

## PRINCE GEORGE'S COUNTY DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT



#### REQUEST FOR PROPOSALS NO. 2022-01

## HOME Investment Partnership (HOME) Program Monitoring Services

ISSUANCE DATE: October 15, 2021 PROPOSAL CLOSING: November 5, 2021 at 5:00 p.m. EST

# Contact: Pamela A. Wilson Housing Development Program Manager Department of Housing and Community Development pawilson@co.pg.md.us

**WARNING:** Prospective applicants who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the RFP or other communications can be sent to them. Any prospective applicant who fails to notify the Issuing Office of this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

This document is available from the Prince George's County Department of Housing and Community Development's webpage at <a href="http://www.princegeorgescountymd.gov/sites/dhcd">http://www.princegeorgescountymd.gov/sites/dhcd</a>.



## REQUEST FOR PROPOSALS PRINCE GEORGE'S COUNTY DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

RFP NO.: 2022-01

## **HOME Investment Partnership Program (HOME) Monitoring Services**

#### TABLE OF CONTENTS

#### **SECTION I: INTRODUCTION**

- 1.1. Purpose
- 1.2 Background
- 1.3 Eligible Applicants
- 1.4 Application Closing Date
- 1.5 Withdrawals of Modifications of Bids or Proposals
- 1.6 Questions and Inquiries
- 1.7 Proposal Acceptance
- 1.8 Duration of Proposal Offer
- 1.9 Notice to Applicants
- 2.0 Indemnity

#### SECTION II: GENERAL TERMS AND CONDITIONS

- 2.1 Economy of Preparation/Incurred Expenses
- 2.2 Addenda to the Request for Proposals
- 2.3 Oral Presentations
- 2.4 Confidentiality/Proprietary Information
- 2.5 Allowance of In-House Work
- 2.6 Formation of Agreement/Contract with Successful Contractor
- 2.7 Period of Contract
- 2.8 Termination for Convenience
- 2.9 Affidavits, Certifications and Affirmation

#### SECTION III: SCOPE OF PROGRAM FUNCTIONS AND WORK

- 3.1 Scope of Program Functions
- 3.2 Scope of Work

#### SECTION IV: SCHEDULE OF DELIVERABLES

#### **SECTION V: PROPOSAL CONTENTS**

- 5.1 Proposal Format Outline
- 5.2 Application Affidavit
- 5.3 Organizational Structure, Capacity, and Financial Strength
- 5.4 Processing Timeline
- 5.5 Response and Documentation of Qualifications
- 5.6 Fee for Services Cost Schedule
- 5.7 Certificate of Insurance Requirements
- 5.8 Exceptions or Restrictions
- 5.9 No Conflicts of Interest
- 5.10 No Pending Litigation
- 5.11 Certificate of Good Standing
- 5.12 Local and Minority Business Participation

#### SECTION VI: PROPOSAL EVALUATION AND SELECTION PROCESS

- 6.1 Selection Process
- 6.2 Evaluation and Selection Committee
- 6.3 Qualifying Proposals
- 6.4 Priority/Preferred Requirements
- 6.5 Evaluation Criteria
- 6.6 Final Ranking
- 6.7 Selection
- 6.8 Proposals Property of DHCD

#### **HOME Investment Partnership (HOME) Program Monitoring Services**

#### SECTION I: INTRODUCTION

#### 1.1 **PURPOSE**

The Prince George's County Department of Housing and Community Development (DHCD) is seeking proposals from interested parties to provide, on a task(s) order basis, compliance monitoring as required under the Prince George's County's HOME Investment Partnerships (HOME) Program. It is essential that Prince George's County (County) promote the building and preservation of safe, decent, and quality affordable housing.

Prince George's County must conduct long-term monitoring of HOME-assisted rental multi-family housing projects for compliance with applicable HOME requirements during the affordability period. The monitoring process examines compliance with requirements related to specific HOME activities, evaluating the overall performance and operation of the County's HOME program, enabling the Department to ensure that programs and activities are being carried out effectively and with consistency with governing rules and regulations. The County seeks a capable and qualified firm to provide the following services in regards to its HOME-assisted rental housing portfolio:

- Develop and implement a comprehensive compliance monitoring system to ensure DHCD's HOME portfolio is in compliance with rent and occupancy requirements;
- Review DHCD's Housing Quality Standards (HQS) inspection monitoring process and reports for compliance with HOME federal regulations and advise staff of any adjustments required; and
- Train DHCD staff on the implementation and ongoing operations of the compliance monitoring system.

#### 1.2 BACKGROUND

DHCD underwrites and provides low-interest HOME loans to third parties and developers for the rehabilitation or new construction of affordable multifamily rental housing developments for households with incomes generally less than or equal to sixty percent (60%) of the area median income (AMI), as determined by the United States Department of Housing and Urban Development (HUD), with adjustments for family size.

In addition to HOME loans from the County, the developments are generally financed using a combination of federal low-income housing tax credits, State rental housing

funds, County Payment in Lieu of Taxes (PILOT) agreements, and tax-exempt bonds. HOME funds from the County are generally used to close any financing gaps ensuring all development costs are funded. Rental housing that is rehabilitated or constructed with HOME funds must be restricted to income-qualified households for a period of affordability ranging from a minimum of five (5) years to twenty (20) years or longer if mandated by any other agreements or restrictive covenant therein.

DHCD is responsible for ensuring that all HOME funds are used in compliance with HOME requirements (See 24 CFR 92.504(a) for a description of responsibilities) (https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr92 main 02.tpl).

DHCD must monitor all HOME funded rental projects annually, during its affordability period, to verify that the projects remain in compliance with HOME requirements related to tenant income, rent restrictions, unit mix and occupancy, lease provisions and affirmative marketing. On-site inspections of the project and units ensure that property standards continue to be met.

#### 1.3 <u>ELIGIBLE APPLICANT(S)</u>

The Applicant must not have caused a government authority to violate any affordability and/or regulatory agreements of any County agency, or other housing agencies, nor have a record of discriminatory practices.

The Applicant must have a successful track record in providing the types of services as defined within the Scope and Requirements section contained within this RFP solicitation. Qualified applicants must possess experience in providing the services as described in the RFP, and a working knowledge of the federal funding requirements governing the HOME Program.

#### 1.4 APPLICATION CLOSING DATE

The Applicant must submit an electronic proposal in response to this RFP, including a statement of qualifications evidencing the minimum standards required herein and any proposed special conditions regarding this RFP and submit to:

Pamela A. Wilson
Housing Development Program Manager
Prince George's County DHCD
pawilson@co.pg.md.us

Proposals in response to this RFP must be received by DHCD no later than

#### 1.5 WITHDRAWALS OF MODIFICATIONS OF BIDS OR PROPOSALS

A written request for the withdrawal of a bid or proposal, or modification of a bid, may be granted if the request is identified with the Bid or Proposal number, title, time and date of submission, or closing date for receipt of proposals, and is received by the designated email address prior to the closing date and time for receipt of proposals.

#### 1.6 **QUESTIONS AND INQUIRIES**

Questions and inquiries must be submitted via email to <a href="mailto:pawilson@co.pg.md.us">pawilson@co.pg.md.us</a>.

All inquiries must refer to the page and applicable RFP section to which the question relates. Phone calls or faxed questions will not be accepted. DHCD reserves the right to decline to answer specific questions. Responses to questions, in either written or oral form, will not be deemed to amend the RFP unless and until the response is included in a formal addendum to the RFP. All potential respondents are responsible for checking DHCD's website for any addendums.

#### 1.7 PROPOSAL ACCEPTANCE

DHCD reserves the right to reject any bid or proposal from any person, firm or corporation that is in arrears or in default to Prince George's County upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous contract with the County. DHCD reserves the right to accept or reject any and all proposals in response to this RFP, in whole or in part, received as a result of this solicitation and to waive minor irregularities. Further, DHCD reserves the right to make a whole award, partial award, or no award at all.

#### 1.8 DURATION OF PROPOSAL OFFER

Proposals in response to this RFP are to be held valid for six months following the closing date. This period may be extended by mutual written agreement between the Applicants and DHCD.

#### 1.9 NOTICE TO APPLICANTS

Before submitting a proposal, Applicants are to completely familiarize themselves with the requirements of this RFP. Failure to do so will **not** relieve the Applicant of responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.

No bidder will be allowed to offer more than one price on each item even though they may feel that he or she has two or more methodologies that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item all prices for that item may be rejected at the discretion of the DHCD.

#### 2.0 INDEMNITY

Contractor shall indemnify, keep and save harmless Prince George's County, the DHCD, its agents, officials and employees, against all injuries, death, loss damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the County in consequence of the granting of this contract of which may in anyway result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or his employees, of the subcontractor or his employees, if any, and the contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the contractor shall at his own expense, satisfy and discharge the same. The Contractor shall take proper safety and health precautions to protect their work, their employees, the public and the property or other from any danger or injury resulting solely from the performance of their work described herein. Contractor expressly understand and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

#### SECTION II: GENERAL TERMS AND CONDITIONS

#### 2.1 ECONOMY OF PREPARATION/INCURRED EXPENSES

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the Applicant's capabilities and description of the proposal to meet the requirements of this RFP. DHCD will not be responsible for any costs incurred by any Applicant in preparing and submitting a response to this RFP.

#### 2.2 ADDENDA TO THE REQUEST FOR PROPOSALS

If it becomes necessary to revise any part of this RFP, addenda will be provided by email to all firms listed by DHCD as receiving a copy of the RFP. Written acknowledgement of receipt of all issued amendments, addenda or changes issued will be required from all Applicants responding to this RFP and in the form required by the solicitation documents.

#### 2.3 ORAL PRESENTATIONS

DHCD reserves the right to conduct individual interviews with finalists and to request best and final offers from any or all finalists. Those Applicants may be required to provide oral presentations to discuss their proposal, answer questions from DHCD's Proposal Advisory Group (PAG), and/or clarify their technical submittal.

#### 2.4 CONFIDENTIALITY/PROPRIETARY INFORMATION

Applicants must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by DHCD in accordance with the Maryland Freedom of Information Act, 10-601 et. seq., State Government Article, Maryland Annotated Code. Applicants must clearly indicate each and every page that is deemed to be confidential/proprietary or a trade secret (it **IS NOT** sufficient to preface your proposal with a proprietary statement).

#### 2.5 ALLOWANCE OF IN-HOUSE WORK

No section or portion of this RFP or the Contract shall be construed or interpreted to preclude DHCD from accomplishing any task or undertaking of any operation or project utilizing its own work force.

#### 2.6 <u>FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL</u> CONTRACTOR

The Contract to be negotiated as a result of this RFP (the "Contract") shall be by and between the Applicant as Contractor and DHCD and shall contain provisions included in this RFP. By submitting a proposal in response to the RFP, the Applicant accepts the terms and conditions set forth herein.

#### 2.7 PERIOD OF CONTRACT

The term of the Contract(s) resulting from this RFP shall commence upon execution of an Operating Agreement and will continue through June 30, 2022, with a renewal option executable by the County subject to the availability of funds, at a rate and term agreed to and upon by both the Applicant and DHCD. DHCD anticipates the term of the Contract to commence no later than December 1, 2021.

#### 2.8 TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by DHCD without written notice or such time as mutually agreeable to the parties not to exceed 30 days, in accordance with this clause in whole, or from time to time in part, or whenever the DHCD shall determine that such termination is in its best interest. The County will pay all reasonable costs associated with this contract that the applicant has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the applicant may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

#### 2.9 <u>AFFIDAVITS, CERTIFICATIONS AND AFFIRMATIONS</u>

Applicants are required to submit with their proposal certain certifications, affirmations and affidavits.

#### SECTION III: SCOPE OF PROGRAM FUNCTIONS AND WORK

#### 3.1 <u>SCOPE OF PROGRAM OPERATIONS</u>

The County is seeking to execute an Agreement(s) with a third-party administrator to provide the following services in regards to its HOME-assisted rental housing portfolio:

- Develop and implement a comprehensive compliance monitoring system to ensure DHCD's HOME portfolio is in compliance with rent and occupancy requirements;
- Review DHCD's Housing Quality Standards (HQS) inspection monitoring process and reports for compliance with HOME federal regulations and advise staff of any adjustments required; and
- Train DHCD staff on the implementation and ongoing operations of the compliance monitoring system.

Within Prince George's County, there are approximately **thirty-seven (37)** projects with HOME supported multifamily rental housing units. These thirty-seven (37) projects contain a total of approximately 4,342 total units, including 584 HOME supported multifamily rental units with affordability restrictions subjecting them to ongoing monitoring requirements.

#### 3.2 SCOPE OF WORK

The functions to be administered and implemented will be defined in an executed Contract(s) between the selected applicant, and the County, which will include but not be limited to:

#### Provide Comprehensive Compliance Monitoring Services

- A. Develop a comprehensive compliance monitoring system for all HOME funded rental housing projects. The HOME compliance monitoring system should comply with all applicable federal regulations and HUD's Community Planning and Development Monitoring Handbook 6509.2 REV-7, including HUD monitoring checklists in Chapter 7 of the Handbook.
  - https://www.hud.gov/program offices/administration/hudclips/handbooks/cpd/6 509.2.
  - 1. Adapt HUD monitoring checklists for County DHCD use. Identify specific documents and records that must be retained by DHCD to demonstrate

- compliance with program, project, general administrative, and other Federal requirements; and
- **2.** The system should address uniform administrative requirements and federal cross-cutting requirements;
- **B.** Provide monitoring services, including the tracking of all projects throughout the period of affordability, and the implementation and execution of compliance monitoring systems and procedures.
  - 1. Review DHCD's current process for annually inspecting HOME assisted rental projects and recommend revisions as applicable;
  - 2. Develop a system for tracking, reporting and monitoring rent and occupancy compliance on all HOME assisted rental projects throughout the period of affordability;
  - **3.** Perform file reviews, including income certification reviews for occupants of HOME designated units;
  - **4.** Develop an ongoing monitoring schedule and train DHCD staff on the ongoing implementation; and
  - **5.** Provide technical assistance to DHCD staff as needed.

#### SECTION IV: SCHEDULE OF DELIVERABLES

The Contractor will complete a regular schedule of deliverable, including but not limited to the following:

- 1. Provide a Project Work Plan and Methodology of tasks and deliverables within 15 days of the contract award. The work plan will be returned to contractor within 7 days with comments, if any;
- 2. Meet with appropriate DHCD staff to ensure time-line is achievable;
- 3. Submit reports by on the First Tuesday of every month for the term of the contract which provides information on the status of tasks in accordance with the

Contractor work plan and include any impediments to task completion during the reporting period. Reports may be submitted by email; and

4. Provide a recommendations section of possible conditions which need additional analysis and monitoring by the County.

#### **SECTION V: PROPOSAL CONTENTS**

#### 5.1 PROPOSAL FORMAT OUTLINE

Each proposal shall have the following sections prominently displayed:

Section	Contents
I	Title
II	Table of Contents
III	Application Affidavit
IV	Organizational Structure, Capacity & Financial Strength
	a. Organizational Chart
	b. Resumes of Key Staff
	c. Audited and/or unaudited financial statements for the last
	three years
V	Documentation of Qualifications
	a. Responses to Section 5.5 of this RFP
VI	Service Implementation Schedule
	a. Operating Plan
VIII	Delivery Cost Schedule
IX	Local & MBE Participation
X	Certificate of Insurance
XI	Statement of Conflict of Interest
XII	Statement of Pending or Threatening Litigation
XIII	Certificate of Good Standing
XIV	Exceptions or Restrictions

#### 5.2 <u>APPLICATION AFFIDAVIT</u>

The first page of the proposal in response to this RFP (Proposal) shall be the Application Affidavit. This document must be completed and signed by an authorized representative of the applicant who has legal authority to bind the entity into contract with the County.

### 5.3 ORGANIZATIONAL STRUCTURE, CAPACITY, AND FINANCIAL STRENGTH

The Proposal must include an organizational chart to delineate responsibilities and duties of key staff. Resumes for key staff must be included with the submission. The submission must also include the Applicant's audited and/or unaudited financial statements for the last three years.

#### 5.4 **PROCESSING TIMELINE**

The Proposal must include a schedule of key activities and timelines for creating and implementing a comprehensive compliance monitoring system for all HOME-assisted rental projects within DHCD's portfolio as identified within this RFP. This timeline should cover the period beginning with initial date of engagement as identified within the Agreement, up to and including the sunset date as specified within the Agreement, which may be subject to change due to extension or mutual agreement as documented by any corollary or contractual addendum.

#### 5.5 RESPONSE AND DOCUMENTATION OF QUALIFICATIONS

Please be as complete as possible otherwise your response may be considered as non-responsive, in which case, your application may be disqualified.

- 1. Provide a list of clients, public or private, for whom you have provided the services described in the Scope of Work and Program Services during the last five (5) years;
- 2. List the number of years your organization has provided administrative monitoring and construction management services for any federally funded program. Describe your organization's experience, if any, working with HOME grantees/subgrantees, or any other federal, state and local programs under a similarly structured agreement. Include within your description the name of the participating jurisdiction, or agency;
- 3. Describe your organizational capacity to create and implement comprehensive compliance monitoring processes and guidelines under the HOME Program;
- 4. Indicate methodology and most cost-effective and efficient approach (i.e. electronic review, site visits, involving DHCD staff, etc.) to conduct tenant file reviews for approximately 584 HOME units spread across approximately 37 properties in accordance with HOME requirements and bring DHCD current with its monitoring

responsibilities. As part of this response, the response should indicate how DHCD staff can be trained and involved in completing tenant file reviews.

- 5. Identify contract services previously conducted on behalf of other private, nonprofit, municipalities, jurisdictions or government entities utilizing the services included within this RFP. Include within your identification the name of the municipality, dates of service and scope of services performed;
- 6. List any professional designations or licenses associated with the work being requested. For verification purposes, please include documentation of professional designation and/or a copy of the licenses and contact information of the licensing authority, including a phone number; and
- 7. Specify whether your organization has been involved in any legal actions within the past five (5) years. If so, please provide adequate detail in your response.

#### 5.6 FEE FOR SERVICES COST SCHEDULE

The Proposal must include a not-to-exceed fee for services on a per-hour and/or per project basis associated with services being proposed. This fee schedule must include direct and indirect costs. All administrative costs must be detailed by account line item. The schedule should detail the cost associated with the delivery of services.

#### 5.7 <u>CERTIFICATE OF INSURANCE REQUIREMENTS</u>

The selected Applicant(s) will be required to obtain and keep in force for the term of the contract the following insurance which must identify Prince George's County, Maryland as a certificate holder and an additional insured on the policy. Applicant(s) should submit original certificates of insurance or documentation from their insurance company verifying such insurances are available to the Applicant should an award be made under this RFP.

WORKER'S COMPENSATION INSURANCE covering the applicant's employees as required by Maryland Law and employer liability limits of not less than:

- \$500,000 per accident;
- \$500,000 per disease; and
- \$500,000 disease aggregate

COMMERCIAL GENERAL LIABILITY INSURANCE to include off premises

activities where applicable. Limits of not less than:

- \$1,000,000/\$2,000,000 bodily injury and property damage per occurrence/aggregate;
- \$5,000 premises medical payments;
- \$1,000,000 fire legal liability;
- \$1,000,000 personal and advertising injury;
- \$2,000,000 general aggregate, per project (applicable to this RFP)

BUSINESS AUTOMOBILE LIABILITY INSURANCE covering bodily injury and property damage in the minimum combined single limit of:

• \$1,000,000 per accident

PHYSICAL AND SEXUAL ABUSE LIABILITY INSURANCE covering the Applicant's employees with liability limits of not less than:

• \$100,000 per individual/\$300,000 per occurrence

MISCELLANEOUS PROFESSIONAL (Errors and Omissions) LIABILITY INSURANCE covering payment of all costs the applicant shall become legally obligated to pay for damages due to any claim caused by any negligent act, error or omission of the Applicant or any other person for whose acts the Applicant is legally liable with liability limits of not less than:

• \$1,000,000 per claim and aggregate

During the performance of services called for under this RFP, the selected applicant shall ensure that all contractors and/or subcontractors that perform work related to this RFP shall maintain throughout the period of the respective contractor's performance (1) General Liability insurance in the amount of \$1,000,000 at a minimum, (2) Workers' Compensation insurance meeting the Statutory Limits for Maryland and Employers' Liability limits of \$500,000 and (3) business automobile liability insurance in the amount of \$1,000,000 if applicable. All contractors and subcontractors shall designate Prince George's County, Maryland as an Additional Insured and Certificate Holder on each Certificate of Liability Insurance. The selected applicant shall maintain copies of the Certificates of Liability Insurance from each contractor.

DHCD reserves the right to request insurance coverage above what is listed based on final review by the County's Office of Risk Management.

#### 5.8 EXCEPTIONS OR RESTRICTIONS

Should the Applicant take exception to any provision or requirement of this RFP, it must be indicated in writing and included with the Proposal submission.

#### 5.9 NO CONFLICTS OF INTEREST

As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to DHCD a statement, under oath that no member of the elected governing body of Prince George's County, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract and that upon request by DHCD, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that the violation of the intent of this provision exists shall be declared null and void and all monies received by the contractor shall be returned to DHCD.

#### 5.10 NO PENDING LITIGATION

The Applicant must affirm that they are not party to any pending litigation against DHCD or Prince George's County.

#### 5.11 <u>CERTIFICATE OF GOOD STANDING</u>

The Applicant must provide a Certificate of Good Standing from the State of Maryland.

#### 5.12 LOCAL AND MINORITY BUSINESS PARTICIPATION

DHCD seeks to have local and minority business participation. Applicants must identify and provide supporting documentation if it is a certified Minority Business Enterprises and/or local business. A business enterprise which is at least fifty-one percent (51%) owned by one or more minority individuals, or in the case of a publicly-owned corporation, at least fifty-one percent (51%) of the stock is owned by one or more minority individuals, and whose general management and daily business affairs and production operations are controlled by one or more minority individuals and has been certified by the Prince George's County Supplier Development & Diversity Division (SDDD). Further, any plans for local and minority contracting, and hiring should be submitted.

#### SECTION V: EVALUATION AND SELECTION PROCESS

#### 6.1 <u>SELECTION PROCESS</u>

The response to this RFP that best meets DHCD's requirements and the objectives will be selected.

#### **6.2** EVALUATION AND SELECTION COMMITTEE

The Proposal Advisory Group (PAG) will evaluate all proposals received by the closing deadline. The PAG may request additional technical assistance from any resource at its discretion.

#### 6.3 **QUALIFYING PROPOSALS**

The PAG shall first review each Proposal for compliance with the requirements of this RFP, as set forth in Section IV. Failure to comply with any requirements of this procurement may disqualify an Applicant's Proposal. DHCD reserves the right to waive a requirement and/or minor irregularities when it is in DHCD's best interest to do so. Proposals will not be opened publicly. DHCD also reserves the right to request supplemental information from Applicants during the evaluation period.

#### 6.4 PRIORITY/PREFERRED REQUIREMENTS

All proposals will be reviewed for the priority and preferred requirements detailed below. DHCD reserves the discretionary right to make exceptions to these requirements.

#### Priority Requirements

- 1. Have a minimum of five (5) years of experience working with government agencies;
- 2. Able to demonstrate experience with the monitoring requirements of the HOME Program;
- 3. Able to demonstrate experience with the HOME Program Rental Housing Tenant Certification process;
- 4. Must not have violated affordability/regulatory agreements of the DHCD or other housing agencies, nor have a record of discriminatory practices for at least the past five (5) years; and

Preferred Requirements

- 1. Ability to provide references of the above listed requirements as evidence of satisfactory experience and performance. The County prefers reference letters from government agencies, or government contractors demonstrating an existing relationship, and other key stakeholders who can attest to the organization's ability to complete the work outlined in the RFP.
- 2. Experience in the last five (5) years in working for or with local or State governments in providing comprehensive compliance monitoring services.

#### 6.5 EVALUATION CRITERIA

After determining compliance with the requirements listed above, the PAG shall conduct its evaluation of the technical and cost merit of the proposals. Each proposal received as a result of this RFP shall be subject to the same review and evaluation process. The following criteria will be used in the evaluation of submitted proposals:

Demonstrated experience and qualifications providing HOME Program monitoring services.		
Organizational Capacity		
1	1:	
• Experience with multifamily rental housin	g compliance	
Financial Strength		
In-place Established Systems		
Demonstrated experience working with federally funded	programs, 25 Points	
especially the following:		
• HOME		
• CDBG		
• ESG		
• HOPWA		
<ul> <li>Other HUD programs</li> </ul>		
<ul> <li>Other locally-funded programs, including</li> </ul>	state or local	
Housing Trust Funds		
Cost Competitiveness of Project Monitoring and Management Fees		
<ul> <li>Direct Cost</li> </ul>		
<ul> <li>Indirect Cost</li> </ul>		
Cost Allocation Plan	15 Points	
Responsiveness to the RFP		
<ul> <li>Level of Clarity</li> </ul>		
<ul> <li>Demonstrates capacity to meet RFP object</li> </ul>	ives	
<ul> <li>Proposal Contents</li> </ul>		

Local and Minority Business Involvement  • 100% County-Based Small Business	15 Points
TOTAL POSSIBLE	100
	Points

#### 6.6 FINAL RANKING

The evaluation criteria contained herein shall be scored by the PAG based upon the stated weight factors for each evaluation criteria. The PAG will make recommendations to the Deputy Director and Director for award of the exclusive right to negotiate a Contract with DHCD based on the terms of the Applicant's submission.

Based on the PAG's initial review of proposals, DHCD reserves the right to invite, without cost to itself, ranking finalists to make a presentation of their proposal and their capabilities as a further consideration in the selection process. DHCD reserves the right to make an award with or without negotiations or to request best and final offers. Only those Applicants who are deemed to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in this process. DHCD also reserves the right to request supplemental information.

#### 6.7 **SELECTION**

Prior to the execution of a Contract, the selected Applicant(s) will be responsible for the following:

- 1. Review of all applicable federal regulations and HUD's Community Planning and Development Monitoring Handbook 6509.2 REV-7, including HUD monitoring checklists in Chapter 7 of the Handbook.

  https://www.hud.gov/program\_offices/administration/hudclips/handbooks/cpd/6509.
- 2. Review the Federal Code governing the HOME Investment Partnerships Program (24 CFR Part 92) and prepare concerns/questions for further discussion: https://www.ecfr.gov/cgi-bin/text-idx?SID=e64d3cc3648e3e44e872fd9a4ceeee16&mc=true&node=pt24.1.92&rgn=div5;
- 3. Review of the County's Five-Year Consolidated Plan, Annual Action Plan and the Consolidated Annual Performance Evaluation Report (CAPER); and

4. Review the DHCD HOME Policy and Procedures Manual.

#### 6.8 PROPOSALS PROPERTY OF DHCD

All proposals submitted in response to this Request for Applicants become the property of DHCD and may be appended to any formal documentation which would further define or expand the contractual relationship between DHCD and the successful Applicant(s).