



## REQUEST FOR QUALIFICATION (“RFQ”) PS-002-23

The Jacksonville Housing Authority (JHA), has issued this solicitation with the intent to partner with entities to acquire, rehabilitate, construct, or develop several affordable housing developments in accordance with the requirements and terms and conditions specified herein.

**Interested parties who wish to respond to this solicitation must submit the required documents per Section 7.0 “Submittals” to the below individual by the due dates specified in Table A “Procurement Schedule” to:**

**Jacksonville Housing Authority  
Attn: Colene S. Orsini  
Subject: RFQ PS-002-00 Development Partners - DO NOT OPEN  
1300 Broad St. N. Jacksonville, Florida 32202**

The face of the sealed envelope(s) must contain the above information, and once the envelope(s) is/are in the possession of JHA, their contents will not be publicly opened or revealed until a Memorandum of Understanding (MOU) is awarded.

**Interested parties are highly encouraged, to check the Housing Agency Marketplace website prior to the submission of their sealed response to ensure they are aware of any Amendment(s) that may affect this solicitation. They should also send an e-mail acknowledgement to [corsini@jaxha.org](mailto:corsini@jaxha.org), indicating that they have downloaded this solicitation from Housing Agency Marketplace website. Doing so, will allow JHA to notify interested parties of any amendments that may affect this solicitation.**

**Late submissions will be handled in accordance with the provisions in Attachment K Form HUD-5369-B Section 6 entitled: “Late Submissions, Modifications, and Withdrawal of Offers”.**

Interested parties, who have questions about this solicitation should send an email (preferably) to [corsini@jaxha.org](mailto:corsini@jaxha.org) with **“RFQ PS-002-23”** in the subject line by the due dates specified in Table A Procurement Schedule.

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Colene S. Orsini, Procurement Supervisor

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**I. ORGANIZATION OVERVIEW**

**1.0 PROFILE OF THE JACKSONVILLE HOUSING AUTHORITY**

- 1.1 JHA is currently governed by the Housing Authorities Law, Chapter 421 of the Florida Statutes and Chapter 51A of the City of Jacksonville Ordinance Code. It is a public corporation, and its functions are essential governmental functions. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low-income families, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (HUD). JHA is a Public Housing Agency.
- 1.2 The property of JHA is used for essential public and governmental purposes, and its properties are exempt from all taxes, including sales tax on all its purchases of supplies and services.
- 1.3 JHA enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.
- 1.4 JHA maintains contractual arrangements with HUD to manage and operate its Low Rent Public Housing program and administers the Housing Choice Voucher Programs. JHA's programs are federally funded, and its revenues are received from federal funds, administrative fees, development grants and rental income.
- 1.5 JHA provides affordable homes and services to more than 40,000 low-income Jacksonville residents, thorough out Housing Choice Voucher Program, public housing, and tax credit units around the City.

**END OF SECTION I**

**II. SPECIAL TERMS AND CONDITIONS**

**2.0 INTENT**

- 2.1 See Exhibit A.
- 2.2 This solicitation does not represent a commitment or offer by JHA to enter into contract(s), or other agreement with any interested party(ies).

**3.0 PERIOD OF PERFORMANCE**

- 3.1 Acceptance of an Entity’s Offer for the services specified herein will be made by executing a duly authorized Memorandum of Understanding (MOU) or other agreement prepared by JHA as to form and content.
- 3.2 Offerors are cautioned against making assumptions or accepting any representation(s) by any employee, member, officer, or representative of JHA concerning the selection of the Successful Offeror(s), until a MOU has been finally negotiated and executed.
- 3.3 Any MOU’s must first be approved by JHA’s Board of Commissioners.

**4.0 PROCUREMENT SCHEDULE**

- 4.1 The anticipated procurement schedule for this solicitation is annotated in Table A attached herein.

**5.0 SELECTION CRITERIA**

- 5.1 JHA will convene an Evaluation Committee, who will have the responsibility of evaluating and scoring all responses submitted by the specified due date to determine the Successful Offeror(s).
  - 5.1.1 Exhibit B “JHA’s Development Score Card Instructions” contains the criteria and maximum points that will be used to evaluate and rank responses to this solicitation.
    - 5.1.1.1 MOU(s) may be awarded to one or more entities whose submittals were judged to be the most advantageous and feasible to JHA.
  - 5.1.2 The most responsive and responsible Entity(ies) will be provided with an opportunity to enter into discussions to refine the Scope of Services, and the MOU.
  - 5.1.3 During the evaluation process, JHA reserves the right to call for supplementary information from Offerors, and to meet with them to clarify points of uncertainty or ambiguity. Offerors agree to cooperate fully and promptly in providing such supplementary information.

5.1.4 JHA reserves the right to:

5.1.4.1 Conduct negotiations;

5.1.4.2 Make multiple awards in its best interests;

5.1.4.3 Reject any and all proposals at its discretion;

5.1.4.4 Request additional information/clarification from any proposer(s); and,

5.1.4.5 Select the successful proposer(s) at its sole discretion.

5.2 If negotiations are successful, a MOU may be awarded to the responsible entity(ies) whose qualifications, plans, and other factors are deemed most advantageous to JHA.

5.3 In the event services are initiated prior to the processing of a fully executed MOU, such services would be provided without guarantee of compensation.

5.4 Suspended and/or debarred Entity(ies) (as determined by JHA), will be considered non-responsible.

## **6.0 SCOPE OF SERVICES**

6.1 See Exhibit C.

## **7.0 SUBMITTALS**

7.1 Interested parties are encouraged to register their entity on the Housing Agency Marketplace website which will facilitate JHA contacting them regarding future solicitations that match their entity's profile.

7.2 All responses must conform to the requirements specified herein. Non-conforming responses may be considered non-responsive by JHA.

7.2.1 JHA is not responsible for any costs that may be incurred in the development and submittal of any responses to this solicitation.

7.2.2 All submissions and any information made a part thereof, will become a part of JHA's official files, without any obligation of JHA to return it to the individual Offeror. This solicitation, and the selected entity's submissions will (by reference), become a part of any formal agreement between the entity(ies) and JHA.

7.3 **ALL OF THE DOCUMENTS LISTED IN SECTION 7.4 MUST BE SUBMITTED ON A FLASH DRIVE AS ONE (1) COMPLETE ADOBE FILE WITH THE NECESSARY INFORMATION IN A SEALED ENVELOPE.**

7.3.1 **THE CONTENTS AND ACCURACY OF THE FLASH DRIVE MUST BE CHECKED BEFORE IT IS SUBMITTED TO JHA.**

7.3.2 **FLASH DRIVE DOCUMENT MUST MATCH THE HARDCOPY, INCLUDING ALL SIGNATURES.**

7.4 **One (1) original (clearly marked on the outside of a three-ring binder)** of the responses may be hand delivered or mailed with the flash drive to the location specified on page 1. Each response must be tabbed, and contain the following:

7.4.1 **Letter of Transmittal (LT)**

7.4.1.1 Acknowledge the receipt, review of this solicitation, and any Amendment(s) issued by JHA.

7.4.1.2 The LT must be on entity letterhead, manually signed by authorized official of the entity (who can negotiate, and contractually bind the entity to perform the services specified herein), along with their title, phone number, and e-mail address.

7.4.1.3 Provide a brief non-technical overview of the Entity's business. Include the history and the range of services that can be offered. Indicate how and why the Entity's products and services can meet the needs of JHA.

7.4.1.4 Termination: Indicate whether the Entity has been terminated from a contract and/or legal agreement (that is similar to the services described herein) and describe the circumstances and outcome.

7.4.1.5 Litigation: Indicate whether the Entity has ever sued or been sued by a public agency and describe the circumstances and outcome.

7.4.1.6 Eligibility to Bid and Contract: Indicate whether the Entity has been disbarred from bidding on projects by any federal, state, or local government agency. Fully disclose the details.

7.4.2 **Table of Contents**

7.4.3 **Proposed Site Submittal**

**7.4.3.1 Project Design and Location** - Provide a general description of the proposed project(s) that includes any relevant information such as:

7.4.3.1.1 Conceptual design;

7.4.3.1.2 Unit type and unit mix;

7.4.3.1.3 Tenant amenities;

7.4.3.1.4 Community amenities (schools, parks, libraries, police, fire stations, grocery stores, churches, recreation, transportation & healthcare);

7.4.3.1.5 Location - Legal description and street address; and

7.4.3.1.6 Census Data on the subject tract including percentages of families by race and ethnicity as well as the percentage of families in poverty.

**7.4.4 Development Plan and Financial Plan Submittal**

**7.4.4.1 Budget, cost control and results.**

7.4.4.1.1 Predevelopment and development budgets and operating budget;

7.4.4.1.2 Sources and Uses of Funds;

7.4.4.1.3 Cash flow projections, assumptions;

7.4.4.1.4 Stream of Income allocation between JHA and Development Partner for all revenue sources. Include approaches for JHA providing guarantees at the time of development partner's exit from the Partnership; and

7.4.4.1.5 Offeror should assume that the development will be exempt from ad valorem taxes and be subject to Davis Bacon Wage regulations (as applicable).

**7.4.4.2 Project Design Concepts and Location**

7.4.4.2.1 In a narrative and diagrammatic presentation, provide a detailed description of the proposed project(s) that includes any relevant information such as:

7.4.4.2.1.1 Conceptual design;

7.4.4.2.1.2 Unit type and unit mix;

7.4.4.2.1.3 Tenant amenities;

7.4.4.2.1.4 Community amenities (schools, parks, libraries, police, fire stations, grocery stores, shopping, churches, recreation, transportation, and healthcare);

7.4.4.2.1.5 Legal description and street address;

7.4.4.2.1.6 Preliminary construction/rehabilitation estimate; and

7.4.4.2.1.7 Provide an execution plan including schedules with tasks on how this work will be accomplished.

**7.4.4.3 Schedule of Performance / Timeliness**

7.4.4.3.1 Indicate the proposed timelines to perform the services specified in Exhibit C Scope of Services.

**7.4.5 Other Considerations**

7.4.5.1 Provide any additional information that will facilitate JHA's review of a proposal.

7.4.6 It is imperative that each package submitted to JHA for consideration have all the required documents.

7.4.6.1 Each package that does not contain all the required documentation will be found non-responsive by JHA.

7.4.7 Attachment A "Declaration".

7.4.8 Attachment B "Non-Collusion Affidavit".

7.4.9 Attachment C "Acknowledgement".

7.4.10 Attachment D "Section 3 Requirements and Commitment",

7.4.11 Attachment E "Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs (Form HUD 5369-A)".

7.4.12 Attachment F "JHA Development Score Card".

7.4.13 Attachment G "Score Sheet for 3rd Party New Development or Acquisition".

7.4.14 Attachment H: Instructions to Offerors Non-Construction (Form HUD 5369-B)

7.5 Responses received after the specified date and time will be considered non-responsive.

**END OF SECTION II**



**III. GENERAL TERMS AND CONDITIONS**

**8.0 AMENDMENTS**

8.1 Any interpretation(s) affecting this solicitation will be issued in the form of an amendment by JHA prior to the specified due date on page 1. JHA will not be bound by, or responsible for any other explanations or interpretations of this solicitation other than those given in writing as set forth herein. Oral instructions, interpretations, or representations will not be binding upon JHA or representatives of JHA. All amendments shall be binding in the same way as if originally written in this solicitation.

**9.0 AVAILABILITY OF FUNDS**

9.1 In the event that funds become unavailable, JHA may cancel the award.

**10.0 AVAILABILITY OF RECORDS**

10.1 The U. S. Department of Housing and Urban Development, the Inspector General of the United States, JHA, and any duly authorized representatives of each shall have access to and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like of the entity(s) office, that relates to any work that is performed as a result of this solicitation.

**11.0 BASIS OF PROPOSAL**

11.1 Interested parties are responsible for ensuring they have all documents referenced and incorporated in this solicitation and are familiar with the contents of those documents. Failure to do so shall be at the sole risk of the Offeror and no relief shall be given for errors or omissions by the Offeror.

**12.0 CANCELLING THE SOLICITATION**

12.1 JHA may cancel this solicitation at any time, and when it is in its best interests to do so.

12.1.2 JHA reserves the right to cancel this solicitation, or to reject, in whole or in part, any and all submissions received in response to this solicitation, upon its determination that such cancellation or rejection is in the best interest of JHA.

**13.0 CONFIDENTIALITY OF SUBMITTALS**

13.1 As stated on page 1, responses to this solicitation will not be opened publicly. All submittals and information shall remain confidential until all negotiations are completed and a Notice of Award is issued. All submittals received by JHA shall be included as part of the official file. Therefore, any part of the submittal that is not considered confidential, privileged, or proprietary under any applicable

Federal, State, or local law shall be available for public inspection upon completion of the procurement process.

Any material submitted by the Offeror that is to be considered as confidential must be clearly marked as such; however, the applicable provisions of Federal, State, and local laws shall govern the confidentiality of submittals despite anything contrary to this provision stated in the submittal.

**14.0 ETHICAL BEHAVIOR**

14.1 Interested Entities shall not:

14.1.1 Offer any gratuities, favors, or anything of monetary value to any official or employee of JHA for the purpose of influencing consideration of a submission; and,

14.1.2 Engage in any practice which may restrict or eliminate competition (i.e., collusion), or otherwise restrain trade.

14.1.2.1 The above is not intended to preclude joint ventures or subcontracts.

14.2 Ethical violations will cause a response to this solicitation to be rejected.

**15.0 REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY**

15.1 The requirements of federal, State and local laws, including but not limited to Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the successful bidder(s) or proposer(s).

15.2 The successful bidder(s) or proposer(s) will:

15.2.1 Adhere to federal, State and local laws and regulations prohibiting discrimination on the basis of age, including but not limited to the Age Discrimination Act of 1975, as amended, and prohibit discrimination against disabled and handicapped individuals which include, but are not limited to, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990, as amended.

15.2.2 Meet the requirements of:

15.2.2.1 Section 3 of the Housing and Urban Development Act of 1968, relating to the training and employment of individuals, and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.

15.2.2.2 Executive Orders (EO's):

- EO 11246 relating to equal employment opportunity in connection with federally funded programs.
- EO's 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

16.0 **FACILITIES**

16.1 JHA reserves the right to inspect the selected entity's facilities during normal business hours. Proper notice will be given.

17.0 **INFORMALITIES**

17.1 JHA reserves the right to waive minor informalities, which are matters of form rather than substance. There are insignificant mistakes that can be waived or corrected without prejudice to the other bidders or proposers and have little or no effect on price, quantity, quality, delivery, or contractual conditions. Examples include failure to: return the number of signed bids required by the bid package; sign the bid, provided that the unsigned bid is accompanied by other documents indicating the bidder's intent to be bound (e.g., a signed cover letter or a bid guarantee); complete one or more certifications; or acknowledge receipt of an amendment or addendum, provided that it is clear from the bid that the bidder received the amendment/addendum and intended to be bound by its terms, or the amendment/addendum had a negligible effect on price, quantity, quality, or delivery.

18.0 **INDEMNIFICATION AND HOLD HARMLESS**

18.1 See Exhibit D.

19.0 **INSURANCE**

19.1 See Exhibit E.

20.0 **MISTAKES IN BIDS**

20.1 General

20.1.1 While proposers/bidders will be bound by their submittals (the "entity bid rule"), circumstances may arise where correction or withdrawal of their bid or proposal is proper and may be permitted. Correction or withdrawal of a bid or proposal will be done in a manner that will protect and maintain the integrity and fairness of the competitive solicitation process.

20.2 Mistakes Discovered Before Solicitations Are Opened

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20.2.1 Interested parties may withdraw or modify their submittals by written or facsimile notice prior to the opening of the solicitations.

20.3 Review of Mistakes

20.3.1 After the solicitations are opened, JHA will review all submittals to ensure there are no obvious mistakes, e.g., the sum of individual bid line items does not equal the total price. If a submittal appears to have a mistake, JHA will notify the interested of any apparent mistake(s) in his/her submittal, and request verification of the total price as submitted.

20.4 Mistakes After Solicitations Are Opened

20.4.1 If this solicitation is soliciting bids, then in general, bidders will not be permitted to change a bid after bid opening. In rare cases, JHA may permit the revision of a bid if the bidder is able to present clear and convincing evidence, acceptable to JHA, of a mistake and the intended bid price. Allowing changes to bids without appropriate evidence may compromise the integrity of the public bid process and serve to undermine public confidence in JHA's bidding process. Therefore, JHA will request as much evidence as it deems necessary. Examples of evidence may include: original work papers, bids from suppliers and subcontractors used to develop the bid, bonding or insurance evidence supporting a different bid price, etc. Failure or refusal by a bidder to provide adequate evidence shall result in the original bid remaining unchanged. Consultation with JHA's legal counsel will occur before authorization is given change a bid. If justified, a low bidder can be replaced with the next lowest bidder.

21.0 **PATENTS AND ROYALTIES**

21.1 The successful Entity(s) shall indemnify and save harmless the JHA and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or not patented inventions, process or article manufactured or used in the performance of the contract, including its use by JHA. If the entity(s) use(s) any design, device or material covered by letters, patent, or copyright, it is mutually agreed and understood that the entity(s) shall include all royalties or cost arising from the use of such design, device, or materials involved in the work.

22.0 **PAYMENTS**

22.1 JHA will process all invoices after the work has been approved by JHA's Project Manager. Payment terms are Net 30 days.

22.2 Irrespective of any default hereunder, JHA may at any time cancel the contract in whole or in part. Should this occur, the successful bidder(s) or proposer(s) shall be

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entitled to equitable compensation for all work completed and accepted by JHA's Project Manager prior to such termination or cancellation.

**23.0 PERMITS**

23.1 The successful bidder(s) or proposer(s) shall obtain and pay (independent of JHA), all permits, certificates, and licenses required and necessary for the performance of the work specified herein. Furthermore, they shall post all notices required by law, and shall comply with all laws, ordinances, and regulations which may affect their performance.

**24.0 PROJECT MANAGER**

24.1 JHA will designate a Project Manager who will be the initial point-of-contact on all matters relating to the MOU.

**25.0 QUESTIONS**

25.1 Interested parties should follow the instructions on page 1 should they have any questions, or if they need additional information about this solicitation. Oral instructions, interpretations, or representations will not be binding upon JHA or JHA's representatives.

25.2 Interested parties are prohibited from querying JHA personnel or members of its Board of Commissioners regarding this solicitation except through written questions submitted in the manner, and within the time frame indicated on page 1 of this solicitation.

**26.0 REMOVAL OF EMPLOYEES**

26.1 JHA may request the successful bidder(s) or proposer(s) to remove immediately from the contract/project any employee found unfit to perform their duties due to one or more of the following reasons, which includes, but is not limited to:

26.1.1 Negligence, being disorderly, using abusive or offensive language, quarreling, or fighting, stealing, vandalizing property; and,

26.1.2 Engaging in immoral or inappropriate behavior (e.g., being intoxicated, or under the influence of mind-altering substances), or pursuing criminal activity (e.g., selling, consuming, possessing or being under the influence of illegal substances).

**27.0 RESERVATION OF RIGHTS**

27.1 Depending upon the circumstance(s), JHA reserve the right to change, modify, or alter any Draft MOU associated with this solicitation.

**28.0 STANDARDS OF CONDUCT**

28.1 The employees of the successful bidder(s) or proposer(s) shall conduct themselves in a responsible and professional manner, and may be removed from the project if they display behavior that is unacceptable to JHA.

**29.0 SUBCONTRACTING**

29.1 Any MOU issued as a result of this solicitation will not be assigned, transferred, or subcontracted (in whole, or in part) unless it has been previously approved by JHA in writing.

**30.0 TERMINATION**

30.1 Irrespective of any default hereunder, JHA may at any time, at its discretion (for convenience or cause), terminate the MOU in whole or in part, and in such event the entity shall be entitled to receive equitable compensation for all work completed and accepted, prior to such termination or cancellation.

**31.0 TRAVEL AND REIMBURSEMENTS**

31.1 JHA will not issue any reimbursements for travel, lodging, meals, or other miscellaneous or ancillary expenses, unless it has been defined in the final negotiated MOU.

**32.0 SUPPLEMENTS**

32.1 The following documents are incorporated by reference into this solicitation:

- Attachment A: Declaration
- Attachment B: Non-Collusive Affidavit
- Attachment C: Acknowledgement
- Attachment D: Section 3 Requirements and Commitment
- Attachment E: Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs (Form HUD 5369-A)
- Attachment F: JHA Development Score Card
- Attachment G: Score Sheet for 3rd Party New Development or Acquisition
- Attachment H: Instructions to Offerors Non-Construction (Form HUD 5369-B)
  
- Exhibit A: Intent and Introduction
- Exhibit B: JHA's Development Score Card Instructions
- Exhibit C: Scope of Services
- Exhibit D: Indemnification and Hold Harmless
- Exhibit E: Insurance
- Exhibit F: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
- Exhibit G: Requirement for Subcontracting with Small Businesses and Minority Businesses
- Exhibit H: Memorandum from JHA CEO/President
- Table A: Procurement Schedule

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- 32.2 Interested parties are responsible for ensuring they have all documents referenced and incorporated in this solicitation and are familiar with the contents of those documents. Failure to do so shall be at the sole risk of the offeror and no relief shall be given for errors or omissions by the offeror.

**END OF SECTION III**