expenses
 - Elderly/disabled household deduction
 - Dependent deduction
5. Calculation of:
 - Total tenant payment (TTP)
 - Housing assistance payment (HAP)
6. Correct application of payment standards
7. Application of correct utility allowance to the family's rent calculation and matching documentation in the file with utility responsibilities
8. Required family verification documents, including:
 - Social security number (SSN) verification
 - Required release forms, including the *Form HUD-9886*
 - *Declaration 214* and related required verification of eligible non-citizenship status

9. Correct verification of income, assets, allowances, and deductions in accordance with HUD's verification hierarchy
10. Ensure correct progress update for FSS participants, as applicable
11. Documentation of rent reasonableness determinations, as applicable
12. Correct voucher size for the family in accordance with HACM subsidy standards
13. Presence of complete and executed HUD Form 52517 RFTAs, HUD Form 52850 inspection checklists, landlord leases, HUD Form 52641 HAP contracts, and HUD Form 52641-A tenancy addendums for new admission files
14. Presence of other required documentation, including the required notification to the landlord/owner and to the participant of the tenant share of the rent, the HAP payment to the owner, the total rent to the owner, and the effective date of the change (sometimes known as the Notification of Rent Adjustment or lease addendum).
15. Confirmation that the unit passed inspection on, or prior to, the lease effective date for new admission files
16. Confirmation that the effective date of the HAP contract and lease are the same for new admission files
17. Confirmation that the HAP contract was executed no more than sixty (60) days after the lease effective date for new admission files
18. If corrections are needed to Yardi or to the 50058 record, the selected Respondent will make and track the necessary corrections to the record so that any needed changes are made in PIC and VMS.
19. Any corrections that are noted in #17 above, any participants that are found ineligible, and a calculation of total ineligible rent assistance amounts must be reported to both the local HUD field office and to QAD on a schedule to be determined by HUD. The selected vendor/respondent must submit this report to HACMteam@hud.gov, to the Director of the Wisconsin Public Housing Program Center in the Milwaukee Field Office (currently, Shirley Wong), and to an email address that will be provided by QAD.

IV. REQUIREMENTS AND EXPECTATIONS

HACM is particularly interested in proposals that demonstrate excellent administration of Housing Choice Voucher programs that ultimately result in greater utilization with improved quality of service and shorter processing times.

To ensure effective collaboration and management, HACM will appoint a Single Point of Contact (SPOC) who will provide the oversight and serve as communication link between HACM governance and leadership team and the selected respondent.

The Contract with the selected respondent will be for an initial term of five (5) years with an option to extend the contract for an additional three (3) years for a potential total term of eight (8) years. The option to extend for another 3 years shall be at the sole discretion of HACM.

Requirements

- Respondent should have at least five (5) to ten (10) years of prior relevant experience directly managing important aspects of a HUD-funded Housing Choice Voucher Program
- Respondent should have the means to staff, train and maintain a physical staff presence in or around the Milwaukee metropolitan area. However, some services that can be effectively performed remotely may be considered.
- Respondent's personnel shall be employees of the Respondent. However, the Respondent shall agree that existing incumbent HACM staff that currently perform these duties can apply and interview for open positions with the Respondent to provide these services. The selected Respondent must take these HACM employees into serious consideration and may not hire individuals without interviewing and considering HACM staff directly impacted by this contract.
- HACM currently uses Yardi as the sole housing software. The selected Respondent will be required to use the existing housing software, namely Yardi Voyager and Yardi Rent Café. Any additional new technology proposed by the Selected Respondent(s) should be compatible with existing software/technology. The Respondent must demonstrate the compatibility and functionality prior to any commitment by HACM. The allocated cost of the Yardi system shall be paid to by selected respondent.

- Respondent should utilize procedures and policies that provide consistent communication, adequate separation of duties and internal controls, and high quality of services across the program.
- The Selected Respondent will be required to monitor and report to HACM the outcomes of the contract and program compliance to ensure that performance is acceptable based on Key Performance Indicators. HACM and the selected respondent will negotiate and include in the Contract key performance indicators and metrics, which are not limited to SEMAP indicators and utilization/lease up performance.
- The Selected Respondent should implement their own proposed policies/procedures/processes to ensure compliance with HUD regulations and with the current HACM Administrative Plan. During the contract, the Respondent can recommend changes to the Administrative Plan for HACM senior management review as needed.
- Currently, the department has a number of subcontractors that assist in various functions. The Respondent will need to determine whether they wish to keep any of them for continuity, or replace them. However, each contract/purchase order has language around termination for convenience and some may require a certain number of days of notice for termination for convenience, and the selected Respondent must work with HACM so we follow those contract requirements. The following subcontractors currently assist HACM:
 1. City of Milwaukee Department of Neighborhood Services (DNS) – Independent entity Inspections
 2. Homesite (private company)—Independent entity Inspections
 3. Nan McKay—Independent Entity Rent Reasonableness (including OCAF adjustments for RAD units)
 4. NELROD---Annual utility allowance analysis and schedule
 5. Horizon (Madison, WI)—Assistance in processing applicants for initial eligibility for HACM-owned PBV developments

Expectations

- The Selected Respondent will be required to provide outstanding and professional customer service, as well as courteous and timely response to challenges, concerns or questions regarding program administration and rules.

- The Selected Respondent will also be expected to utilize best practices and innovations where possible in the management and operation of the voucher program for all voucher types.
- HACM will provide office and parking space, in-office telephones, and existing office furniture and equipment that are currently being used by the HCV division free of charge. However, future needs or replacements of furniture and equipment will be provided by the selected respondent. Utility cost and minor maintenance shall be agreed upon and negotiated prior to contract execution.
- The agreed-upon Administration fee shall be disbursed in lump sum to the selected contractor within 3 business days of receipt of the Admin fee from HUD on a monthly basis.

V. SUBMISSION REQUIREMENTS AND SELECTION PROCEDURES

PROPOSAL CONTENTS

The purpose of the Proposal is to allow Respondent to demonstrate its qualifications, experience, quality and comprehensiveness of its proposed HCV Management Plan, and competitive differentiators. The proposal should address all the points outlined herein. Brevity is encouraged.

1. **Letter of Interest:** A Letter of Interest on Respondent's letterhead, signed by a top executive and the joint venture Partner, if applicable, should be included. It should include an affirmative statement of your understanding of, and interest in this RFP, the name of Respondent, the location of the principal place of business, the type of business entity (e.g., corporation, partnership, agency, etc.), and the state of incorporation. The name of the primary contact person must accompany the submission, along with direct contact information. The Letter of Interest page should include "Request for Proposals" – Official Notice #58115, Request for Proposals for Housing Choice Voucher Program Administrative Services to support the Housing Authority's Development.
2. **Table of Contents:** The Table of Contents should include a clear identification of the material presented according to section and page number. Please tailor your table of contents to the proposal contents described in this section.

3. **Qualifications Team Expertise / Firm Experience:** The Respondent shall submit evidence of Respondent's ability to perform the work via a profile of Respondent and profiles of key personnel. Respondent's Proposal shall include the following information:
- (a) the legal name of Respondent;
 - (b) a description of the primary area of expertise of Respondent;
 - (c) the names of Respondent's principal(s);
 - (d) the address, telephone number and names of primary contacts;
 - (e) the size of the enterprise;
 - (f) all of Respondent's registration/license numbers(s) in the State of Wisconsin, as applicable;
 - (g) the length of time Respondent and key personnel has had experience in managing HCV operations or of similar nature of engagements (e.g. consulting). List dates of similar contracts including client's names and period of the contract
 - (h) Respondent may submit a general brochure of their work in addition to, but not in lieu of, the preceding requested information.
4. **HCV Management Plan (Plan):** Provide a detailed Plan outlining and demonstrating how this will address the challenges and achieve the goals and objectives of HACM as outlined in this RFP. At a minimum, the Plan should include and cover the following areas:
- a. **Organizational Chart:** Include a chart identifying how the key functions are organized, responsibilities assigned to each function.
 - b. **Staffing Plan:** Detail the staffing level of each functions identified in the organizational chart, if known at the time of submission; identify key personnel that will lead each function; provide resume for any staff already identified that will detail experience, education, trainings and certifications obtain, etc. Also, provide Job Descriptions of all positions that will be identified to run the program.
 - c. **Independent Entities (Contractors):** Identify which functions will be performed fully or partially by outside contractors. These contractors will be hired by the respondent.
 - d. **Technology:** Identify or list additional systems, or applications the respondent intend to use, in addition to Yardi, that will enhance effective program delivery and customer service.

- e. **Quality Control & Assurance:** Describe how the respondent would monitor adherence with regulations, and commercially accepted best standards and requirements of excellent customer service. Detail the processes, procedures and metrics to assure there is consistent quality service delivery.
 - f. **Effective Communication:** Describe the process and structure which the respondent will implement to ensure effective communication and collaboration among stakeholders (e.g., HUD, HACM, property owners, participants, local officials, etc.).
 - g. **Transition Plan:** Include a detailed Transition Plan with major milestone schedules that incorporate a proposed overlap of services and a full transition date while maintaining a continuity of services to clients. Specify in detail the activities and personnel responsible during transition periods of 30 days, 45 days and 60 days prior to a formal full assumption of awarded areas of responsibilities and areas that require coordination with HACM. This should include process of onboarding current HACM staff that respondents chose to hire; hiring and placement of new staff, review of current HACM Administrative Plan and proposal for changes thereto, and termination if any of current HACM contractors/vendors.
 - h. **100% Tenant File Review:** Describe the process on how respondent intends to perform the file review as required and detailed in the scope of work.
 - i. **FSS Administration:** Describe your Plan on how to effectively manage the Section 8 FSS program.
 - j. **Claims and Litigation:** Describe your plan on how the Respondent will manage and defend the variety of legal claims and litigation that may arise as part of the management and operation of the voucher program – whether in administrative forums, state, or federal court –including, but not limited to, appeals of complaints to state circuit court, discrimination complaints to HUD or Wisconsin agencies, and federal litigation.
5. **Past Performance:** Exemplary or satisfactory past performance with HACM, other Public Housing Authorities, or HUD within the past 10 years. Respondents must list and briefly describe any past work history with HACM, other PHAs, or HUD within the past 10 years related to the provision of services related to Housing Choice Vouchers.

At a minimum, please include the scope of work performed, the duration, the jurisdiction of the client, a contact person at the PHA, or HUD familiar with the Respondent's past or ongoing work. Key information that is requested herein includes:

- A description of the work performed
- Duration of the engagement
- Name of the contact at the PHA or HUD including title, address, phone number and email address
- The number of vouchers (Tenant-Based Vouchers and Project-Based Vouchers) administered.
- The annual actual expenses charged and the ratio of administrative cost per voucher.
- Any audit findings or third-party assessment of a Respondent's related work for another PHA.
- Success of the engagement(s), including any qualitative or quantitative outcomes

If no prior experience within the last 10 years, then please respond with an affirmative statement of no past related work as described herein.

6. Cost and Fees Schedule:

The costs to manage and operate the entire voucher program cannot exceed 80% of the amount of the annual Administrative fees received from HUD. Please provide explanation for extenuating circumstance if you are proposing more than 80%.

Alternatively, HACM could consider a scaling down approach where the 1st year is higher than 80% and the cost subsequently declines in the following years, as long as the average for the entire contract period is no more than 80%.

In addition, the Respondent should include a separate cost and fees schedule for the special 100% participant file review as described In Section III (L) above.

- 7. EBE/DBE/MBE/WBE Participation:** Describe the involvement of Emerging Business Enterprises. **See Attachment A**--all respondents shall return completed Form A and B-1 with the proposal.

8. Insurance Requirements: See Attachment B

The proposed contract will require that the Consultant provide the following insurance:

<u>COVERAGE</u>	<u>AMOUNTS</u>
Worker's Compensation	Statutory Limit
Comprehensive General Liability	BI \$500,000 per occurrence PD \$500,000 per occurrence \$1,000,000 aggregate
Automobile Liability	BI \$500,000 per occurrence PD \$500,000 per occurrence \$1,000,000 aggregate (single limit policy)
Professional Liability	\$1,000,000

If any insurance is due to expire during the period of work, the Contractor shall not permit the coverage to lapse and shall furnish evidence of continuous coverage to HACM. Furthermore, HACM shall be named as an additional insured with respect to liability coverage and will be given thirty (30) days' notice in advance of cancellation, non-renewal, or material change in any coverage.

9. Proprietary Information: If respondents want to limit the disclosure of any proprietary information included in their response, the respondent is required to identify all proprietary information in the response using the information in **Attachment C**. If the respondent fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed proprietary and may be made available upon public request after a contract award.

10. Certification of Eligibility: Certification that Respondent, no member of Respondent or any contractor or subcontractor is pending or actively debarred by HUD or any other federal, state or local government agency.

11. Additional Information: Give any additional information not specifically requested previously but considered essential to this proposal. If there is no additional information to present, state in this section: "There is no additional information we wish to present".

VI. Evaluation Process and Evaluation Factors

The proposal evaluation process is designed to award the contract, not necessarily to the Respondent(s) of least cost, but rather to the Respondent(s) whose proposal represents the best overall value as determined by an evaluation of the best technical score (a combination of qualifications and experience) and price/costs. Evaluations are based upon the evaluation factors and weights specifically established within this RFP.

Respondent(s) must provide all information outlined in the Evaluation Factors (as defined below) for the Respondent's proposal to be considered responsive. The quality of answers rather than length of responses to this RFP is important.

After evaluations, the Evaluation Committee will determine a competitive range. The competitive range includes the proposals that have a reasonable chance of being selected for award considering all aspects of the RFP. HACM will negotiate with the Respondent(s) who fall within the competitive range. If required, only those Respondents within the competitive range may be selected for an oral presentation and/or interview.

The presentation/interview process will be arranged to assist the evaluation committee in differentiating those Respondents within the competitive range. Points may be added or deducted from the Respondent's preliminary score as deemed necessary by the evaluation committee. HACM reserves the right to negotiate the final scope of services, price, schedule and any and all aspects of this solicitation with all Respondents in the competitive range.

Once negotiations are complete, HACM may establish a date and time for the submission of best and final offers. If a Respondent does not submit a notice of withdrawal of its offer, or a best and final offer, the Respondent's immediate previous offer shall be construed as its best and final offer. The best and final offers shall be evaluated in essentially the same manner as the initial offers unless otherwise specified.

HACM may award Contract pursuant to the outcome of the application of the Evaluation Criteria contained in this RFP. Award shall be to Responsible and Responsive Respondent whose proposal is in the best interest of HACM. Award shall be subject to the formal approval of HACM's Board of Commissioners. Award may also be subject to approval by HUD. No award may be made to a Respondent whose firm or principals appear on the list of businesses ineligible to receive awards from HACM, the City of Milwaukee or the U.S. Federal government.

HACM reserves the right to reject any and all proposals and reserves the right to secure services solicited by this RFP by means of a non-competitive procurement in accordance with 2 CFR Part 200.320 (f)(4).

The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

Evaluation Factor	Items		Points
A	Team Expertise / Firm Experience [see Section V (3)]	Required	25 Points
B	HCV Management Plan [See Section V (4)]	Required	50 Points
C	Past Performance [See Section V (5)]	Required	25 Points
D	Cost [see Section V (6)]	Required	EVALUATED NOT SCORED
	Maximum Point Value		100 Points

The establishment, application, interpretation and scoring of the above Evaluation Factors (Questions) shall be solely within the discretion of HACM. HACM reserves the right to determine the suitability of proposals on the basis of all of these factors.

DESCRIPTIONS OF EVALUATION FACTORS

The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

Evaluation Factor A (Team Expertise)

.....
25 Points

The selected firm will demonstrate a strong subject matter expertise regarding laws, rules and regulations governing the operation, administration, regulatory compliance and the methods and means of

delivering excellent customer service to all stakeholders participating in the various large housing voucher program consisting of tens of thousands of families receiving some form of housing subsidy. It is expected that the Selected Respondent will work very closely with existing expertise within HACM.

Evaluation Factor B (Proposed HCV Management Plan)

.....

50 Points

Respondent must provide a clear, detailed narrative of the methodology and/or approach for meeting the work requirements of this scope of work as well as expected outcomes. Please describe how the Respondent anticipates collaborating and coordinating between the Respondent team members and HACM. A strong proposal will also set out expected service level metrics to quantify that work is delivered with quality, speed and cost effectiveness. Key performance metrics and minimum timeframes for discrete forms of work would further demonstrate command of the full scope of work and feasibility of approach. The staffing plan will be evaluated extensively under this section as it will demonstrate the feasibility of the personnel and positions intended for each area or function.

Evaluation Factor C (Past Performance)

.....

25 Points

Any Respondent answering this solicitation with a proposal must be in good standing with other current engagements or with relevant past engagements for HACM, any Public Housing Agency, or HUD. The parameters of the various forms of Housing assistance in the form of vouchers are complex, ever changing and a core responsibility that a subgrantee must execute well and cost effectively. There are many stakeholders, and it is voluntary participation of landlords with private housing stock that is being sourced to address an urgent present and growing need of families and individuals to maintain affordable housing to promote economic self-sufficiency. It is crucially important that HACM perform exemplary due diligence to find a Respondent that will be successful and improve upon a successful and cost-effective program to elevate it towards greater success and expand customer service even as costs are managed aggressively to leave more funds available for housing assistance.

Evaluation Factor D (Cost)

.....
EVALUATED, BUT NOT SCORED

MAXIMUM TOTAL POSSIBLE POINTS..... 100

VII. SUBMISSION DEADLINE

Proposals can be filed electronically and will be confirmed by a digital timestamp. Proposals should be submitted to kent.britton@hacm.org no later than 2:00 P.M. (CST), Friday, March 1, 2024. Late submissions will not be accepted. Regardless of method of conveyance, quotations must be received by the due date and time. Late submissions will not be accepted.

No responsibility will be attached to the Housing Authority or its officer for the premature or late opening of a bid that is not properly addressed or identified.

Please identify the email as being: Proposal #58115, Housing Choice Voucher Program Administrative Services, due Friday, March 1, 2024 at 2:00 P.M. (CST). All proposals MUST be digitally timestamped on or before 2:00 P.M. (CST) on the due date, in order to be considered.

In the event that you are not interested in being considered at this time, we would appreciate a short letter or email to Kent.britton@hacm.org from you for our files.

All expenses associated with the preparation and submission of the proposals to HACM and participation in interviews shall be solely born by the respondent.

VI. GENERAL REQUIREMENTS

1. Interpretations of RFP

Any questions, clarifications, or requests for interpretation should be submitted in email via email to kent.britton@hacm.org by Wednesday, January 31 2024 by 5:00 P.M. (CST). No oral interpretations will be made to any firm as to the meaning of the RFP specifications. All answers, clarifications, and interpretations will be summarized in the form of an addendum to the RFP, which will be posted on HACM's website, www.hacm.org/Business/Procurement as soon as possible but at least five days before closing of Requests for Proposals. All such addendum(s) shall become a part of the contract, and all firms shall be bound by such addendum. Addendum shall be signed and returned with the RFP.

No information will be available to any firm regarding the status of their response. However, HACM reserves the right to enter into discussion with firms for purposes of clarification or further information.

2. Responsibility of Prospective Firm

HACM shall award a contract only to a responsible prospective firm who is able to perform successfully under the terms and conditions of the proposed contract. A “responsible” prospective firm must:

- a. Have adequate financial resources to perform the contract, or the ability to obtain them;
- b. Have a satisfactory performance record;
- c. Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- d. Not have been suspended, debarred or otherwise determined to be ineligible for award of contract by the U.S. Department of Housing and Urban Development or any other agency of the U.S. Government.

3. Receipt of Proposals

Proposals received prior to the time of opening will be secured. The officer whose duty it is to open them will do so after 2:00 P.M. (CST) on the closing day, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Respondents are cautioned to allow ample time for transmittal of proposals. Respondents should secure correct information relative to the probable time of arrival to ensure proper delivery.

4. Withdrawal of Proposals

Proposals may be withdrawn on written request dispatched by the respondent in time for delivery in the normal course of business prior to the deadline for submission. Negligence on the part of the respondent in preparing their proposal confers no right of withdrawal or modification of the proposal after such proposal has been opened.

5. Rejection of Proposals

HACM reserves the right to reject any and all responses and waive any irregularities and the proposal of any respondent who: 1) has previously failed to perform properly or completed a contract(s) of a similar nature on time; 2) is not in a position to perform the contract, or 3) has habitually and without just cause neglected the payment of bills or otherwise disregarded his/her obligations to subcontractors or employees.

6. Contract Payments

For the 100% file review work, HACM and Respondent will agree on a performance and payment schedule. Respondent will submit an invoice to HACM itemizing the services performed and cost incurred since the last request for payment. Payment will be made after review of the work product and upon acceptance by HACM of the services performed.

7. Sales Tax

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, HACM is exempt from Wisconsin Use and Sales Tax. Respondents, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the successful firm. Firms are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

8. Request for Proposal

This RFP is not an offer to buy and must not be assumed as such.

9. Indemnification

Respondent agrees that it will indemnify, save and hold harmless HACM their officers, employees, members of the Board of Commissioners, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorney's fees, photocopying expenses and expert witness fees, recovered from or asserted against HACM on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of Respondent or any of its agents, servants, employees or sub-consultants.

HACM shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Respondent or any of its agents, servants, employees or subcontractors, to the Respondent or its insurer and, upon such tender, it shall be the duty of Respondent and its insurer to defend such claim or action without cost or expense to HACM.

10. Slavery Disclosure

“If the successful firm was in existence during or prior to the slavery era (i.e. before 1865), then the bidder shall complete an Affidavit of Compliance for Disclosure of Participation in or Profits Derived from Slavery by Contractors affidavit in accordance with Milwaukee Code of Ordinance 310-14 before a purchase order or contract can be executed (unless such an affidavit has already been submitted and it is on file with the Business Operations Division of the City of Milwaukee). For details on this requirement, see the following website:

<http://city.milwaukee.gov/Directory/Procurement/Forms.htm#.U4oSpKMo71I>”

11. Wisconsin Public Records Law

Both parties understand that HACM is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* Respondent acknowledges that it is obligated to assist HACM in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that Respondent must defend and hold HACM harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

12. Legal Obligations

Compliance with Law in General. Respondent shall comply with all the requirements set forth in the Housing and Community Development Act of 1974 and all regulations promulgated pursuant to this Act as contained in 24 CFR 570. Respondent shall also comply with all other applicable federal, state and local laws and ordinances, including Affirmative Action. Respondent shall assure that its subcontractors/consultants comply with all applicable federal, state and local laws and ordinances.

Compliance with Specific Federal Laws and Regulations. In addition to Law in General above, the Underwriter shall comply with all Federal laws and regulations as referenced or set forth below.

(1) Intellectual Property

A. Copyrights. If this Contract results in book or other copyrightable materials, the author is free to copyright the work, but HACM reserve a royalty-free non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all materials which can be copyrighted.

B. Patents. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HACM for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereupon, shall be disposed of and administered in order to protect the public interest.

13. Termination of Contract for Cause/Convenience

If, through any cause, Respondent shall fail to fulfill in a timely and proper manner their obligations under this contract or if Respondent shall violate any of the covenants, agreements or stipulations of this contract, HACM shall thereupon have the right to terminate this contract by giving written notice to Respondent of such termination and specifying the effective date thereof, at 60 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by Respondent under this contract shall, at the option of HACM, become the property of HACM. On HACM's option and sole discretion, HACM shall determine and pay for the value of services already performed by Respondent. Notwithstanding the above, Respondent shall not be relieved of liability to HACM for damages sustained by HACM by virtue of any breach of the contract by Respondent.

Termination for Convenience of HACM. HACM may terminate this Contract at any time for any reason by giving at least 90 days' notice in writing from HACM to Respondent. If Respondent is terminated by HACM as provided herein, Respondent will be paid an amount which bear the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Respondent covered by this Contract, less payments for such services as were previously made. Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, Respondent shall be reimbursed (in addition to the above payment) for that portion of the actual out of pocket expenses (not otherwise reimbursed under the Contract) incurred by during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of Respondent, Paragraph (VI.C) above, relative to termination, shall apply.

14. Equal Employment Opportunity

Respondent agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Firm must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

15. Ethics

HACM may not enter into a contract, subcontract, or arrangement in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter: 1) any present or former member or officer of the HACM Commissioners, or any member of the HACM Commissioners immediate family; 2) any employee of HACM who formulates policy or who influences decisions with respect to the contract, or any member of the employee's immediate family or the employee's partner, or 3) any public official, or State or local legislator, or any member of such individuals' immediate family who exercises functions or responsibility with respect to the contract or HACM.