

**RFP TP23-1008;
Compliance and Technical Assistance
ATTACHMENT A: SCOPE OF WORK**

1.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): TPS is seeking compliance and technical assistance for affordable housing.

Respondents must have direct experience providing expert compliance and technical assistance services with respect to affordable housing programs such as LIHTC, HOME, NSP, and RAD. Qualify household based on acquisition rehab third party funding sources mixed finance agreements throughout the compliance period. Interview initial households and continued households for eligibility. Consulting services will include the provision of guidance, recommendations, and training, comprehensive communication support and education tools. Work directly with the development, finance, and management department on new RAD properties through RAD transition/new developments. Process monthly vouchering, monitor TRACs errors and corrections through IMAX in and out box (provide additional training regarding TRACs submission/errors if needed). Services shall include the design of a Compliance Manual for use by Touchstone/CMHA staff. Knowledge in the 4350.3, Section 42, HUD 24 CFRs, HUD Multi-Family Rules and Regulations is required. YARDI experience preferred.

TPS reserves the right to add or delete properties as needed.

2.0 SPECIFIC FUNCTIONS AND/OR DELIVERABLES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

- 2.1** Initial Household Eligibility Determination of existing tenants related to the LIHTC program to ensure acquisition credit compliance. Additionally, advise CMHA regarding other funding and subsidy compliance requirements. Provide guidance on conflicting requirements and how to navigate identified conflicts.
- 2.2** Assist Touchstone/CHMA staff in reviewing and understanding all funding source documentation and partnership agreements. Provide guidance and training on items such as minimum set-aside, rent targeting, next available rule and income/rent limits.
- 2.3** General compliance consulting and technical assistance, as needed, at the request of CMHA staff.
- 2.4** Provide guidance and training on updated rules and regulations for LIHTC, RAD PBV, HOME, NSP, PBRA, NHTF, OHTF and other programs as applicable (monthly/yearly).
- 2.5** Review existing Affordable Housing/Touchstone Property Management forms to ensure compliance and efficiently, assist with modification and new forms for

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Affordable Housing/CMHA use. Provide Guidance and Assistance with implementation of forms into a shared point of access if needed.

- 2.6** Programmatic training and technical assistance for LIHTC, HOME, NSP, and RAD PBV, NHTF, OHTF as request by Affordable Housing/CMHA.
- 2.7** LIHTC, PBRA, reporting/consulting to include compiling and reviewing reports, and advising in accordance with program requirements, as request by Affordable Housing/CMHA.
- 2.8** New move-in file review and on-going monitoring of existing tenant compliance as request by Affordable Housing/CMHA.
- 2.9** Re-certification, interim file review, or ongoing monitoring as requested by Affordable Housing/CMHA. Ability to process, calculate income, asset and family composition to determine eligibility for new applicant and continued housing eligibility.
- 2.10** Responsible to complete monthly vouchering for each RAD property by the 10th of each month. Includes TRACs errors and corrections match the YARDI system.
- 2.11** File audit preparation and response consulting as request by Affordable Housing/CMHA. Audit preparation and response may include in person services 24 hours prior to stated deadline.
- 2.12** Conduct end of lease-up check to ensure that permanent first year files contain all approved paperwork.
- 2.13** Physical inspection preparation and response to LIHTC/HUD program required inspections within 7 days prior to stated deadline.
- 2.14** Be available to conduct onsite internal audits and ongoing remote consulting/compliance review within 30 days of request. Affordable Housing/CMHA utilized Yardi Voyager cloud-based property management software.
- 2.15** Responds to all OHFA's/HUD audit findings, make needed corrections and submits to third party agency 7 days prior before the stated deadline.
- 2.16** Updates all program rent and income limits, completes annual owners' certifications reporting yearly, updating Devco monthly and annually, OCAF yearly update based on placed in service date(s) and set up all local program in Yardi.

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- 2.17** Submit LIHTC first year files to OCCH for audit review and completes corrections within 48 hours after receipt from property management.
- 2.18** Ensures RAD properties are properly set up in YARDI, EIV, inspections, income limits, and utility analysis. Provide training if requested by CMHA.
- 2.19** Ensures that leases are not transit or less than six months.
- 2.20** Reviews all leases, TICs and addendums if applicable including HUD model leases, etc. to ensure compliance for PIXUS (if applicable)

3.0 GENERAL REQUIREMENTS

- 3.1** Contractor(s) shall inform TPS Procurement within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.
- 3.2** Contractor(s) must provide, at Contractor's own expense, all equipment, labor, materials, supplies, tools, etc., necessary to perform all of the required services, under this RFP and any resulting contract.

4.0 COVID-19 Requirements for Work

If applicable, vendors entering TPS-occupied work sites (buildings, properties, etc.) must wear PPE including but not limited to a mask that covers their mouth and nose. The mask should be worn throughout the entire period of service delivery.

Contractor is to practice social distancing while on site. In addition, Contractor personnel shall be neat and wear uniforms with the company name and an ID badge. This standard of neatness means Contractor staff must appear at the job site in freshly laundered clothing.

TPS will issue badges to individual Contractor employees with their picture.

5.0 Performance Standards

- 5.1** Failure to complete initial household eligibility determination of existing tenants related to the LIHTC program will result in a \$25 penalty per incident;

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- 5.2 10% reduction for failure to provide CMHA staff with guidance on all funding sources and partnership agreements including minimum set-aside, rent targeting, next available rule and income/rent limits;
- 5.3 10% reduction for failure to provide CMHA staff guidance on updated Rules and Regulations for LIHTC, RAD PBV, HOME, NSP, PBRA and other programs as applicable;
- 5.4 Failure to provide updated forms to ensure compliance for Affordable Housing and the various funding sources (LIHTC, RAD PBV, HOME, NSP, PBRA, etc) will result in a \$25 fee per incorrect form;
- 5.5 Failure to provide requested programmatic training or technical assistance for LIHTC, HOME, NSP, and RAD PBV, as requested within 2 weeks, will result in a \$50 penalty;
- 5.6 10% reduction for failure to complete new move-in file review and on-going monitoring of existing tenants for compliance;
- 5.7 10% reduction for failure to complete reporting/consulting for LIHTC which includes compiling and reviewing reports, and advising in accordance with program requirements;
- 5.8 Failure to complete re-certification, interim file review, or ongoing monitoring will result in \$25 per incident which includes processing, calculate income, assets and family composition to determine eligibility for new applicants and continued housing eligibility;
- 5.9 Failure to complete monthly vouchering (timely) for each RAD property including TRAC errors and ensure corrections match the YARDI system will result in a \$50 reduction per property;
- 5.10 Failure to prepare file audit preparation and response consulting seven (7) days prior to due date will result in \$50 reduction;
- 5.11 Failure to respond to OHFA's/OCCH audit findings, make needed corrections and submits to third party agency five (5) days prior to due will result in \$50 reduction per file;
- 5.12 10% reduction for not updating all program income limits, Annual Owners' Certifications (annually), DevCo (monthly/annually), OCAF (yearly PIS) and set-up of local programs in Yardi;
- 5.13 Submits LIHTC first year files to OCCH for audit review including corrections timely will result in a \$25 reduction per file;
- 5.14 10% reduction for failure to conduct on-site internal audits and remote consulting/compliance review;
- 5.15 10% reduction for failure conduct end of lease-up check to ensure that permanent first year files contain all approved paperwork10% deduction for failure to encrypt communications and files submissions with resident data.
- 5.16 Contractor will ensure ability to perform all services awarded. A Contractor claiming inability to perform a service due to insufficient staffing is not acceptable. If Contractor is unable to do the work for which they submitted a quote/proposal, the Contractor's contract for that work

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will be cancelled in whole or that part of the contract will be inactivated and no longer considered for award.

- 5.17 In the event of a schedule conflict, vendors will service TPS first. Failure to do so will result in the vendor being sent a Notice to Cure to complete the service. If the vendor does not complete the service within the date specified on the Notice, another vendor may be contacted to perform the service. Per Section 2.4 of the General Terms and Conditions, three warnings (Notices) will result in vendor termination. (This situation is avoidable by arranging a schedule with the Property Manager for services.)
- 5.18 Failure to report for work in proper uniform and with an appearance and condition that is neat and professional may result in a penalty of \$15 per service.
- 5.19 Invoices are to be submitted within two weeks after completion of the service (see *Invoicing* in the General Terms and Conditions). If invoices are submitted late, the amount to be paid shall be reduced:

Number of days to submit invoice to TPS after completion of work or receipt by TPS in Yardi (whichever is later)	Performance Deduction from Invoice
<30	0%
>30	30%
>60	50%
>90	75%
>120	100% (No payment)

- 5.20 TPS may waive the fee reductions at their discretion after discussing extenuating circumstances with the Contractor. Such waiver shall be in writing at the time of the service.

6.0 The Authority’s Motto and Gold Performance Standards

In 2012, the Authority implemented its motto “Being an Asset to Hamilton County” in addition to establishing Gold Performance Standards which consist of the principles and values by which the Agency performs and how our partners, vendors, contractors and consultants are measured. The Gold Performance Standards are:

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|------------------|-------------------|-----------------------|------------------------|
| <i>Respect</i> | <i>Timely</i> | <i>Exceptional</i> | <i>Initiative</i> |
| <i>Excellent</i> | <i>Quality</i> | <i>Accurate</i> | <i>Integrity</i> |
| <i>Value</i> | <i>Creativity</i> | <i>Accountability</i> | <i>Professionalism</i> |

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It is the Authority's intent that the contractor will also adhere to these standards.

7.0 CONTRACT TERMS

7.1 Contract Term

7.1.1 TPS intends to enter into a one-year contract with the option, at TPS's sole discretion, to extend four one-year contracts with the successful offeror(s) selected to provide the services.

7.2 Indefinite Quantities Contract (IQC) TPS does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, but will reserve the right to award work on an as-needed basis.

7.2.1 **Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount:** As may be further detailed herein, as the ensuing contract will be an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires TPS to award the responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$100; (b) NMCA: \$150,000 annually. TPS reserves the right to adjust these amounts, if in its best interest to do so, prior to contract approval.