SUBJECT: Foreclosure Intervention Program

BID #: ESC-0434-17 **OPEN DATE: 04/26/2017**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – One Year from Date of Award with One (1), One (1) Year Renewal Option

AGENCY: Housing and Community Development Division

BASIS OF AWARD: Multiple Contracts Based on Highest Scoring Bidders from the Evaluation Criteria

NUMBER OF BIDS INVITED: (20) NUMBER RECEIVED: (3) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
On April 26, 2017 the Procurement Division received three (3) responses for subject bid. The Evaluation Committee has completed their review of the responses with the final scores as listed below:

Vendor	RFP Evaluation Score
Jacksonville Area Legal Aid, Inc.	91
Family Foundations of Northeast Florida, Inc.	89.5
Jacksonville Urban League	82

Recommend approval of award to move forward with negotiations with Jacksonville Area Legal Aid, Inc.

Recommend approval to award to Family Foundations of Northeast Florida, Inc., and Jacksonville Urban League, to provide Foreclosure Intervention Programs. The award expenditure requested for Family Foundations of Northeast Florida, Inc. in the amount of $27,000.00 and for Jacksonville Urban League in the amount of $39,000.00. The total contract expenditure not-to-exceed $66,000.00.

Funding to be encumbered from accounts: ERCD1N1FR-08304, to be executed by Formal Contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Scoring Sheet; Evaluation Criteria; Scope of Services

BUYER: _____ CHELSEY FLEMING

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Diana Seydlorsky, Chief of Housing and Community Development Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC 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

Housing and Community Development Division
Ed Ball Building
214 North Hogan Street, 7th Floor
(904) 255-8200
Jacksonville, FL 32202
www.coj.net

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

DATE: May 26, 2017

TO: Greg Pease
Chief of Procurement

THRU: Julie Adamson
Operations Director, Neighborhoods Department

FROM: Caleena Shirley
Housing Property Administrator

SUBJECT: Recommendation for ESC-0434-17 Foreclosure Intervention Program - $66,000

In accordance with Section 126.204(a)(1) of the Municipal Code, the Neighborhoods Department 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 April 26, 2017, which were evaluated by the Neighborhoods Department.

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 Score
Jacksonville Area Legal Aid	91
Family Foundations of NE FL, Inc.	89.5
Jacksonville Urban League	82

In accordance with Section 2.6 of the RFP, the Neighborhoods Department seeks to award multiple contracts. Awards are recommended as follows through funding provided by the Foreclosure Registry (ERCD1N1FR-08304):

Jacksonville Area Legal Aid – Recommend approval to enter into negotiations for the fees and services.
Family Foundations of NE FL, Inc. – Recommend approval to award in the amount not to exceed $ 27,000
Jacksonville Urban League – Recommend approval to award in the amount not to exceed$ 39,000

Each contract is recommended for an initial one (1) year period of July 1, 2017 through June 30, 2018. A formal contract will be executed with the Housing Counseling Agencies. Please let me know if you require any additional information. Thank you for your assistance.

Attachments: Bid Evaluation Matrix Sheets

SCORE SHEET

TITLE: FORECLOSURE INTERVENTION PROGRAM BID NO: ESC-0434-17 OPEN DATE: APRIL 26, 2017 @ 2:00 PM ANALYST: Chelsey Fleming No. Invited: (20) No. Received: (3) No Bids: (0) Recorded By: Gail Sampson		JACKSONVILLE AREA LEGAL AID, INC.	JACKSONVILLE URBAN LEAGUE	FAMILY FOUNDATIONS OF NE FL, INC.
DESCRIPTION	POINTS			
COMPETENCE	25	25	21	24
CURRENT WORKLOAD	15	12	9	10
FINANCIAL RESPONSIBILITY	15	15	11	13
ABILITY TO OBSERVE & ADVISE COMPLIANCE WITH PLANS/SPECIFICATIONS	10	10	7.5	8.5
PAST & PRESENT RECORD OF ACCOMPLISHMENT	5	5	4	5
PROXIMITY TO PROJECT	10	10	10	10
QUOTATION OF RATES OR FEES	20	14	19.5	19
Total Points	100	91	82	89.5
Minimum Requirements:		✓	✓	✓
Conflict of Interest:		✓	✓	✓
Addendums (1-5):		✓	✓	✓

2) Three (3) hard copies of the entire Response.

3) One (1) digital scanned copy (in pdf format) of entire Response, on a separate USB flash drive. Large files may be scanned as several separate PDF files.

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.

The City intends to award multiple contracts until all designated program funds have been dispersed.

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. The determination of which Contractor(s) are "best qualified" will be based upon the criteria set forth in the RFP. Proposals must score a minimum of 60 points, in accordance with Attachment B - Evaluation Criteria, to be eligible for award. All responses will be ranked based on proposals receiving the highest points and multiple contracts awarded until the funding is depleted. Evaluation consideration will be weighted towards proposals exhibiting competence in providing the required services, workload capacity to fulfill program mandates, and competitive pricing for services rendered.

C. 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.

D. 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 negotiation and award is set forth in Jacksonville Ordinance Code Sections 126.303 and 126.304. Generally, Buyer will negotiate first with the highest ranked Contractor. The Buyer will award multiple contracts based on the Contractor's capacity to deliver services, fulfill program objectives and detail of service pricing.

B. Buyer may make an award within sixty (60) days after the date of 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

SECTION 4

GENERAL INFORMATION AND SCHEDULE

Introduction:

City funds will be provided to assist income eligible homeowners to bring their mortgage payments current prior to being foreclosed, and/or to refinance their existing "Adjustable Rate" or "Interest Only" mortgage to a fixed-rate mortgage. Eligible homeowners may not have a total "Housing Expense Ratio" above forty three percent (43%). Housing Expense is defined as: Principal, Interest, Taxes, Insurance and Mortgage Insurance, if applicable. All homes must be the primary/homestead residence of the borrowers.

FIP eligible expenses include: delinquent mortgage payments (principal, interest, taxes and insurance, attorney's fees, late fees and other customary fees associated with delivery cost, but excluding brokerage fees), closing costs and standard refinancing costs. Funds will be dispersed for the purpose of bringing the mortgage payment current, and providing proof of payment to a lender or title company.

Additionally, a household with an adjustable rate or interest only mortgage will be provided with an opportunity to refinance into a fixed rate type mortgage, if they have the ability to make the monthly mortgage payment. When refinancing to a fixed rate mortgage, there will be no cash back to borrower. The existing lender must be willing to accept payment from the City to bring the mortgage current.

Assistance will be provided based on Area Median Income (AMI) to very low (50% of AMI), low (80% of AMI) and moderate (140% of AMI) income households. A minimum of 70% of allocated funding shall be used for clients having a very low or low AMI.

Foreclosure prevention applicants must demonstrate that the nonpayment of their mortgage is due to such reasons listed below, experienced through no fault of their own doing:

- Significant Reduction in Income (more than 30% of annual income)
- Loss of Employment
- Death in Family
- Medical, Temporary or Permanent Disability that Reduces Income
- Recent Divorce or Separation that Reduces Income

HCDD reserves the right to waive the above requirements for any type hardship that may not be listed.

If the homeowner is provided refinance assistance, the new loan must be a fixed rate mortgage not to exceed forty (40) years. Lenders cannot charge more than a combined two and a half (2.5) points, based on the loan amount. Borrowers are only allowed to pay a maximum of half (.5) percent of any lender fees Paid Outside of Closing (POC).

The maximum amount of FIP assistance shall be $8,500. Payments will be made directly to the lending institution or title company. Eligible expenses include principal, interest, taxes, insurance, attorney's fees, late fees, standard refinancing closing costs and other customary fees. FIP recipients must provide at least one (1) mortgage payment as their contribution to the transaction. The City funds will be in the form of a deferred payment loan secured to the property for a period

of five (5) years. Funds are made available based on a first-come, first-served basis; giving priority to clients identified within designated geographic target areas.

Deliverables:

The selected Contractor will be required to provide the following services:

A. Counseling Scope of Services

1. **Basic Counseling/Financial Management Education:** Basic counseling will include client intake, verification of a homeowner's budget and financial information and documentation of such, determination of delinquency status, evaluation of affordability options, determination of the best course of action for the homeowner, preparation of an action plan, and initiation of delinquency resolution negotiations with the lender. Financial management education will provide homeowners with the skills and knowledge necessary to ameliorate the risk of re-default or avoid problems in the future. This service may be provided in a one-on-one session or in a group and may include in-person training and virtual training. For clients coming into the City of Jacksonville FIP that have already received these services through any other related foreclosure prevention program, the service will be limited to only counseling and intervention that was not provided and paid for by the previous program. (See Level I Services as referenced within this RFP's Form 1- Price Sheet, Schedule of Proposed Administrative Prices/Rates).

2. **Extended Counseling:** Extended counseling will include ongoing support through the process of a trial loan modification, formal loan modification or other resolution as a homeowner resolves financial issues and negotiates with their lender, with services reimbursed according to a specific set of milestones.

   For example, this will include:
   - Counseling services to a homeowner during a trial loan modification;
   - Counseling services to a homeowner during a formal loan modification; and/or
   - Counseling services in a situation where a homeowner does not accept a modification plan because it does not provide enough relief for them to keep their home, or is not provided a formal modification and therefore must go through disposition of their home. (See Level II Services as referenced within this RFP's Form 1- Price Sheet, Schedule of Proposed Administrative Prices/Rates).

3. **Ongoing File Maintenance and Document Management:** Client files shall be maintained for five years past the date of resolution and provided to the HCDD as a complete digital file for each client serviced. This will include documentation on income, mortgage and other sensitive documents and will be required to be maintained in a secure manner.

4. **Adherence with Compliance Monitoring Requirements:** The Contractor shall be required to provide any information, data or documentation required by the HCDD related to evaluating compliance with program requirements.

5. **Reporting:** The Contractor shall be required to submit to the HCDD all required reports according to timeframes established within the Contract. These reports may include, but are not limited to, number of clients served, types of services provided, demographic data on clients, and client outcomes.

B. Contractor Objective Requirements

1. **Outreach and Marketing:** The Contractor must make reasonable efforts to reach clients who need its services, and be willing to solicit client participation from homeowner's in target areas identified by the HCDD. This may be done in a variety of ways: advertising, contact with social agencies, and partnering with other entities within a service area. The Contractor should implement an outreach and marketing plan where possible. The Contractor must make sure that any information disseminated in any format is not false or misleading.

2. **Recordkeeping:** The Contractor must use digital client management software that can provide the required data elements in an electronic format that is acceptable to the HCDD.

3. **File Retention:** Files must be maintained in a manner which safeguards the privacy of the client's information. Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains client privacy. Files must be retained for a minimum of five (5) years from the outcome date or longer if there is an audit, investigation or litigation in progress.

4. **Certification:** All counselors and applicable administrators must be trained to provide services under this Contract and certified as a HUD Counselor as a minimum requirement. Additional certifications in Foreclosure Intervention and Default courses by NeighborWorks America, National Foundation of Credit Counseling or other approved certification providers is a plus and each counselor/administrator must provide proof of certification. Certification must be maintained throughout the duration of the Contractor participation in the HCDD FIP.

5. **Financial Responsibility:** All administrative fees committed and expended through FIP will be on a reimbursement basis, only upon closing of a client's case file. All fees that are a part of a loan modification or refinance will be paid directly to the lender upon submittal of loan modification or refinance acceptance letter, through the Contractor.

6. **Compliance:** No individual, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, Community Housing Development Organization, public or governmental agency, or consortium of any of the aforementioned entities ("Entity") shall be eligible to apply for an award if one or more of the following conditions exists at the time the application is submitted:

a. The Entity is in noncompliance with any provision of City Ordinance Code, including code provisions donating real property to the Entity for the construction of affordable housing;

b. The Entity is on the Council Auditor's noncompliance list pursuant to Chapter 118, or the Vendor Debarment List pursuant to Chapter 126, Ordinance Code;

c. The Entity is in noncompliance with another City agreement to which the Entity is a party;

d. The Entity is delinquent on state, federal, or local taxes or assessments, or the payment of liens, including code enforcement or nuisance liens on real property owned by the Entity and such taxes, assessments, or liens were incurred after the Entity took ownership of the real property;

e. The Entity is in noncompliance with the conditions or requirements of a City grant award or program.

f. The Entity is in litigation with the City.

7. **Other Languages:** The Contractor must either have counselors fluent in the language that clients speak or will use interpreter services to ensure non- English speaking clients can obtain foreclosurecounseling.

8. **Anti-Discrimination:** The City of Jacksonville will not permit discrimination against clients on the basis of their gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, martial or parental status, sexual orientation, or physical, mental, emotional or learning disability.

9. **Conflict of Interest:** The Contractor must certify that the staff who will provide foreclosure counseling have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, family members and/or other entities that may stand to benefit from particular outcomes.

10. **Compensation:** The Contractor will not be permitted to charge clients for any services rendered. All compensation will be disbursed by HCDD FIP.

11. **Compliance with Fair Housing and Civil Rights Laws.** The Contractor must comply with all applicable fair housing and civil rights requirements in the Code of Federal Regulations - 24 CFR 5.105 (a). Protected classes include race, color, national origin, religion, sex, disability and familial status. The selected Contractor is expected to help remedy discrimination in housing and promote fair housing rights and fair housing choice.

12. **Affirmatively Furthering Fair Housing.** The Contractor must affirmatively further fair housing for classes protected under the Fair Housing Act.

13. **Ineligible Participants.** The Contractor, including any of the agency's directors, partners, officers, principals or employees, must not be:

    a. Suspended, debarred, or otherwise restricted under any local, state or federal regulations; or

    b. Indicted for, or convicted of, a criminal offense that reflects upon the responsibility, integrity or ability of the agency to participate in housing counseling activities; or

    c. Subject to unresolved findings because of HUD or other government audits or investigations.

14. **Alternative Formats.** The Contractor must be prepared to provide vital documents and information in alternative formats for persons with disabilities or make alternate accommodations for persons with disabilities.

15. **Knowledge of Existing Resolution Strategies, Specifics of Working within Florida's Judicial Foreclosure System, and Local Housing Market.** The Contractor's staff must possess a working knowledge of strategies and available foreclosure mediation programs.

16. **Community Resources.** The Contractor must demonstrate that it has established working relationships with private and public community resources to which it can refer clients who need assistance for which the Contractor cannot offer.

Invoicing and Payment.

Unless otherwise specified in the RFP, payment to the Contractor for Services shall be made on a monthly basis for the Services provided by the Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. Buyer may require any other information from the Contractor that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to the Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. Buyer does not pay service charges, interest or late fees unless required by law.

Buyer's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

ATTACHMENT B

EVALUATION CRITERIA

The evaluations will be based upon the following criteria, and Proposers are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criterion will be evaluated relative to the other responses received and will be awarded a score based on the criteria listed. Proposers are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion. Please note that **100** points is the maximum total for all categories combined.

1. COMPETENCE (25 points maximum score)

Provide a description and history of the firm focusing on previous foreclosure mitigation experience. Please provide names and resumes of all individuals to be assigned to this project. Provide resumes of principal staff/project manager showing the years of experience in the field. Please provide any course certifications and include a course description (or course title) of staff members pertaining to mortgage foreclosure.

Provide an overview of past foreclosure mitigation experience detailing Level One and Level Two counseling experience, including number of clients served per year.

Please identity number of staff members who are fluent in foreign languages that will assist non-English speaking customers.

Please provide past experience with, and the ability to provide, the following items:

a. An analysis of a borrower's financial situation;

b. Counseling regarding assumption of mortgages and/or purchases of the mortgage by non-federal third party;

c. Counseling and advice on restructuring and refinancing strategies, or with work-out strategies;

d. Working successfully with financial institutions and loan servicers resulting in positive outcomes for clients served.

e. Please identify the client management system to be used by your agency.

2. CURRENT WORKLOAD (15 points maximum score)

The application of this criterion shall include: an assessment of the perceived ability of the firm to devote the necessary human resources and management attention to the project. Qualities and indicators that should receive consideration should generally include the number and size of the projects currently being performed. Discuss past ability to deliver projects on a timely basis under similar workload conditions.

3. **FINANCIAL RESPONSIBILITY (15 points maximum score)**

The application of this criterion shall include an assessment of the financial status of the firm and its ability to devote the necessary financial resources to the project. Qualities and indicators that should receive consideration should generally include the capitalization of the firm, the history of the firm, the corporate structure, and the number of years the firm has been in business, credit, or industry rating as they relate to financial strength and performance, and any unique risks associated with the firm or industry that would potentially threaten its continued existence as a growing concern.

All proposals must include a current financial statement certified by a Certified Public Accountant or Chief Financial Officer of the contracting firm or agency and completed within the last 12 months. The signer of the proposal must declare that the only person, persons, company, or parties interested in the contract as principals are named therein; that the proposal is made without collusion with any person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer of the proposal has authority to bind the principle offer.

4. **ABILITY TO OBSERVE AND ADVISE WHETHER PLANS AND SPECIFICATIONS ARE BEING COMPLIED WITH, WHERE APPLICABLE. (10 points maximum score)**

Describe the Contractor's understanding of the requirements of this solicitation, and its ability, approach and/or plan to satisfy the same in complete compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations.

5. **PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISH-MENT WITH CITY AGENCIES AND OTHERS. (5 points maximum score)**

Provide a minimum of three references for which the firm has performed services in the past that are similar to the requirements in the Scope of Services. Provide a description of the project, the reference contact name, title, e-mail address, telephone numbers, date of the contract/period of performance, and any prior assessments they've completed of your work. In addition, provide any additional evidence of consistently successful experience on past projects.

6. **PROXIMITY TO THE PROJECT. (10 points maximum score)**

Document the location of Contractor's corporate headquarters, which, if located in Jacksonville, Florida, no further information is required under this criterion and maximum points will be awarded. If Contractor's corporate headquarters are not located in Jacksonville, Florida, please document the location and the nature of business of Contractor's branch office(s), if any, that are located in and/or that are closest to Jacksonville, Florida, the number of employee assigned thereto and the period of continuous existence thereof. Additionally, Contractors are requested to demonstrate, define and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Jacksonville, Florida or to

show that a local office is not necessary to satisfactorily perform the services required for this project, in which event maximum points may be awarded.

Describe the Contractor's overall willingness to meet both time and budget requirements for the project in particular, proposed total compensation or unit price quotations, including, without limitation, hourly rates, fees, or other charges that will ultimately be used during, contract negotiations to calculate or determine total compensation.

7. QUOTATION OF RATES, FEES, OR CHARGES AND OTHER DETAILED COST PROPOSAL OR COST BREAKDOWN INFORMATION. (20 points maximum)

The Contractor's submitting the lowest cost per client level of service shall receive the maximum number of points. Costs provided will be accessed competitively based on the average service cost submitted by all applicants. Each category level of service provided will be considered independently, with a maximum of 10 points per category (Level of Service I and Level of Service II). The points for each category will then be added together to render the total points scored for the criteria.

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QWS3270X 5/30/2017 10:44 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 05/30/2017
LINK TO: ACCOUNT SUMMARY INQUIRY 10:42 AM

FISCAL MO/YEAR : 08 2017 CURRENCY CODE :
INDEX CODE : ERCD1N1FR FORECLOSED PROPERTY REGISTRY-HOUSING SER
SUBOBJECT : 08304 FORGIVABLE LOANS
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAY 2017	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	850,000.00	850,000.00
EXPENDITURES	.00	.00	.00
ENCUMBRANCES	.00	.00	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	850,000.00	850,000.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND