



REQUEST FOR PROPOSAL

RFP 032015

Bay County Housing Rehabilitation
Third Party Administrator

THOMAS HICKNER
BAY COUNTY EXECUTIVE

REQUEST FOR PROPOSAL---THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT RETURN THIS BID, PLEASE RETURN THIS FORM INDICATING SO TO INSURE THAT YOUR NAME MAY BE RETAINED ON OUR BIDDER LIST.

DATE OF REQUEST	SEPTEMBER 25, 2015
REFERENCE PROPOSAL NUMBER	RFP 032015
QUESTIONS FROM PROPOSERS DUE	OCTOBER 1, 2015 5:00 PM
RESPONSES DUE FROM COUNTY	OCTOBER 2, 2015 5:00 PM
PROPOSED DATE/TIME REQUIRED	OCTOBER 9, 2015 2:00 PM
SUBMIT PROPOSAL TO	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION ATTN: FRANCES MOORE BAY COUNTY BUILDING 515 CENTER AVENUE BAY CITY, MI 48708-5128
MARK PROPOSAL	“BAY COUNTY HOUSING REHABILITATION THIRD PARTY ADMINISTRATOR” DELIVER TO THE PURCHASING OFFICE IMMEDIATELY

Bay County Housing Rehabilitation Program is seeking an independent contractor to act as the Third Party Administrator (TPA) for a grant funded by Housing and Urban Development (HUD) through the Michigan State Housing Development Authority (MSHDA), providing deferred loans to low income residents in accordance with MSHDA policy and procedures. Whenever practicable, program activities will be partnered with other housing rehabilitation/assistance agencies in order to deliver efficient services and leverage funds to best serve the needs of Bay County residents. The service area is the County of Bay (but does not include the City of Bay City, which is a HUD designated core city and as such has a separate assistance fund).

The Housing Rehabilitation Program serves to assist homeowners with incomes at or below 80% of area median income (AMI) with improving their principal residence through no interest loans and deferred payments. The program is available countywide outside the City of Bay City, with all income eligible applicants given an equal opportunity to participate.

Each two (2) year grant cycle the county may be awarded up to \$278,000 to be allocated for emergency repairs, home owner rehabilitation, target areas and place-making. Administrative funds are also part of the grant and are currently at 18% of total grant funds (or \$50,206 total grant or \$25,104 annual actual amount will be dependent upon the grant award) to be split between the County and the TPA based upon a negotiated percent.

SCOPE OF WORK:

1. Manage rehabilitation program to assure compliance with Federal and State Regulations with the priority intent to secure leverage-able funded projects with Federal Home Loan Bank (FHLB) and Property Improvement Program (PIP) or any other available options.
2. Promote program and solicit qualified applicants for effective utilization of funds.
3. Review applications for qualifying purposes of both homeowner and property criteria.
4. Provide primary homeowner and contractor contact and project coordination.
5. Provide structure inspections and bid specifications preparation.
6. Supervise bidding process and monitor labor standards compliance.
7. Provide inspections of work in progress for fund disbursement and 100% completion inspection with appropriate documentation.
8. Maintain the project status database using the MSHDA OPAL system.
9. Perform Environmental Review, Lead Tests, Radon Tests and Historical property documentation as required per property.
10. Maintain financial records as required in the MSHDA OPAL system.
11. Monthly performance reporting and project compliance reports.
12. Participation in the MSHDA monitoring and program audits and clearance of monitoring and audit findings.
13. Manage rehabilitation program to assure compliance with federal, state and local regulations.
14. Provide property owner and contractor contact and project coordination.
15. Provide initial structure inspection and specifications preparation.
16. Assist local building inspector with follow-up inspections as needed.
17. Maintain files with all documentation required by the funding source and submit reports as required.
18. Prepare mortgages, truth in lending documentation; execute contracts and all other required documents prior to the commencement of the project.
19. Maintain regular contact with the clients and contractors to ensure projects are completed with the timeframes and contract requirements.
20. Coordinate payments to contractors/suppliers on contracts.

COUNTY RESPONSIBILITY:

The County shall perform the following:

1. Prepare grant applications.
2. Consult with the TPA prior to requesting a grant amendment from MSHDA.
3. Provide general oversight of the program as required under grant terms.
4. Provide to the TPA a copy of the Grant Agreement between MSHDA and the County, as well as all other forms and documents required to administer the program.
5. Review any required documents whether they are new or modified.
6. Act as escrow agent and handle all deposits and claims for payment through the County's financial system.
7. Submit necessary documents, as required, by MSHDA.

INFORMATION REQUIRED FROM BIDDER:

1. Business Organization: State the full name and address of your organization and, if applicable the branch office or the other subordinate element that will perform or assist in performing the work hereunder. Indicate whether you operate as an individual, partnership or corporation: if as a corporation, include that state in which you are incorporated. If appropriate, state whether you are licensed to operate in the state of Michigan.
2. Project Team: Identify key individuals by name and title that will actually do the work under this proposal and a description of the work/role they intend to take. Include resumes for all key project personnel.
3. Statement of the Project: State in succinct terms your understanding of the project and desired outcomes represented by the RFP including any final product/deliverable.
4. Management Summary and Technical Work Plan: Include a narrative description of the proposed effort and of the products and services that will be delivered, also include your technical work plan identifying how the work will be carried out. Specifically, include the manner in which tasks shall be performed and detail the related products and services to be delivered.
5. Current/Past Experience: Proposals submitted must include, in this section at least three (3) current and three (3) past descriptions of qualifying experience during the past five (5) years in order to determine qualified professional experience. Previous project descriptions, costs and related information of projects which have been completed, length of time doing similar work and a description of knowledge and capacity to administer public Housing Rehabilitation programs must be shown. Also, the name, address and phone number of the responsible official of the client organization who may be contacted.
6. Previous Contract Terminations: Proposals submitted must include any contract termination within the last five (5) years.
7. Applicant must indicate the total number of years performing the type of work under this RFP and whether they have received any audit findings from MSHDA in the past three (3) years.

COMPENSATION:

1. Proposer must state the Grant Administration Fee and Project Fee by Percentage (see the maximum allowable amounts)
2. Grant Administration: General management, oversight and coordination of the housing program. Reasonable costs of overall program management, marketing, monitoring and evaluation.

The maximum allowable administrative fee to be split between the County and the TPA is 18%.

3. Activity/Project Delivery Costs (ADP): Grantee staff time directly related to carrying out the project and assisting owners. These duties may including timely written notices to occupants, property inspections counseling and other assistance necessary to minimize hardship.

The maximum allowable ADC is up to 10% of the total hard/soft costs.

ABILITY TO LEVERAGE FUNDS FOR PROGRAM:

Please detail any other programs that you currently work with which will be utilized to leverage funds for the program.

ADDITIONAL INFORMATION:

Please include any other information that is believed to be pertinent but not specifically asked for elsewhere, such as innovative ideas for additional services to be provided.

BIDDER QUALIFICATIONS:

1. The experience and capability of existing personnel to carry out the proposed scope of work.
2. The experience and skills to solve operational problems that may arise during implementation of the project and for the duration of the contract period.
3. The ability to satisfactorily perform necessary administrative tasks such as financial reports, applicant financial data collection/property evaluation, grant management and reporting, contract administration, understanding of grant leverage funding needs, solicitation of qualified applicants, billing, etc.
4. Have demonstrated integrity and record of compliance with public policy.
5. Demonstrate direct experience and knowledge administering HUD/MSHDA funds and administering a comparable housing rehabilitation program.

CONTENTS OF PROPOSAL PACKET:

1. Compensation Request. **(SEE ATTACHMENT A)**
2. Each bidder must provide with its formal Proposal a written sworn statement certifying that it has not colluded with any competing bidder or County employee or entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Request for Proposal. **(SEE ATTACHMENT B)**
3. Business Organization **(LABEL ATTACHMENT C)**

4. Project Team **(LABEL ATTACHMENT D)**
5. Statement of the Project **(LABEL ATTACHMENT E)**
6. Management Summary and Technical Work Plan **(LABEL ATTACHMENT F)**
7. Current/Past Experience **(LABEL ATTACHMENT G)**
8. Previous Contract Terminations **(LABEL ATTACHMENT H)**
9. Applicant must indicate the total number of years performing the type of work under this RFP and whether they have received any audit findings from MSHDA in the past three (3) years. **(LABEL ATTACHMENT I)**
10. Ability to Leverage Funds **(LABEL ATTACHMENT J)**
11. Other Information, please provide any further information you feel necessary. **(LABEL ATTACHMENT K)**

PROPOSAL SCORING:

The proposals will be scored using the following criteria:

1. 20 points - Compensation Request (Attachment A)
2. 5 points – Business Organization (Attachment C)
3. 5 points – Project Team (Attachment D)
4. 10 points – Statement of the Project (Attachment E)
5. 25 points – Management Summary and Technical Work Plan (Attachment F)
6. 5 points - Current/Past Experience (Attachment G)
7. 5 points – Previous Contract Terminations (Attachment H)
8. 15 points – Experience and Findings (Attachment I)
9. 5 points – Ability to Leverage Funds (Attachment J)
10. 5 points – Other Information (Attachment K)

GENERAL INFORMATION:

1. **CHANGES TO RFP:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential bidders by e-mail.

2. CONTACT INFORMATION: To receive future communications related to this RFP, possible bidders are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at mooref@baycounty.net; failure to do so may limit your ability to submit a complete, competitive proposal.
3. RIGHT TO WITHDRAW BIDS: By submitting a Proposal in response to this RFP, Bidder agrees to be bound by this RFP's terms and conditions. Proposals may be withdrawn by the Bidder without penalty at any time before notification that the Bidder's Proposal has been selected. However, if the Bidder withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Bidder shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Bidder intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Bidder's payment of the Liquidated Damages shall be Bidder's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Bidder's Proposal.
4. RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE: The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to either purchase equipment from the Bidder or to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. TAX-EXEMPT STATUS: Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
6. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
7. RESPONSIBILITY: Bidders are solely responsible for ensuring their bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 7th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

8. INSURANCE: The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder's services related to this RFP and any resultant contract, whether such service be by the Bidder individually or by anyone directly or indirectly employed by Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
 - a. Worker's compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;

- b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
- c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Bidder's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

- 1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
- 2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."

- 9. COST OF DEVELOPING PROPOSAL: The Bidder shall be responsible for all costs incurred in the development and submission of its Proposal.
- 10. PROPOSAL DELIVERY: Proposals must be returned no later than **October 9, 2015, @ 2:00 P.M.** in a sealed envelope clearly marked "**Bay County Housing Rehabilitation Third Party Administrator**"--- **Deliver to Nicole LaDouce in the Purchasing Office immediately.** Please provide three (3) printed copies of the submission. The same should be mailed or hand delivered to the Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or E-mail.

- 11. NON-DISCRIMINATION: In the performance of the proposal and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona

vide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.

12. PROPOSAL OPENING: There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
13. PROPOSAL REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.

The County is not required to accept the lowest cost proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience or capacity may be overriding factors. The proposal evaluation criteria should be viewed a standards, which measure how well a bidder's approach meets the desired requirements and needs of the County.

The County reserves the right to waive any informalities or immaterial omissions or defects not involving prices, time or changes in the work and to reject any or all proposal, if to do so is deemed in the best interest of the County. In no event will an award be made until all necessary investigations are made as to the responsibility and qualification of the bidder to whom it is proposed to make such an award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the County.

14. PROPOSAL AWARD: In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the proposal to the Bidder providing the best value to the County.
15. CONTRACT: The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected bidder, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a bidder's suggested terms and conditions may be submitted with bidder's Proposal, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the County of Bidder's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFP, and last, the Bidder's Proposal.

16. DISPUTES: In the event a bidder disagrees with the recommendation of the Bay County Finance Officer concerning this award, the bidder may obtain a Bid Protest Form from the Purchasing Office which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) working days from the date of the notice of intent to award.**

17. QUESTIONS: All questions about this RFP must be received by October 1, 2015, 5:00 p.m. in writing, via email, to:

Frances Moore
Purchasing Agent
mooref@baycounty.net

Responses to any inquires will be issued in one (1) Addendum no later than October 2, 2015, 5:00 p.m. and will be sent to all known bidders. Every attempt to answer your inquiries will be made however Bay County has the right to not answer any questions received after the October 1, 2015 due date.

Correspondence or inquiries made directly to bidders regarding their proposals from all other personas are to be directed to those County employees designated above for appropriate review and response. Contact with other County staff or County Board Commissioner could be reason for disqualification.

Any significant explanation desire by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers to submit their proposals. Any information giving to a prospective bidder concerning the Request for Proposal will be furnished to all prospective banks as an amendment or addendum to the Request for Proposal, if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance to uninformed bidders.

ADA ASSISTANCE: The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Tim Quinn
Director of Personnel and Employee Relations
Bay County Building
515 Center Ave. 3rd Floor
Bay City, MI 48708-5128
(989) 895-4098
(989) 895-4049 TDD

Frances Moore, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
989-895-4037
mooref@baycounty.net

This proposal process will be conducted in conformity with the Bay County Purchasing Policy as found on the Bay County website www.baycounty-mi.gov.

COMPENSATION REQUEST

COMPENSATION	PERCENT
Grant Administration	
Project Delivery or Activity Delivery	

CERTIFICATION

The individual signing below certifies:

1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This proposal was developed solely by the Bidder indicated below and was prepared without any collusion with any competing bidder or County employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____