SUBJECT: FORECLOSURE INTERVENTION PROGRAM

BID #: ESC-0312-23 **OPEN DATE:** 3/29/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: EVALUATED BID – ONE (1) YEAR FROM DATE OF CONTRACT EXECUTION WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: HOUSING & COMMUNITY DEVELOPMENT DIVISION

BASIS OF AWARD: UP TO FOUR (4) CONTRACTS – HIGHEST SCORES BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (6) **NUMBER RECEIVED:** (3) **OTHER:** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject RFP closed on March 29, 2023 with three (3) responses received. Family Foundations of Northeast Florida, Inc. submitted a proposal utilizing *Form 1 – Price Sheet* from the previous solicitation (ESC-0313-20). The using agency believes the price sheet submitted by Family Foundations of Northeast Florida, Inc. offers no competitive advantage; therefore, recommend approval to waive the price sheet submitted by Family Foundations of Northeast Florida, Inc. as a minor irregularity.

Recommend approval of award to all three (3) responding firms listed below in alphabetical as well as ranking order.

Firm	Average Points	Rank
Family Foundations of Northeast Florida, Inc.	95.67	1
Jacksonville Legal Aid, Inc.	89.00	2
Jacksonville Urban League	68.86	3

Funding for this award will be allocated in the initial not-to-exceed award amounts as follows:

- Family Foundations of Northeast Florida, Inc.: $28,000.00
- Jacksonville Legal Aid, Inc.: $105,400.00
- Jacksonville Urban League: $26,000.00

Total not-to-exceed award amount will be $159,400.00. Period of service will be one (1) year from the date of executed contract with two (2) one (1) year renewal options.

Funding for this award will be encumbered from account 11601.174107.534100.010440.00000000.00000.0000000, executed by formal contracts through the Office of General Counsel, and processed via individual Purchase Orders.

ATTACHMENTS: Recommendation Memo, Evaluation Matrix, Responsiveness Review, Sections 1.3 and 2.6, Form 1 – Price Sheets

ANALYST: _____ DAVID KLAGES

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: TRAVIS JEFFREY, INTERIM CHIEF, HOUSING & COMMUNITY DEVELOPMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Neighborhoods Department
Neighborhood Property Administration
214 N. Hogan St. 7th FL
Jacksonville, FL 32202
(904) 255-8200

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

April 11, 2023

TO: Dustin Freeman, Chief of Procurement
Finance and Administration Department

THRU: Travis Jeffrey
Interim Chief, Housing & Community Development Division

FROM: Robert Ownby, Housing Property Administrator
Neighborhoods Department

SUBJECT: **Recommendation for ESC-0312-23 Foreclosure Intervention Program**

In accordance with Section 126.204(a)(1) of the Municipal Code, The Housing & Community Development Division (HCDD) was approved to utilize the Competitive Sealed Proposal Process. This process was used to formally solicit bids to acquire the services of Housing Counseling Agencies to administer the Foreclosure Intervention Program. The Procurement Division received three (3) proposals on March 29, 2023 which were evaluated by the Housing & Community Development Division.

The proposals were evaluated in accordance with the Foreclosure Intervention Program Request for Proposals (RFP) as documented on the attached scoring sheets. Based on the average score, the results of the evaluation are as follows:

Housing Counseling Agencies	Average Scores
Family Foundations of Northeast Florida, Inc.	95.67
Jacksonville Area Legal Aide	89.00
Jacksonville Urban League	68.86

In accordance with Section 2.6 of the RFP, The HCDD seeks to award multiple contracts. Awards are recommended as follows through funding:

Line Item/Account Titles	Fund	Center	Account	Project*	Activity	Interfund	Future
Contractual Services – Other Grants/Aids	11601	174107	534100	010440	00000000	00000	0000000

Family Foundations of Northeast Florida, Inc. – Recommend approval to award in the amount not to exceed **$28,000**
Jacksonville Area Legal Aide - Recommend approval to award in the amount not to exceed **$105,400**
Jacksonville Urban League - Recommend approval to award in the amount not to exceed **$26,000**

Please do not hesitate to contact me at 255-8283 or rownby@coj.net if you have any questions.

CC: David Klages, Purchase Analyst – Procurement Division

Evaluation Scoring Matrix

Title: Foreclosure Intervention Program
RFP No.: ESC-0312-23
Close Date: March 30, 2023
Analyst: David Klages
No.: Invited: (6) **Received:** (3) **Other:** (0)
Announcer: Michelle Spitler
Recorded By: Melissa Pierce

Suppliers / Reviewers	Competence	Current Workload	Financial Responsibility	Compliance with Plans /Specs.	Professional Accomplishments	Proximity to the Project	Cost	Total	Rank
FAMILY FOUNDATIONS OF NORTHEAST FLORIDA, INC.									
Travis Jeffrey	25.00	15.00	15.00	10.00	5.00	10.00	20.00	100.00	1
Robert Ownby	23.00	15.00	15.00	10.00	5.00	10.00	20.00	98.00	
Nicole Spradley	25.00	15.00	5.00	10.00	4.00	10.00	20.00	89.00	
Average	**24.33**	**15.00**	**11.67**	**10.00**	**4.67**	**10.00**	**20.00**	**95.67**	
JACKSONVILLE LEGAL AID, INC.									
Travis Jeffrey	25.00	15.00	15.00	10.00	5.00	10.00	9.00	89.00	2
Robert Ownby	25.00	15.00	15.00	10.00	5.00	10.00	9.00	89.00	
Nicole Spradley	25.00	15.00	15.00	10.00	5.00	10.00	9.00	89.00	
Average	**25.00**	**15.00**	**15.00**	**10.00**	**5.00**	**10.00**	**9.00**	**89.00**	
JACKSONVILLE URBAN LEAGUE									
Travis Jeffrey	25.00	12.00	12.00	10.00	2.00	10.00	12.86	83.86	3
Robert Ownby	10.00	7.00	15.00	2.00	3.00	8.00	12.86	57.86	
Nicole Spradley	15.00	10.00	5.00	10.00	2.00	10.00	12.86	64.86	
Average	**16.67**	**9.67**	**10.67**	**7.33**	**2.33**	**9.33**	**12.86**	**68.86**	

RFP RESPONSIVENESS REVIEW

Title: Foreclosure Intervention Program **RFP No.:** ESC-0312-23 **Close Date:** March 30, 2023 **Analyst:** David Klages **No.: Invited:** (6) **No. Received:** (3) **Other:** (0) **Announcer:** Michelle Spitler **Recorded By:** Melissa Pierce	**Family Foundations of Northeast Florida, Inc.**	**Jacksonville Legal Aid, Inc.**	**Jacksonville Urban League**
Title Page & Cover Letter	Yes	Yes	Yes
Addendum 1	Yes	Yes	No
Form 1 - Price Sheet	Yes	Yes	Yes
Form 2 - Conflict of Interest Certificate	Yes	Yes	Yes
Form 3 - Insurance Agent Acknowledgement Form	Yes	Yes	Insurance Cert.
Proof of §501(c)(3) Non-Profit Organization	Yes	Yes	No
Proof of (HUD) Certification as an Approved Counseling Agency	Yes	Yes	No
Proof of Two (2) Years of Experience	Yes	Yes	No

1.3 Term of Agreement.

The initial Term of Agreement will commence upon execution of the Contract and will continue for a **one (1)** year period. Buyer will have the option to renew such agreement for up to **two (2)** additional **one (1)** year terms upon satisfactory performance by Contractor. The Contract is subject to early termination as set forth elsewhere in this RFP.

1.4 Minimum Requirements for Contractors.

Contractors must satisfy the following mandatory minimum requirements in order to have their Responses evaluated. By submitting a Response, Contractor warrants and represents that it satisfies these requirements. Failure to meet these requirements will result in the Response not being evaluated and being rejected as non-responsive:

1. Contractor is required to be a §501(c)(3) non-profit organization authorized to conduct business and in good standing in the State of Florida.

2. Contractor must possess a current U.S. Department of Housing and Urban Development (HUD) certification as an approved counseling agency. All individual housing counselors employed by the Contractor must also possess a current HUD certification as an approved housing counselor.

   Local Housing Assistance Plan (LHAP):
   Eligible sponsors must be a HUD-Approved Housing Counseling Agency as evidenced by the following criteria:

   - Certified as a HUD-Approved Counseling Agency.
   - Each staff member responsible for counseling is certified as a Housing Counselor by the National Foundation of Credit Counseling (NFCC) or NeighborhoodWorks.
   - Each staff member responsible for counseling has been certified and served as a practitioner for a minimum of one (1) year.
   - Use of nationally recognized standards and curriculum.

3. The Contractor must have a minimum of two (2) years of experience in the delivery of foreclosure intervention and delinquency resolution services.

4. Any premises used for counseling services must be accessible to all persons, including persons with disabilities. The facility must be open/able to give private counseling sessions and ensure client privacy.

1.5 Equal Business Opportunity Program.

It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. To participate as a JSEB on Buyer projects, a company must be certified as a JSEB with the City's Equal Business Opportunity Office.

This RFP and the resulting Contract are subject to requirements of the "Encouragement Plan," which is fully described on Attachment C to this RFP.

Contractors may contact Buyer's Equal Business Opportunity Office at (904) 255-8840 or find the JSEB directory on Buyer's website. Please contact the Contact Person identified in Section 1.12 if you are uncertain of Buyer's website address or if you experience problems accessing it.

1.6 Documents Available for Inspection.

N/A.

2) Three (3) paper ("hard") copies of the entire Response. Copies must be exact duplicates of the original.

3) One (1) digital scanned copy (in .PDF format) of the entire Response on a flash drive. The scanned copy must be **one complete file**, not a series of files, and be an exact duplicate of the original.

4) One (1) REDACTED scanned copy of the Response, **if necessary**, pursuant to Section 2.12. This copy should be marked "Confidential - Trade Secret" or something comparable to alert the reader of Contractor's claim of a public records exemption.

All copies are to be placed in a sealed package. The outside must be marked with (i) the RFP title and number, and (ii) Contractor's name, address, contact person, and telephone number.

It is the sole responsibility of each Contractor to assure all copies are EXACT duplicates of the original Response. Photocopies or CD copies will be used for the purpose of evaluating the Responses. Any information contained in the original Response which has not been transferred to the CDs or photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.

2.5 Evaluation of Responses.

A. Buyer will determine the qualifications, interest and availability of Contractors by reviewing all Responses and, when deemed necessary in the sole discretion of Buyer, by conducting formal interviews of selected Contractors.

B. Before making an award, Buyer reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the Response.

C. Buyer reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if Buyer determines that doing so will serve Buyer's best interests. Buyer may reject any Response not submitted in the manner specified by the RFP.

2.6 Award of Contract.

A. The process for contract award is set forth in Jacksonville Ordinance Code Sections 126.204. Generally, Buyer will award the Contract to the responsible and responsive proposer whose Response is determined in writing to be the most advantageous to the City of Jacksonville, based solely on the relative importance assigned to price and of the criteria set forth in Attachment B. The award may be contingent on the outcome of direct negotiations under Section 126.201(d)(4) and 126.201(n), *Ordinance Code*. If an agreement cannot be reached with the highest ranked Contractor, Buyer reserves the right to make an award to the next highest ranked Contractor or subsequent Contractor(s) until an agreement is reached.

B. Buyer may make an award within sixty (60) days after the date the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any Response that expresses a shorter duration may, in Buyer's sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response shall remain firm until either the Contract is awarded or Buyer receives from Contractor written notice that the Response is withdrawn. [Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time

Responses are due. Buyer will not accept an amended Response after the date and time Responses are due.]

C. Except as may otherwise be expressly set forth in the RFP, Buyer intends to award up to four (4) contracts, but reserves the right to reject all Responses.

The City will award up to a total of $200,000.00 of funding to be divided among the Contracts awarded under this RFP. Contractors will work with qualified applicants that solicit their help.

D. Based on the evaluation results, Buyer shall electronically post a notice of intended award at Buyer's website. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Any person who is adversely affected by the decision shall file with Buyer a notice of protest in accordance with the Protest provisions of the RFP. Buyer does not intend to provide tabulations or notices of award by telephone.

2.7 **Terms of Agreement.** After award to the successful Contractor, Buyer and Contractor will promptly enter into a written agreement (the "Contract") incorporating the terms of the RFP, the successful Response, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless Buyer affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in an attachment to the RFP. Buyer will not be obligated to pay Contractor for the RFP services until the Contract is signed by both parties. Buyer retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

If the successful Contractor fails to perform the Services as agreed, Buyer reserves the right to (i) issue a new solicitation for the Services; (ii) reopen the RFP for the purpose of awarding a second contract to another Contractor in accordance with the criteria and processes set forth herein; and/or (iii) take such other actions permitted by law.

2.8 **Public Meetings and Special Accommodations.** Any meetings of the RFP evaluation committee (i.e., the Competitive Sealed Proposal Evaluation Committee), shall be noticed on Buyer's website and shall comply with Florida's Open Meetings Laws. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Persons requiring a special accommodation because of a disability should contact the Contact Person identified in Section 1 at least forty-eight (48) hours prior to the meeting.

2.9 **Ex-Parte Communications.** Communications regarding the RFP by a potential vendor, service provider, bidder, lobbyist or consultant to City employees, staff, or hired consultants are prohibited. This prohibition includes communications with the Buyer's Office of General Counsel unless the Contact Person has authorized those communications in advance. Violations may result in the rejection/disqualification of a Response.

These prohibitions on ex-parte communications do not apply to the following:

- communications regarding the RFP to the Chief of the Procurement Division or the Contact Person, provided the communication is limited strictly to matters of process or procedure already contained in the RFP.
- communications with the City employee responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures.
- communications at any pre-bid conferences.

Form 1
Price Sheet

NAME OF CONTRACTOR: _____

SCHEDULE OF PROPOSED ADMINISTRATIVE PRICES / RATES

1. **Level I Services (Minimum Services):**
   a. Client intake, document intake and income certification
   b. Interpreting loan documents
   c. Reviewing case files
   d. Providing advice on foreclosure rights and options
   e. Negotiation with servicers/lenders
   f. Assisting with nullifying rescue scams
   g. Preparing documents for non-civil litigation purposes
   h. In judicial foreclosures – assistance prior to foreclosure filing
   i. Non-court related mediation procedures
   j. Housing/Financial counseling
   k. Optional - (Additional services determined by respondent)

   Level I – (# of clients) x (per client rate) = total service cost

   Level I Total Service Cost per Client: $_____

2. **Level II Services (Minimum Services):**
   a. Level I services
   b. Proof of Homeowner's completion of Budget, Credit and Debt Reduction course
   c. Homeowner assistance to bring mortgage current prior to foreclosure proceedings
   d. Refinancing (modifying) adjustable rate or interest only mortgages to a fixed rate mortgage
   e. Refinancing (modifying) fixed rate mortgage
   f. Optional - Additional services determined by respondent

   Level II – (# of clients) x (per client rate) = total service cost

   Level II Total Service Cost per Client: $_____

Total Service Cost per Client (Level I + Level II): $_____

3. **Other Services, if Applicable:**
   a. Subcontract Services, if any (Total Service Cost per Client): $_____
   b. *Rates for Services Not Set Forth Herein (Total Service Cost per Client): $_____

   *Describe rates for services not set forth herein on a separate page, including an itemized breakdown of said rates.

FORM 1

PRICE SHEET

NAME OF CONTRACTOR_____

SCHEDULE OF PROPOSED ADMINISTRATIVE PRICES/RATES

1. Level I Services – (Minimum Services)
    a. Interpreting loan documents
    b. Reviewing case files
    c. Providing advice on foreclosure rights and options
    d. Negotiation with servicers/lenders
    e. Assisting with nullifying rescue scams
    f. Budget, Credit and Debt Reduction course
    g. Preparing documents for non-civil litigation purposes
    h. In judicial foreclosures – assistance prior to foreclosure filing
    i. Non-court related mediation procedures
    j. Housing/Financial counseling
    k. Optional - (Additional services determined by respondent)

Level I – (# of clients) x (per client rate) = total service cost **$_____**

2. Level II Services – (Minimum Services)
    a. Level I services
    b. Homeowner assistance to bring mortgage current prior to foreclosure proceedings
    c. Refinancing (modifying) adjustable rate or interest only mortgages to a fixed rate mortgage
    d. Refinancing (modifying) fixed rate mortgage
    e. Optional - (Additional services determined by respondent)

Level II – (# of clients) x (per client rate) = total service cost **$_____**

4. Subcontract Services, if any

5. Rates for services not set forth herein.

6. Please detail total cost based on provided formula.