REQUEST FOR PROPOSAL
Outsourcing of Millville Housing Authority’s
Assisted Living Program

Issued by:
City of Millville Housing Authority
Paul Dice, Executive Director
May 2, 2011

Pre-bid meeting
May 17, 2011
10:00 a.m.
1153 Holly Berry Lane
Millville, NJ 08332

Responses Due
June 14, 2011
3:00 p.m. (Eastern Daylight Time)

Millville Housing Authority
1153 Holly Berry Lane
PO Box 803
Millville, NJ 08332
Phone: (856) 825-8860
Fax: (856) 825-5283
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Millville Housing Authority

The Millville Housing Authority (MHA) is a federally funded, non-profit, quasi-government agency that provides affordable housing to low to moderate-income families, seniors, and people with disabilities. MHA is overseen by the Department of Housing and Urban Development.

The MHA:

- Administers a 58-client Assisted Living Program in two of its high rise apartment complexes,
- Manages and maintains 503 federally subsidized residential units throughout various complexes and single family dwellings in Millville, NJ,
- Leases and manages more than 20,000 sq ft of commercial real estate with various clients,
- Administers 171 Section 8 Vouchers,
- Manages a public, 2,500 member physical fitness facility through its subsidiary – the Holly City Family Center.
REQUEST FOR PROPOSAL

Purpose

The Millville Housing Authority (MHA) is seeking to outsource its Assisted Living Program (ALP). The MHA seeks Requests for Proposals (RFP) from providers licensed to operate an ALP, or eligible for expedited licensure, in the State of New Jersey.

Background

The MHA obtained a Certificate of Need and became licensed by the New Jersey Department of Health and Senior Services (DHSS) to begin operating an ALP on June 25, 2003. The program started in the MHA’s Riverview West (RVW) apartment building located at 100 Riverside Dr., Millville, NJ 08332. The RVW complex was, and remains today, a federally funded, public housing facility with occupancy designations for senior/senior disabled/ near elderly disabled (50 to 62 yrs of age) populations. The building and residential operations, ALP not included, are subsidized by, and operates under, the U.S. Department of Housing and Urban Development regulations and guidelines.

Following a licensure extension from the DHSS, the MHA expanded its operations in September, 2004 to its Jaycee Plaza (JCP) facility located at 122 E. Main St., Millville, NJ 08332. Like RVW, the JCP complex was, and remains today, a federally funded, public housing facility with occupancy designations for senior/senior disabled/ near elderly disabled (50 to 62 yrs of age) populations. The building and residential operations, ALP not included, are subsidized by, and operates under, U.S. Department of Housing and Urban Development regulations and guidelines.

The MHA currently serves 58 ALP clients in a mix of ALP and non-ALP clients at the RVW and JCP facilities. Of the 90 apartments in JCP, 44 are occupied by ALP clients. Of the 98 apartments in RVW, 14 are occupied by ALP clients.

At the time this RFP was issued, JCP was 99% occupied between ALP and non-ALP residents. RVW was 94% occupied between ALP and non-ALP residents.

MHA’s license does not limit the number of ALP clients that can be served at RVW or JCP.

The MHA serves as the sole administrator and operating entity for all ALP operations. With the exception of the first shift nurse, are personnel are directly employed by the MHA. First shift nursing services were outsourced to a third party.

ALP client services are currently provided 365 days per year, 24-hours per day on a three shift/day basis. Services include, but are not necessarily limited to:
• Assistance with activities of daily living (basic services, personal care, dressing, grooming)
• Availability of an RN on call 24 hours a day
• Light housekeeping and laundry
• Medication distribution
• Some shopping
• Arrangement of physician visits and transportation to and from medical appointments
• Two snacks daily
• Safety checks on all three shifts
• Arrangement of rehabilitation services for in-home physical therapy
• Assistance in acquiring durable medical equipment such as walkers, electric wheelchairs, tub seats, etc.
• Prescription service provided through the ALP pharmacy with deliveries twice daily
• Availability of meal program(s)

The MHA bills Medicaid $50/day for any day the ALP client is resident in the building after midnight. It also currently bills one (1) self-pay client directly. The MHA does not bill for any additional services.

Gross Program Revenues total $937,712 for the period April 2010 through March 2011 inclusive.
Scope of Services

Authorization to Operate in New Jersey

Bidders must be registered and authorized to transact business in New Jersey. Any Bidder which is a corporation not chartered under the laws of the State of New Jersey must submit an affidavit certifying that said corporation is authorized to do business in the State of New Jersey.

Outsourcing of All ALP Operations

This RFP is for the outsourcing of the entire ALP program. The successful bidder must be licensed, or become licensed before commencement of operations, by the DHSS to operate an ALP in RVW and JCP. With the successful bidder approved by the DHSS, the MHA would then cancel its ALP license. The successful bidder would then be responsible for the entirety of any and all ALP operations and reporting responsibilities to all State and local authorities.

Implementation of Operations

Bidders must be able to implement full operations within two (2) months of selection. Additional time will only be granted if, in the sole opinion of the MHA, doing so would benefit the current residents.

Available ALP office space at JCP and RVW

At the time of issuance of this RFP, the MHA has three office suites available at JCP: 600 square feet, 930 square feet and 1,430 square feet. Architectural drawings of each of the areas are attached to this RFP.

The MHA has one office suite available at RVW that has 1,640 square feet of space. An architectural drawing is attached to this RFP.

The MHA would provide general access to the common areas of JCP and RVW to the successful bidder 24 hours/day, 365 days/year at no cost. However, prospective bidders must provide bids regarding lease terms and pricing of on-site office space suitable for their operations.

Bidders interested in renting space at JCP and/or RVW shall present a quote on an annual cost-per-square foot basis. MHA lease terms are plus utilities, plus fit out costs.

Architectural drawings of available office space are available upon request.
All of the available space referenced herein is being advertised concurrently in the Multiple Listing Service through the real estate brokerage firm of Reeves and Melvin, 1118 North High St., Millville, NJ 08332, Phone (856) 825-0713, Fax (856) 825-6577.

Certificate of Need and Current Business Acquisition Price

Bidders shall submit a proposal for the amount(s) they are offering the MHA in a lump sum and/or a revenue sharing plan for acquiring the rights to the CON and the existing client base.

The MHA’s ALP income statements, balance sheets and summary Medicaid billing records from October 2006 to March, 2011 are available, upon request, to all prospective bidders.

Revenue sharing proposals must detail:

- Calculation methodology,
- Sources of all income streams considered, e.g., Medicaid, self pay,
- Proposed payment time frames, e.g. monthly or quarterly,
- Audit methodology.
Selection Process

The MHA will rate bidders based on the following categories. Each category will be assigned a maximum point value.

NOTE: Bidders must provide written responses to each of the points in the following:

Business Qualifications

- Entity’s legal distinction, e.g. corporation, partnership, not-for-profit
- Proof of state provided approval to operate in New Jersey
- Accreditations and certifications
- Mission, history and number of years in business
- Services offered
- Service locations

Business Acquisition Price lump sum and/or cost sharing proposal

Bidders shall submit a proposal for the amount(s) they are offering the MHA in a lump sum and/or a revenue sharing plan for acquiring the rights to the CON and the existing client base.

Office space lease term offers

Bidders shall submit a proposal for renting space at JCP and/or RVW on an annual cost-per-square foot basis. MHA lease terms are the monthly base, plus all utilities plus fit out costs.

All of the available space referenced herein is being advertised concurrently in the Multiple Listing Service through the real estate brokerage firm of Reeves and Melvin, 1118 North High St., Millville, NJ 08332, Phone (856) 825-0713, Fax (856) 825-6577.

Architectural drawings of available space are available upon request.

Experience and References

Provide a detailed list of past (within 2 years) or present experience in providing Home Care Services. Reference information should include: the dates of the experience, the target population, the approximate number of patients serviced and the substance of the service provided, and the name and phone number of a contact person.
Ability to commence operations within two (2) months of bid selection

Prospective bidders need to certify that they have the necessary human and capital resources to commence operations within two (2) months of bid selection.

Financial stability

Prospective bidders need to submit Financial Statements for the last three (3) years.
SUBMISSION REQUIREMENTS

Interested firms shall submit an original and two (2) copies of their proposals to Ms. Kari Elmer, Millville Housing Authority, 1153 Holly Berry Lane, Millville, NJ, 08332 no later than 3:00 p.m. (Eastern Daylight Time) Tuesday, June 14, 2011 by mail or delivery. The proposals must be sealed in an envelope clearly marked “Assisted Living Program” with the bidders name, address, telephone number and Fax number.

A complete proposal package shall consist of the listed documents on the check list

Required documents.

HOUSING AUTHORITY OF THE CITY OF MILLVILLE

PROPOSAL DOCUMENT CHECKLIST

☐ An original and three (3) copies of entire proposal

NOTE: Please be sure to itemize all points listed above under the “Selection Process.”

☐ New Jersey ALP License,

OR

Statement indicating the bidder intends to pursue a New Jersey ALP license on an expedited basis

☐ Valid state of NJ business registration certificate

☐ Stockholder disclosure certification

☐ Non-Collusion Affidavit

☐ Certificates of Insurance

☐ Americans with Disabilities Act Certification

☐ Mandatory Affirmative Action Certification

*Submitting this form with your bid is requested but not mandatory. It is provided to ensure compliance with all required documentation.

B. Name of Bidder: ________________________________

Signature of Bidder: ________________________________

Print Name and Title: ________________________________

Date: ________________________________
Chapter 33 of the Public Laws of 1977 (N.J.S.A.52:25-24.2) provides in pertinent part that no partnership or corporation shall be awarded any contract by the State, County, Municipal or School District, or any subsidiary or agency thereof, for the performance of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said partnership or corporation, there is submitted a statement containing the following information:

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.

2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.

3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

4. If the bidder is other than a corporation or partnership, bidder shall indicate the form of corporate ownership as listed below. (see next page)

**BIDDER MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:**
A. STOCKHOLDERS:
List Stockholders or Partners owning 10% or more of the company submitting bid:

<table>
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<tr>
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<th>ADDRESS</th>
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</table>

SIGNATURE__________________________
DATE____________________________

B – NO STOCKHOLDERS:

________ No Stockholder or Partner owns 10% or more of the company submitting bid:

(check)

SIGNATURE__________________________
DATE____________________________

C - INDIVIDUAL

________ Bid is being submitted by an individual who operates as a sole proprietorship:

(check)

SIGNATURE__________________________
DATE____________________________
D – CORPORATION OR PARTNERSHIP OPERATING AS:

Bid is being submitted by a corporation or partnership that operates as a (check one of the following)

________ Limited Partnership  __________ Limited Liability Corporation

________ Limited Liability Partnership  __________ Subchapter S Corporation

List Stockholders or Partners owning 10% or more of the form of corporation or partnership checked above shall provide the following information:

NAME  ADDRESS

________________________________________________________

________________________________________________________

SIGNATURE _________________________  DATE ________________________

ONE OF THE FOUR SECTIONS ABOVE MUST BE COMPLETED, SIGNED, AND DATED. THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL.
AFFIDAVIT of Non Collusion

AFFIDAVIT

(Prime Proposer)

STATE OF : SS.

COUNTY OF :

being duly sworn

according to law, deposes and says:

1. That he/she is

___________________________________________________________

partner/officer of the firm of

___________________________________________________________

the party making the foregoing Qualifications, that such Qualifications is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer, or person, to put in a sham qualifications or to refrain from proposing, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the qualifications price of affiant or of any other proposer, or to fix overhead, profit or cost element of said qualifications price, or that of any other proposer, or to secure any advantage against the Millville Housing Authority, or any person interested in the proposed contract; and that all statements in said qualifications are true.

2. The proposer further certifies that he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three year. Such act or conviction does not automatically disqualify a proposer, but may be grounds for administrative suspension or grounds for consideration by MHA as to whether MHA should decline to award a contract to such a proposer on the basis of a lack of responsibility. If proposer has been convicted of any act prohibited by state or federal
law involving collusion with respect to proposing or bidding on any public contract within the past three years, proposer should attach an explanation of the circumstances surrounding that conviction.

FIRM NAME
By: _______________________
Signature of Proposer if the Proposer is an individual

Sworn to and subscribed _______________________
before me this _______________________
Signature of Partner if the Proposer is a partnership
day of 20 .

______________________________
Notary Public
Signature of Officer if the Proposer is a Corporation

(SEAL) TITLE
Millville Housing Authority

BUSINESS REGISTRATION CERTIFICATE

Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

PROPOSERS MUST BE REGISTERED AT THE TIME PROPOSALS ARE DUE,

HOWEVER, A CERTIFICATE NEED NOT BE SUBMITTED UNTIL CONTRACT AWARD
Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the City of Millville (hereafter “owner”) do hereby agree that the provisions of Title 11 of the American With Disabilities Act of 1990 (the “Act”) (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Signed__________________________

Name of Firm:

________________________________

Address of Firm:

________________________________

________________________________

________________________________

Date: ___________________________
MANDATORY AFFIRMATIVE ACTION LANGUAGE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)

Good, Professional Service and General Service Contracts

During the performance of this contract, the contractor agrees as follows:

The contractor of subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following:

- Employment,
- Upgrading, demotion, or transfer;
- Recruitment or recruitment advertising;
- Layoff or termination;
- Rates of pay or other forms of compensation; and
- Selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will received consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
The contractor or subcontractor, where applicable will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:25-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and Public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signed__________________________

Name of Firm:

________________________________

Address of Firm:

________________________________

________________________________

________________________________

Date: ____________________________
Insurance and Indemnification Requirements

The successful bidder shall maintain current insurance as listed below:

General Liability at $1,000,000.00 per occurrence/$3,000,000.00 aggregate for bodily injury and property damage and shall include the interest of the MHA with respect to work emanating from the ALP. This instance shall include the following:

a. Personal Injury Liability,

b. Blanket contractual liability applying to assumption of liability under any written contract,

c. Sexual Abuse Total Limit at $300,000.00

d. Sexual Abuse Each Person Limit at $100,000.00

Worker’s Compensation at NJ Statutory limits and Employer’s Liability at $500,000.00

Automotive Liability at $1,000,000.00 limits

Professional Liability, $1,000,000.00 per occurrence, $3,000,000.00 aggregate

Umbrella Liability, $2,000,000.00 per occurrence and aggregate.

The MHA, its agents, officers and employees shall be named as additional insured parties. The Firm(s) shall provide copies of all Insurance Certificates to the MHA prior to execution of contract(s).

The Firm(s) shall defend, indemnify and hold harmless the MHA, its agents, officers and employees from any and all claims, suits, actions, damages and costs of any nature whatsoever, whether for personal injury, property damage or other liability arising out of or in any way connected with the Firm’s obligations under this contract.