



**Request for Proposals (RFP)
for
Project Based Voucher Program**

Proposals Due: February 8, 2019 at 3:00 PM



**REQUEST FOR
PROPOSALS
PROJECT BASED VOUCHER PROGRAM**

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ATTACHMENTS

Non-Collusive Affidavit

SECTION 1 - GENERAL INFORMATION

Delta Housing Authority (DHA) is a provider of affordable housing in the County of Delta, Colorado. DHA is publishing this Request for Proposals (RFP) to provide interested parties with the opportunity to request up to five (5) Project Based Vouchers to support existing affordable housing. Evaluation and awards will be made to the proposer(s) who best meet the needs of DHA.

This RFP is being issued, as well any addenda, by DHA. The contact person for DHA is:

Ute Jantz, Executive Director, Delta Housing Authority
501 14th Street Delta, CO 81416
Phone: 970-874-7266 ext. 8
FAX: 970-874-8612
Email: director@deltahousingauthority.org.

Proposals may be submitted by mail or hand-delivered. Five (5) complete sets (including minimum of one original and marked "ORIGINAL") must be bound separately and submitted together. The instructions below provide guidance on what the proposals will contain and how it should be organized.

Proposals shall be delivered, assembled in the order described in this RFP, to the following:

Ute Jantz, Executive Director, Delta Housing Authority
501 14th Street Delta, CO 81416
Phone: 970-874-7266 ext. 8
FAX: 970-874-8612
Email: director@deltahousingauthority.org.

Proposals must be received by DHA *no later than 3:00 p.m.* (local time) on **February 8, 2019**. Late submittals will not be accepted.

- a. Facsimile copies or emails will not be accepted. All proposals will become the property of DHA upon submission.
- b. All proposals must be submitted in accordance with the conditions and instructions provided herein.
- c. All proposals must remain open for acceptance for 60 days from the due date.

SECTION 2 - PROJECT ELIGIBILITY

1. Must be targeted to Elderly (62 and Over) individuals in the Town of Paonia, Colorado.
2. Must assure long term viability of the county's rental housing availability.
3. Must be an existing rental housing site.

4. The site meets the Housing Quality Standards (HQS) site standards in 24 CFR 982.401 (1).
5. The site is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 and any other subsequent act outlining fair housing.
6. Must meet HUD regulations for site and neighborhood standards as described in 24 CFR 8.4 (b) (5).
7. PBV cannot start until all post-award conditions are met and an agreement to enter into Housing Assistance Payments (AHAP) contract is signed.
8. Must demonstrate site control.

SECTION 3 - PROPOSAL SUBMISSION REQUIREMENTS

The front cover of the proposal should bear the name and number of the RFP, date of submittal, Respondent's name(s), address, phone & fax numbers and email address(es).

Please submit the following:

1. Basic project information: name of applicant entity and main contact, including email address and contact information, and address of units to be project-based.
2. Project description, e.g., brief narrative of the proposed project, housing type, total number of units, bedroom sizes, amenities, etc.
3. Total number of PBV units requested and the proposed contract rents for each unit type and tenants' utility responsibilities.
4. Age, income, and rent payments of current tenants.
5. Documented need for PBV to support property operations, including ten-year projections of income and expenses, plans for recapitalization and refinance of the property (if any), and current and anticipated debt service obligations.

SECTION 4 – SCHEDULE

Schedule

January 16, 23, and 30, 2019 – RFP noticed in local paper

February 8, 2019 – Proposals Due

February 27, 2019 – Delta Housing Authority Board selection decision

SECTION 5 - PROPOSAL EVALUATION

DHA will use information submitted by the applicants to rate all proposals in the selection pool. Submissions will be evaluated on the following items:

1. Owner experience in providing affordable housing (20 points)
2. Management experience with Section 8 Vouchers (15 points)
3. Number of PBV's requested (15 points)
4. Property operating budget (10 points)
5. Ability to serve low and very low-income seniors (age 62 and older) (15 points)
6. Plans for refinance and capital improvements to maintain the property as affordable in the long term (15 points)
7. Property location that includes neighborhood characteristics and availability of services (10 points)

A maximum score of 100 points.

If the number of units in the competitive range is less than the maximum number of units advertised, or DHA deems that fewer units are needed for long term project financial feasibility, fewer units will be awarded. All proposals properly received will be evaluated by a DHA Evaluation Committee appointed by the Executive Director.

Withdrawal of Proposals: Proposals may be withdrawn by written notice or facsimile transmission received at any time prior to award and provided that withdrawal request has the signature of the authorized representative.

Award of Contract(s): Contract shall be awarded to the Respondent whose proposal receives the highest number of points in the evaluation (100 pts. Max.) The Respondent to whom award is made will be notified at the earliest practical date.

No Claim Against DHA: A Respondent shall not obtain, by submitting a proposal in response to this RFP, any claim against DHA or DHA's property by reason of all or any part of any of the following: any aspect of this RFP; the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter into any agreements; any statement, representations, acts or omissions of the DHA or any person or entity on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.

Respondent Responsibilities: Each Respondent is presumed by DHA to have thoroughly studied this RFP and is familiar with the contents, locations, nature of request, etc. covered by the RFP. Any failure to completely understand this RFP is the responsibility of the Respondent.

Release of Information: Information submitted in response to this RFP will not be released by DHA during the proposal evaluation process or prior to a contract award.

Proprietary Information: If a respondent does not desire certain proprietary information in their response disclosed, the respondent is required to identify all propriety information in the response, which identification shall be submitted concurrently with the response. If the respondent fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.

Indemnity: Respondent shall indemnify and defend DHA, its officers, officials, employees, volunteers, agents and assign and hold it harmless from and against any and all claims, demands, liability, damage, costs, expenses, awards, fines, judgements and attorney fees arising out of or in any way connected with the performance of this Contract. Indemnity shall apply to any acts, omissions, willful misconduct, or negligent conduct, whether active or passive, unless liability is caused solely by the negligent or willful misconduct of DHA. Contractor will, on request and at its own expense, defend any action, suit or proceeding arising hereunder and shall reimburse and pay DHA for any loss, cost, damage or expense, including attorney fees (including those of in-house counsel) suffered by it hereunder.

SECTION 6 - RIGHT TO PROTEST

Rights: Any prospective or actual proposer or contractor, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to serious violation of the DHA procurement policy.

1. **Definition:** An alleged aggrieved "protestant" is a prospective proposer or proposers who feels that he/she/they has been treated inequitably by DHA and wishes DHA to correct the alleged inequitable condition or situation.
2. **Eligibility:** To be eligible to file a protest with DHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a perspective proposer (i.e. recipient to the RFP documents) when the alleged situation occurred. DHA has no obligation to consider a protest filed by any party that does not meet these criteria.
3. **Procedure:** Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of DHA's procurement policy. Any protest against a DHA solicitation must be received before the due date for receipt of Proposals and any protest against the award of a contract must be received within ten (10) calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Contracting Officer or his/her designee for a written decision. The Contracting Officer or his/her designee will issue a written decision and findings to the Protester or Protesters within thirty (30) calendar days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within five (5) calendar days of receipt of the written decision. Appeals which are not timely filed will not be considered

and the decision becomes final. All appeals shall be appropriately marked and sent to the address as listed below:

APPEAL OF RFP
Delta Housing Authority
ATTN: Ute Jantz
501 14th Street
Delta CO 81416

SECTION 7 - DHA'S RESERVATION OF RIGHTS

1. DHA reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities or to terminate the RFP process at any time, if deemed by DHA to be in its best interests.
2. DHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to, incomplete proposal and/or proposals offering alternate or non-requested services. Respondents may be excluded from further considerations for failure to fully comply with the specifications of this RFP.
3. DHA reserves the right not to award a contract pursuant to this RFP.
4. DHA reserves the right to reject the proposal of any Respondents who have previously failed to perform properly or to complete on time, a contract of similar nature; or who is not in a position to perform the contract.
5. DHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful Respondent(s).
6. DHA shall have no obligation to compensate any Respondent for any costs incurred in responding to this RFP.

NON-COLLUSIVE AFFIDAVIT FORM

_____ being first duly sworn deposes and says:
(Printed Name)
That he/she is _____
(Title/Name of Company)

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

Dated this ___ day of _____, 20__

Signature of:

Bidder, if the bidder is an individual: _____

Partner, if the bidder is a partnership: _____

Officer, if the bidder is a corporation: _____

STATE OF _____)
)ss
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing documents are true and correct.

Subscribed and sworn to before me this ___ day of _____, 20__

Notary Public Signature

My commission expires: _____, 20__