



**BELLINGHAM
WHATCOM COUNTY
HOUSING AUTHORITIES**

Request for Proposals
**Tenant-Based Housing Choice Voucher
Supportive Housing Referral Voucher Program**

208 Unity Street
Bellingham, WA 98225

I. INTRODUCTION

A. Purpose of Request for Proposals (RFP)

The U.S. Department of Housing and Urban Development (HUD) through 24 CFR 982.207 authorizes Public Housing Authorities to establish local preferences for selection of families admitted to the Housing Choice Voucher program. Preferences must be based on local housing needs and priorities. The Bellingham Housing Authority acknowledges the community would benefit from additional opportunities for service enriched housing that offer long-term rental assistance. Applicants referred through the local preference program are eligible for placement on the voucher waiting list even if it is otherwise closed, and they will generally be placed at the top of the waiting list thereby expediting the selection process.

The purpose of this RFP is to solicit proposals from qualified agencies interested in accessing tenant-based Housing Choice Vouchers (HCVs) and providing ongoing supportive services to program participants. The objective of the program is to offer individuals and families an opportunity for permanent affordable housing and provide supportive services that will enable them to stabilize their living conditions and remain successfully housed.

Agreements resulting from this RFP will be for an initial one (1) year period with two (2) one-year options to renew at the sole discretion of Bellingham Housing Authority (BHA). It is estimated that the total number of vouchers available for the program will be 60 (5 released per month) and the evaluation criteria for ranking proposals places emphasis on collaboration between housing, supportive services, and educational institutions (i.e., public schools, community colleges, etc.).

All supportive service agencies operating in Whatcom County are invited to submit a written proposal outlining the organization's qualifications, capacity, and willingness to provide ongoing supportive services. A more detailed explanation of the Scope of Work to be addressed in the proposal is set forth in Exhibit A of this RFP.

This RFP is to provide access to rental assistance through the Housing Choice Voucher program and does not provide physical housing options or funding for supportive services.

This RFP is being issued as an expansion of BHA's current local preference program and is specifically targeted toward organizations who operate time-limited subsidy programs within Whatcom County. BHA is expanding its current local preference program to specifically address the identified need for long-term rental assistance among Whatcom County participants in short/medium-term subsidy programs. Short/medium-term subsidy programs are defined as programs operated by public, private, or non-profit organizations who provide time-limited rental assistance for permanent housing in combination with support services (e.g. rapid re-housing). The duration of rental assistance must be time-limited based on Federal, State, or Local regulations.

Proposals that do not meet the intent and target of this RFP as stated above will not be reviewed.

Individuals and families referred for HCVs in connection with Agreements resulting from this RFP must meet the following criteria:

1. Currently reside in Whatcom County; and
2. Currently be assisted through a short/medium-term subsidy program that will end within one hundred eighty (180) days based on regulatory time limits; and
3. Are in compliance with all current program requirements including but not limited to active engagement with supportive services; and
4. Without long-term rental assistance the applicant would likely return to homelessness because they lack adequate resources to maintain housing.

II. GENERAL INSTRUCTIONS

A. Proposal Submittal

Proposals **must be delivered via email by 12:00 p.m., Pacific Standard Time, March 24, 2023**, to:

Steve Grichel, Housing Programs Supervisor
steve.grichel@bellinghamhousing.org

Proposals received after 12:00 p.m. on March 24, 2023, will be rejected as non-responsive and returned without review. Proposals must be sent via email to the address above and acceptable file formats include Microsoft Word and Adobe PDF.

B. RFP Questions

All questions concerning this RFP shall be directed to Steve Grichel, Housing Programs Supervisor. Questions must be submitted in writing to steve.grichel@bellinghamhousing.org no later than 12:00 PM March 16, 2023, and responses will be posted on the Bellingham Housing Authority's website (www.bellinghamhousing.org) no later than 12:00 PM March 17, 2023.

To avoid all appearances of impropriety, proposers should only contact the above referenced staff person and shall not attempt to contact any BHA Commissioner or the Executive Director. No oral request for clarification or additional information will be accepted.

The BHA will not answer any questions received after the deadline for submittal.

C. Proposed form of Contract

The successful proposer(s) selected for award through this RFP shall be required to enter into a Memorandum of Agreement (MOA) with BHA, a draft of which is attached as Exhibit B. The MOA presented in Exhibit B of this RFP is the agreement proposed for execution. It will be modified to incorporate the necessary elements of

the successful proposal, pertinent terms and conditions set forth in this RFP, and to comply with any relevant regulations. The proposer's inability to comply with any of the provisions of the MOA must be declared in their proposal.

The proposer's attention is directed particularly to the insurance article in the MOA, which specifies the minimum insurance requirements that must be met by the successful proposer(s). The proposer's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the proposal.

III. PROPOSAL FORMAT AND CONTENT

A. Presentation

Proposals shall be submitted in Microsoft Word or Adobe PDF format. Proposals should be typed and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The form, content and sequence of the proposal should follow the outline presented below.

B. Proposal Content

1. Transmittal Letter/Introduction

The letter of transmittal shall be addressed to Steve Grichel, Housing Programs Supervisor, and must, at a minimum, contain the following:

- a. Identification of the offering agency, including name, mailing address, email address and telephone number;
- b. Proposed working relationship among the offering agency and subcontractors, if applicable;
- c. Name, title, address and telephone number of the contact person during the period of proposal evaluation; and
- d. Signature of the person authorized to bind the offering agency to the terms of the proposal

2. Qualifications and Experience

- a. This section should establish the ability of the proposer (and its subcontractors, if any) to satisfactorily perform the work proposed. Include:
 - Demonstrated competence in the services to be provided;
 - The nature and relevance of similar work currently being performed or recently completed;
 - Knowledge of Housing Choice Voucher program requirements;
 - Record of meeting schedules and deadlines of other clients; and
 - Strength and stability as a business concern including specific information on funding sources that will support work described in proposal.
- b. Furnish background information about your agency, including date of founding, legal form (non-profit 501(c)(3), unit of government, etc.), number

and location of offices, principal lines of business, number of employees and organizational chart.

Disclose any conditions (e.g. bankruptcy, pending litigations, planned office closures, impending mergers) and organizational conflicts of interest that may affect your ability to perform contractually.

3. Staffing and Organization

Identify the key personnel from your agency that would be assigned to the project. Include a brief description of their qualifications, job functions and office locations. Designate a project manager who will provide day-to-day oversight of the required work and become BHA's primary contact person.

4. Work Plan

- a. Describe how your agency will accomplish the work and satisfy BHA's objectives described in this RFP.
- b. Describe your outreach and referral process including how you will select clients, what target populations and geographic areas you will serve, and the number of referrals your agency is interested in submitting monthly, keeping in mind there must also be capacity to provide ongoing supportive service.
- c. Provide a description of your agencies current or planned strategies to provide renter education focused on being a successful tenant, including details on specific format and/or curriculum.
- d. Provide a description of the specific supportive services you will provide to the individuals and families referred for vouchers. Include the length of your agency's commitment to each household, details on where services will be delivered, and how you will engage households who are resistant to participate in services?
- e. Explain how the target population and work being described is consistent with local needs and priorities as stated in the Consolidated Plan, Comprehensive Plan, Plan to End Homeless and/or other local documents. Provide direct citations, references, and data as applicable.
- f. If applicable, describe how your agency will collaborate with educational institutions including how your program assist students and their families. If the collaboration includes a K-12 public school district, include how will you coordinate efforts with the schools McKinney-Vento Act Liaison. Provide copies of any formal agreements your agency has with an educational institution(s).

IV. PROPOSAL EVALUATION

A. Evaluation Panel

An evaluation panel consisting of BHA staff will be responsible for reviewing, analyzing and evaluating the proposals received. The panel may also conduct negotiations with the highest rated proposer(s).

B. Evaluation Criteria

Proposals will be evaluated against the factors listed below. Within each evaluation criterion listed, the sub-criteria to be considered are those described in the "Proposal Format and Content" section of this RFP.

Qualifications and Experience	25 points
Staffing and Organization	20 points
Work Plan	25 points
Consistency with local plans and priorities to address housing needs	15 points
Evidence of collaboration between housing assistance, supportive services, and educational institutions (school districts community colleges, etc.)	15 points

The BHA expressly reserves the right to reject any and all proposals, with or without giving a reason, and to waive any irregularities or informalities in the offers received. In the event of such rejection, or in the event a proposer's offer is not rejected but does not result in an award, the BHA shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

C. Contract Award

BHA may award either a single contract as the result of this RFP or may apportion the requirements of this RFP among multiple contractors.

Exhibit A

SCOPE OF WORK

Bellingham Housing Authority Tenant-Based Housing Choice Voucher Supportive Housing Referral Voucher Program

A. Introduction

The objective of the Referral Voucher Program ("Program") is to provide affordable, permanent housing for individuals and families to stabilize their living conditions and remain successfully housed.

The Bellingham Housing Authority (BHA) is administering the Program using the current allocation of vouchers made available through turnover or existing capacity. The current estimate of vouchers available for the program is five per month. As the number of vouchers is dependent upon federal funding, the number available may vary. Accordingly, the BHA may, at its sole discretion lower the number of available vouchers, or increase the number of vouchers with mutual agreement of parties involved.

B. Definition of Terms

1. Very Low-Income: Annual income not in excess of fifty percent (50%) of the median income for the area, as determined by the U.S. Department of Housing and Urban Development (HUD).
2. Extremely Low Income: Annual income not in excess of thirty percent (30%) of the median income for the area, as determined by HUD.
3. Eligible Family: A very low or extremely low-income individual or family that meets the eligibility criteria for the Housing Choice Voucher (HCV) Program.
4. Participant Family: An individual or family referred by an agency, which has been admitted to the HCV Program and is currently assisted in the program. The family becomes a participant on the effective date of initial lease term.
5. McKinney-Vento Act: An federal law that requires school districts to ensure educational stability for students in emergency, temporary and/or transitional housing situations; ensure immediate access to school for students in emergency, temporary and/or transitional housing situations; appoint a liaison for students who are eligible for McKinney-Vento services; and make sure that students in emergency, temporary and/or transitional housing have access to Title I services
6. Short/medium-term subsidy program: A program operated by public, private, or non-profit organizations who provides time-limited rental assistance for permanent housing in combination with support services (e.g. rapid re-housing).

C. Contractor Responsibilities

1. Assist individuals and families in accurately completing BHA's application, intake certification, and providing verifications that are necessary for the HCV program.
2. Maintain a list of referrals submitted to the BHA by date, and make those records available to the BHA, HUD and/or Office of Inspector (OIG) for any monitoring audits that may be required to ensure program compliance.

3. Assist Eligible Families in utilizing their voucher before the expiration of time-limited subsidy to ensure housing stability.
4. If necessary, Contractor shall provide its own language interpreter to Eligible Families.
5. Require attendance of appropriate staff at BHA meetings or training sessions.
6. Immediately notify the BHA in writing of changes in key personnel for the Program.
7. Conduct individual assessments to determine the supportive services needed by each Eligible Family, to be successful in maintaining permanent housing.
8. Develop plans to address participant families who refuse to participate in services.
9. Abide by all Local, State, and Federal laws pertaining to Fair Housing and Equal Opportunity.
10. Submit a report at least quarterly to the BHA that includes data on lease-up timelines and housing retention.

D. BHA Responsibilities

1. Provide all forms and documents necessary for processing referrals.
2. Process all referrals in accordance with HUD guidelines and the BHA HCV Administrative Plan.
3. Retain the sole authority to determine eligibility for all referrals submitted by the Contractor.
4. Provide training for the Contractor's staff and notify Contractor's staff of any changes in regulations, policy, rules or key BHA personnel assigned to the Program.
5. Upon 30 days prior written notice, increase or decrease the number of Eligible Families who may be referred to receive HCV Rental Assistance.
6. Monitor the Contractor's performance in successfully locating housing for eligible families, providing supportive services, and helping maintain housing stability.

Exhibit B

(Proposed Memorandum of Agreement)

Between the Bellingham Housing Authority
And

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the Housing Authority of the City of Bellingham, a public body, corporate and politic (hereinafter referred to as "BHA"), and _____ located at _____ ("hereinafter referred to as the "Contractor").

I. Recitals

- A. The BHA Section 8 Referral Vouchers Program (the "Program") provides rental subsidies and support services to individuals and families through a collaborative effort of the BHA and community-based organizations.
- B. On _____, 20__, a Request for Proposals was issued to competitively solicit proposals.
- C. The BHA desires to enter into an agreement with a non-profit or government contractor to provide services to assist Very Low and Extremely Low Income individuals and families who are currently participating in a short/medium-term subsidy program (e.g. rapid re-housing) but lack adequate resources to maintain stable housing.
- D. The Contractor desires to provide services to Eligible Participants as intended by the Referral Voucher Program and consistent with their proposal submitted on _____, 20__. The Contractor possesses the personnel, administrative resources, licenses and other legal authorizations, expertise and qualifications to provide supportive services to program participants.
- E. The BHA is administering the Program using the current Housing Choice Voucher allocations made available by turnover and/or existing funding availability.
- F. The number of vouchers made available at any given time is not fixed, and the BHA may, at any time, raise, lower, suspend, or terminate the number of available vouchers.
- G. The BHA provides no funding for supportive services or administrative costs under this Agreement.
- H. Adequate consideration exists for this Agreement. Based upon said consideration, and the foregoing recitals, the parties agree to the following terms and conditions.

II. Agreement Terms and Conditions

A. Term

- 1. Initial Term.** This Agreement shall commence on _____, 20__ and continue in full force and effect through _____, 20__ unless earlier terminated as provided elsewhere in this Agreement or extended by written amendment to this contract, for a total term not to exceed three (3) years.
- 2. 1st Option Term.** The BHA, at its sole discretion, may elect to extend the term of this Agreement for the period through _____, 20__ ("1st Option Term") by giving notice to the Contractor prior to the expiration of the Initial Term.
- 3. 2nd Option Term.** The BHA, at its sole discretion, may elect to extend the term of this Agreement for the period through _____, 20__ ("2nd Option Term") by giving notice to the Contractor prior to the expiration of the 1st Option Term.

B. Statement of Work

- 1. Scope of Work.** The Contractor shall, in a manner satisfactory to the BHA, completely perform the services set forth in Exhibit A, entitled "Scope of Work" attached to and, by this reference, incorporated and made a part of this Agreement. The Contractor shall also perform in accordance with its proposal to the BHA dated _____, 20__, which is attached as Exhibit B, entitled "Contractor's proposal". Any conflicts between the requirements of Exhibit A and the work plan presented in the Contractor's proposal shall be referred for resolution to the BHA, whose decisions in such matters shall be final and binding on both parties.
- 2. Additional Work.** Any work performed by the Contractor, beyond that authorized in Subparagraph 1.a. above, must be approved in advance by the BHA, and such approved work shall be considered "Additional Work" under this Agreement. Any such approval of Additional Work by the BHA, as well as any other material change in the terms and conditions of this Agreement, shall only be binding upon either party if confirmed in a written amendment to this Agreement executed by both parties.
- 3. Key Personnel.** The Contractor shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as "Key Personnel" under this Agreement. The Contractor shall not remove or replace any named person below, nor shall his/her agreed upon function or level of commitment be changed, without prior notice to BHA.

Name	Title	Function
_____	_____	_____
_____	_____	_____

- 4. Materials, Equipment and Personnel.** Contractor shall furnish, at contractor's own expense, all materials, equipment and personnel necessary to carry out the terms of this contract.
- 5. Liability and Indemnification.** Contractor assumes the risk of all damage, loss, costs, and expense, arising out of the performance of this Agreement. Contractor agrees to indemnify, defend, and hold free and harmless BHA, and each of its officers, directors, agents, and employees from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses, including, but not limited to, attorneys' fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, or in connection with the provision of services under this Program and/or Contractor's performance of this Agreement. Contractor agrees to defend against any claims brought or actions filed against BHA with respect to the subject of indemnity in this contract, whether such claims or actions are rightfully or wrongfully brought or filed. In the event a claim should be brought or an action filed with respect to the subject of indemnity in this contract, Contractor agrees that BHA may employ attorneys of its own selection to appear and defend the claim or action on behalf of BHA, at the expense of Contractor. BHA, at its option, shall have sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against BHA.
- 6. Contract Termination.**
- a. Either party may cancel this Agreement without cause upon 60 days written notice to the other party.
 - b. If Contractor breaches its duties or fails to satisfactorily perform under this Agreement, BHA shall, if it believes that the breach or failure to perform can be cured, provide written notice of such breach and allow Contractor thirty (30) days to cure the breach or failure to perform. At the end of the 30-day period, if the failure to perform has not been remedied, this Agreement shall automatically terminate.
 - c. Should BHA believe that Contractor has breached or failed to perform under this Agreement and that the breach or failure cannot be cured or constitutes a serious risk to the health or welfare of BHA clients or risk to BHA, then, BHA may terminate this Agreement upon ten (10) days written notice to the Contractor.
 - d. In the event of breach of contract, the Contractor shall be liable for all damages allowed by law.
- 7. Supervision and Inspection**
- a. In the provision of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the services, BHA being interested in the results obtained. However, the services and performance of Contractor contemplated herein must meet the approval of BHA and shall be subject to BHA's and designated auditor's general right of inspection and supervision to secure the satisfactory completion thereof.

- b. Contractor agrees to allow periodic inspections of the program operations so as to enable BHA to evaluate performance under this Agreement. Contractor shall make available to BHA all records, books, or pertinent information, which the Contractor shall have kept, pertaining to this Agreement. The Contractor shall also furnish reports, schedules and other such program or fiscal data as reasonably required to evaluate performance. Contractor agrees to obtain all required releases of information agreements for Eligible Participants to facilitate required records examination.
- c. Contractor shall maintain adequate program records and make them available to BHA upon request. Contractor shall also furnish such additional reports as required and as needed to evaluate the performance of this contract.
- d. BHA shall review all reports, financial records and data submitted by Contractor within thirty (30) days following delivery and notify Contractor in writing of any discrepancies or deficiencies contained in such material.
- e. Contractor agrees to comply with all federal, state and municipal laws, rules, and regulations that are now or may in the future become applicable to Contractor.

8. Entire Contract. The contract herein is the complete expression of the terms agreed to by the parties. Any oral representations or understandings not incorporated herein are excluded and form no part of this Agreement. Any modification of this Agreement shall be in writing and signed by both parties.

9. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth below or at such other address as either party may from time to time designate in writing, or by personally presenting the notice to the other party. The addresses for notification designated by the parties are as follows:

Bellingham Housing Authority
PO Box 9701
Bellingham, Washington 98227
Attn: Housing Programs Supervisor

Every notice shall be deemed to have been given and received at the time it shall be deposited in the United States mail in the manner prescribed herein.

10. Assignment. Contractor shall not transfer or assign this Agreement in whole or in part without the express written consent of the BHA, which consent may be granted or withheld in BHA’s sole discretion and judgment.

11. Attorneys’ Fees. In the event that any action or proceeding is filed in relation to this Agreement, the unsuccessful party in the action or proceeding shall pay to the prevailing party, in addition to all other sums that either party may be called upon to pay, a reasonable sum for the prevailing party’s reasonable attorney’s fees, and all costs.

12. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington. Venue for any action or proceeding shall be in Whatcom County, Washington.

13. Construction and Interpretation. This Agreement was freely and voluntarily negotiated between the parties. Although the BHA and/or BHA's agent initially drew the provisions of this Agreement, the parties agree that this circumstance shall not create any presumption, cannon of construction, or implication favoring the position of either BHA or Contractor. This Agreement has been submitted to the scrutiny of all parties and their counsel if desired or required.

14. Corporate Authority. Each party represents and warrants that each has full authority to sign this Agreement and that such signature binds each corporation or entity which is a party to this Agreement. Upon execution of this Agreement, upon request of either party, the other party shall promptly deliver to the requesting party a copy of a resolution of that party's Board of Directors or other controlling body authorizing such execution or other reasonably acceptable evidence of such authority.

15. Cross-Termination. BHA's consent to enter into this Agreement is integrally connected and conditioned upon the continuing existence, validity, enforcement and performance of BHA's Contract with the Department of Housing and Urban Development. In the event that the Contract is cancelled, terminated, repudiated or is rendered a nullity by operation of law, agreement of the parties, or otherwise, at the election of the BHA and in its sole discretion, upon ten (10) days written notice by the BHA all further obligations or duties of the parties under this Agreement shall cease and this Agreement shall be cancelled or terminated.

16. Contractor's Insurance.

- a. Contractor, at its sole cost and expense, shall procure and maintain commercial general liability insurance, including bodily injury, property damage and personal injury at limits of not less than \$1,000,000.00 per occurrence. Contractor agrees that said coverage shall remain in force at all times during the continuance of this Agreement and will extend to indemnify the BHA and shall specifically name the "Housing Authority of the City of Bellingham" as an additional insured. Contractor shall procure an appropriate clause in, or endorsement of each insurance policy pursuant to which the insurance company waives subrogation or waives the right to recover against the BHA.
- b. Contractor shall at all times keep its employees insured for statutory workman's compensation and other employee benefits required by all applicable laws and Contractor shall maintain employer's liability insurance for an amount not less than \$1,000,000.00 covering claims and suits by or on behalf of employees and others not otherwise covered by statutory workman's compensation insurance. Contractor agrees that said coverage shall remain in force at all times during the continuance of this Agreement and will extend to indemnify the BHA and shall specifically name the "Housing Authority of the City of Bellingham" as an additional insured.
- c. Contractor shall at all times maintain Professional Errors and Omissions Liability insurance appropriate to the Contractor's profession in the amount of \$1,000,000.00 per occurrence.

- d. All insurance required of Contractor under this Agreement shall: (1) contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation, non-renewal, or change in the coverage, scope or amount of any policy; (2) be written as primary policies, not contributing with and not supplemental to the coverage that BHA may carry.
- e. Copies of all insurance coverage and endorsements required under this Agreement shall be delivered promptly to the BHA.
- f. BHA makes no representation that the types or amounts of coverage required to be carried by Contractor are adequate to protect Contractor. If Contractor believes that any such insurance coverage is inadequate, Contractor will obtain, at Contractor's sole cost and expense, such additional insurance as Contractor deems appropriate.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Signatures: