

COUNTY OF YORK, VIRGINIA
REQUEST FOR QUALIFICATIONS
RFQ

Issue Date: November 4, 2016

RFQ #: 2019

Title: Housing Consulting/Management Services

Classification Code: 91863

Issuing Agency: County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd.
P.O. Box 532
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed: Dept. of Community Services
Housing & Neighborhood Revitalization Div.
224 Ballard Street
Yorktown, Virginia 23690

Sealed Proposals Will Be Received Until 5:00 p.m.(est.) on November 28, 2016
At Which Time They Shall Be Opened In Public.

NOTE: 4 copies of your Proposal will be required.

All Inquiries For Information Should Be Directed To: Victor Robinson, Buyer, Telephone: (757) 890-3680.

SEND PROPOSALS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Request For Proposal, The Undersigned Offers To Provide The Requested Service(s) Shown in the Attached/Enclosed (A signed Letter of Transmittal may be substituted for this cover page).

Name and Address of Firm:

_____ Zip Code

Date: _____

By: _____

Signature in ink

Title

Telephone No.: () _____ Federal Tax ID# _____

1.0 PURPOSE/ PROJECT DESCRIPTION:

The County of York wishes to retain a Housing Consultant (hereinafter “Consultant”) to be responsible for administering housing rehabilitation programs for the Department of Community Services’ Division of Housing and Neighborhood Revitalization, including Community Development Block Grants (CDBG), for the County of York (hereinafter “Owner”). The Consultant will administer all tasks in compliance with all applicable Federal, state and local rules and regulations governing these programs, in accordance with any Contract Documents, and in a manner satisfactory to the Owner.

The program description may include:

1. Rehabilitation of low to moderate income (LMI) single-family, owner-occupied housing units to DHCD Housing Quality Standards (HQS).
2. Substantial reconstruction of LMI single-family, owner-occupied housing units.
3. Clearance of all junk, debris, weeds, inoperable vehicles and dilapidated structures from assisted units in the project area, including neighborhood cleanup sessions to assist residents to dispose of outside debris.

2.0 SCOPE OF WORK:

The scope of work that will be provided by the Consultant includes:

- 1) **Refinement of housing rehabilitation program plans, procedures and forms:** subject to review and approval by the Grantee, the Consultant will establish, or make any necessary revisions to, the Housing Program Design and procedures (including but not limited to the priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies), as well as any other necessary forms, documents or sample contracts.
- 2) **Intake/assessment of eligibility:** the Consultant will assist property owners and residents in the neighborhoods designated in the Contract Documents in the completion of applications to permit eligibility determinations for rehabilitation assistance. In the event of applicants who have impaired mobility or other disabilities, the Consultant will make provisions for completing the application at the applicant’s residence or other acceptable procedures for ensuring equal access to services.

Initial eligibility determination of households/structures will be made by the Consultant on the basis of satisfaction of income requirements according to the most current income limits established by the U. S. Department of Housing and Urban Development (HUD), the apparent need for rehabilitation measures to correct relevant housing code or HQS deficiencies, and any other pertinent criteria set forth in the approved Housing Program Design. Consultant will perform household income verifications and ability-to-pay calculations, according to the Housing Program Design.

- 3) **Work write-ups:** for each eligible unit to be assisted, the Consultant will complete a detailed work write-up of the rehabilitation to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be initialed and dated by the homeowner.
- 4) **Rehabilitation Loan Servicing:** Consultant will perform or cause to be performed property title searches, and will secure all projects with a Deed-of-Trust (DOT) and promissory note as provided in the Contract Documents, as well as issue Certificates of Satisfaction when the notes are satisfied. Consultant must issue an annual payment history statement to each beneficiary regardless of ability to pay. Consultant will service all loans for the entire period 10-year loan period, performing those services established in the Housing Program Design.
- 5) **Selection of contractors:** the Consultant will verify qualifications of contractors based on bids solicited by Grantee (or Owner), and recommend contractors qualified to perform the authorized rehabilitation of eligible housing units.
- 6) **Initial, periodic and final inspections:** the Consultant will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and satisfactorily, will work with contractors to resolve any deficiencies in work performed, and will initiate change orders for approval according to the Housing Program Design.
- 7) **Approval of contractor payments:** as rehabilitation progresses and as invoices are submitted by contractors, the Consultant will verify that the expenses are reasonable, allowable and allocable; that the work has been completed properly (including a sign-off by the property owner); and will recommend payment from the Grantee to the contractors.
- 8) **Maintenance of case files and other records:** for each applicant, the Consultant will maintain case files, including application and documentation of eligibility, work write-ups, the assistance agreement between the property owner and Consultant (along with repayment/ recapture provisions), documentation of liens and any other forms of security, contractor selection criteria, copy of contract between owner and contractors), documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). The Consultant will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated (per 24 CFR 570.606 and 24 CFR part 24). The Consultant will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section VIII of this Agreement.
- 9) **Program Income Plan:** Consultant will submit a Program Income Plan for approval by Grantee.
- 10) **Housing Program Design compliance:** Consultant will comply with the policies and procedures described in the Housing Program Design.

11) Home maintenance and education workshops: Consultant, with assistance from Grantee, will develop and implement a Home Maintenance Education Program and must document attendance by each program beneficiary.

12) Miscellaneous program activities: Consultant will:

- Provide a local match, either in-kind or cash.
- Attend and participate in Project Management Team meetings held by York County.
- Coordinate a minimum of four (4) neighborhood meetings.

3.0 **GENERAL TERMS AND CONDITIONS:**

A. **FORM:**

All responses to a Request for Qualifications (RFQ) may be on the offerors letterhead or form. Response to an RFQ should address all aspects of the request and must include a signature of the offeror. All offers must be submitted in a sealed envelope plainly marked using the RFQ number, date and time of receipt of proposals.

B. **OPENING DATE/TIME:**

Offers and amendments thereto, or withdrawal of proposals submitted, if received by the Owner after the date and time specified for scheduled opening, will not be considered. It will be the responsibility of the Offeror to see that his offer is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic proposals (including FAX) will not be accepted.

C. **INCONSISTENCIES IN CONDITIONS:**

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, and/or other schedules contained herein, the latter two shall take precedence.

D. **CLARIFICATION OF TERMS:**

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the buyer.

E. **ETHICS IN PUBLIC CONTRACTING:**

By submitting their proposal, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee

having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

F. ANTI-DISCRIMINATION:

By submitting its bids or proposals, Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing

clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

G. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing the proposal, the offeror certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

H. INDEMNITY AGREEMENT:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage from any cause whatsoever arising out of, incidental to, or in connection with the performance of the contract and shall indemnify Owner, its agents, officers and employees against and save Owner, its agents, officers and employees harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death, at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence of Owner, its agents, officers and employees. Compliance by the Contractor with the insurance provision hereof shall not relieve Contractor from liability under this provision.

Contractor and all subcontractors guarantee to save the Owner, its agents, officers and employees, harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee or licensee.

Should Contractor, its employees, servants or agents (including subcontractors) use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor

shall release Owner, its agents, officers and employees, from and indemnify and save harmless Owner, its agents, officers and employees, from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

I. **SCC REGISTRATION REQUIRED:**

If Vendor/Contractor is organized as a stock or nonstock corporation, a limited liability company, a business trust, or a limited partnership, or is registered as a registered limited liability partnership, Vendor/Contractor must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. If Vendor/Contractor allows its existence to lapse, or its certificate of authority or registration to transact business in the Commonwealth of Virginia to expire, or be revoked or cancelled, such will be deemed an act of default enabling Owner to all remedies for default, including but not limited to revocation of this contract/agreement.

4.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

Proposals should contain the following information:

- 4.1 Each Offeror shall submit their proposal with a full description of the services offered with sufficient information to enable the Owner to determine that the Consultant meets the specifications/minimum requirements contained in the RFQ.
- 4.2 Each Offeror shall submit the following information: Signed RFQ Cover Sheet with acknowledgement of any Addenda; Name of Contact(s)- (Address, Tel/FAX).
- 4.3 Each Offeror must have at least five (5) years experience in furnishing services described in the Request For Qualifications.
- 4.4 Provide legible copies of all current applicable licenses and certifications.
- 4.5 Provide at least three current references for contracts of similar type and complexity, and a brief summary of the work performed including firm name, point of contact, address, telephone/FAX and/or e-mail address.

5.0 EVALUATION:

This solicitation is a sealed Request for Qualifications (RFQ). Proposals shall be evaluated by Purchasing staff and representatives of County departments that will utilize the proposed services. Selection shall be made of the Offeror deemed to be most fully qualified and best suited among those submitting proposals in the County's opinion, on the basis of the proposal

contents listed above. Negotiations may be conducted with the selected offeror(s) and an award shall be made to the offeror(s) that has made the best proposal.