



REQUEST FOR PROPOSALS

INDIVIDUAL OR ORGANIZATION TO COORDINATE
A COMPREHENSIVE, COMMUNITY-WIDE
WORKFORCE HOUSING PROGRAM
FOR
ARCHULETA COUNTY AND THE TOWN OF PAGOSA SPRINGS

Response Deadline: April 20, 2018 by 4:00 pm

A. PURPOSE

Archuleta County and the Town of Pagosa Springs are soliciting proposals from qualified firms, groups or individuals to coordinate the creation of a comprehensive, community-wide housing program, coordinate with development partners, serve as the central point of contact for housing policy and implementation for the community with the intent of acquiring, managing, developing and funding a variety of housing choices.

B. BACKGROUND

Archuleta County, a statutory county in Southwest Colorado, was founded in 1885. Today, it has a population of just under 13,000. The county seat and only incorporated municipality in Archuleta County is Pagosa Springs, with a population of approximately 1,800 people. Pagosa Springs is a home rule municipality with a seven member Town Council.

The County and Town enjoy year-round tourism, related to their world-class hot springs, skiing and other winter sports, fishing, biking and hiking in the summer and hunting in the fall.

In 2016, the Town and County identified three strategic priorities that were important enough that the two entities pledged to pursue them jointly. Workforce housing was one of those priorities. Since that time, a number of foundational efforts have been undertaken to facilitate both the understanding of the issue, and the development of next steps.

Steps taken to date include the following:

- Update of Housing Needs Study (2017) by Economic and Planning Systems (see attached)
- Creation of a Housing Advisory Committee, which has been meeting for six months
- Joint dedication of monetary resources by the Town and County
- Town and County policy recommendations to encourage development of workforce units; Town has implemented several policy changes recently to incentivize development of housing
- Participation by County and Town staff and elected officials at the Community Builders' Housing Institute Workshop (Fall, 2017) and development of an Action Plan (see attached)
- Discussions with community stakeholders (hospital, school district, large employers) about the problem of housing needs shortage

Upon receipt of the results of the 2017 Housing Needs Study, the anecdotal understanding of the problem became formalized. The report revealed that the Town and County were impacted by all of the common challenges that define a workforce housing crisis. The study revealed that we had a significant population that were overburdened by the amount of their household income they were dedicating to housing, and that our existing stock shows significant gaps in reasonably priced for sale housing, rental housing, and emergency housing — at a wide range of income levels.

While not specifically spelled out in the study, an assessment of local capacity dictates the need to seek additional expertise in the field of workforce housing development to accomplish the tasks as outlined in the Scope of Services.

Initial funding for 2018 will be provided jointly by Archuleta County and the Town of Pagosa Springs, with the understanding that the creation of an ongoing funding stream developed by the project recipient will be part of the comprehensive plan created. The County and Town, along with other stakeholders, may contribute funding for the program in 2019 and beyond, but this is not guaranteed. The successful proposer will be expected to leverage outside funding in order to receive matching local government and local stakeholder funds in the future.

For the remainder of 2018, and perhaps into 2019 and beyond, the Housing Advisory Committee (HAC) shall serve in an advisory capacity for the selected proposer. The HAC is comprised of elected officials and staff from the County and Town, community members, a representative from a lending institution and the Chamber of Commerce Director. The HAC will provide general direction and serve as a sounding board to the selected proposer until such time that a more permanent governance structure is developed.

C. SCOPE OF SERVICES

The successful proposer will be able to demonstrate how the firm or individual can provide the following services requested by the Town and County. These services may be provided directly by the firm or individual or through an identified partnership or sub-contract (these firms or individuals shall be identified up front and their information shall be part of the proposal submission).

- Coordinate and facilitate the acquisition and development of workforce housing units to be provided to individuals at various income levels (“workforce housing” includes units for very low income, low income, moderate income)
- Identification and preparation of potential sites for development of workforce housing
- Manage a portfolio of workforce housing units, as they develop
- Provide income qualification and verification, as they develop
- Ongoing monitoring of deed restricted properties, as they develop
- Build coalitions in the community to support and enhance workforce housing
- Make policy recommendations to local governments supported by best practices in workforce housing development and management
- Collaboration with local governments, employers, financing institutions, state and regional housing organizations, and other stakeholders
- Knowledge of workforce housing development practices, including funding mechanisms such as grants, CHFA, HUD, DOLA, private financing, etc.
- Serve as the key point person/team for local governments on housing policy
- Communicate to the community the importance of providing housing choices
- Develop a long-term funding plan to ensure long term, sustainable success of the workforce housing development program and the administration of the program
- Gather and analyze data on local housing needs and existing supply (this may include a survey)

D. COMPETENCIES, SKILLS AND EXPERTISE

It is the expectation of the evaluation committee that the successful proposer will bring a broad and diverse skill set to the table. The successful proposer will have competencies in most, if not all of the following areas:

Required Competencies

- **Funding** – An in depth knowledge of both State and Federal workforce housing funding mechanisms (CHFA, HUD, DOLA) with experience in acquiring the same and leveraging them in a rural environment. While workforce housing is considered a priority among the local governments, there is no desire to fully fund an ongoing workforce housing program out of the operational revenues of either the Town or the County. The selected individual or organization will be expected to develop/establish operational funding to help sustain the housing program or programs.
- **Development** – The selected individual or organization will be expected to work closely with representatives of both local governments, and with public and private housing entities in the immediate community, in the region and state. These collaborations will be critical in the support and creation of a varied selection of housing types. The ideal candidate will have a thorough understanding of tax credit developments, Public, Private, Partnerships (PPP), and publicly subsidized/supported housing.
- **Coalition/Consensus Building** – In concert with an in-depth knowledge of the technical aspects of the management of a successful workforce housing program, the ideal candidate will be able to build successful partnerships with existing local housing organizations, employers, housing developers, local governments, financing institutions, and other stakeholders. He/she will be able to communicate to the community the importance of workforce housing and build support for projects.
- **Management** – The selected individual will have knowledge and experience in managing workforce housing projects, including, but not limited to: income based qualifications, monitoring of deed restricted properties, and financial management and reporting of units to appropriate agencies.

Desired Skills and Qualifications

The ideal candidate or point person from an organization will be a skilled public speaker, negotiator, communicator and consensus builder. He/she will have a depth of knowledge regarding workforce housing development, including best practices. The candidate shall be a self-motivated individual with superior organizational skills. He/she will have a creative, “out of the box” approach to addressing workforce housing issues in rural communities.

E. PROJECT SCHEDULE

Request for Proposal Advertised:	March 30
Submissions Deadline:	April 20 at 4:00 pm
Review of Submissions:	April 20-April 27
In-Person Interviews:	April 30-May 4

Selection of Contractor/Contract Negotiation: by May 25

F. PROPOSAL SUBMITTAL

Electronic copies of the proposal must be received no later than April 20, 2018 at 4:00 pm. Proposals received after this time and date will not be considered. Proposals in PDF form must be emailed to each of the following:

- County Administrator, Bentley Henderson at bhenderson@archuletacounty.org
- Town Manager, Andrea Phillips, at aphillips@pagosasprings.co.gov

In addition, proposers shall mail or drop off ten (10) printed, color copies of the proposal to:

Bentley Henderson, County Administrator
Archuleta County
PO Box 1507 (if mailed)
398 Lewis Street (if dropped off)
Pagosa Springs, CO 81147

Please provide responses to the following headings in the order they are presented. Concise answers are desired and each response should adhere to a total document page limit of **15 pages**. Information presented in the exhibits will not be counted toward the page limit. The detailed requirements for each of the above-mentioned sections are outlined below:

- 1. Cover Letter/Executive Summary**
- 2. Company or Individual Overview, Experience and Staffing (as needed).** If there are any partner organizations or subcontractors who will provide some of the scope of services, include information about the firm(s), individuals who will provide services and a description of what they will do. Include resumes and a minimum of three professional references for the applicant and any partner agencies and subcontractors.
- 3. Scope of Services:** Provide a detailed description of how the firm or individual will address each of the items within the Scope of Services.
- 4. Skills, Qualifications and Required Competencies.** Provide a description of how the firm or individual meets each of these items.
- 5. Examples of Past Successes:** Provide examples of successful projects based on the items listed in the Scope of Services.
- 6. Compensation:** Please provide your intended compensation requirements as they relate to the Scope of Services. Include a breakdown for each individual (main and subcontractor or partner) of the following: hourly rate(s), number of hours per week and/or month he/she will work and if it will be local or remotely, and any additional costs required to perform the scope of services in this proposal (e.g. travel costs, office supplies, technology, etc).

7. **Description of Work Plan.** Please spell out in as much detail as possible how you would develop and implement a successful housing program in Archuleta County and Pagosa Springs. Include milestones, as appropriate. Include information on the approach to develop a long-term fundraising plan to sustain the workforce housing development program into the future.

All submissions should be directed toward the **Housing Advisory Committee**. The review committee reserves the right to reject any and all Submissions, in part or in whole, and to deem “qualified” the most responsive and responsible individual or organization as deemed in the best interests of the Town and County; further, the right is reserved to waive any formalities or informalities associated with this process. The Committee further reserves the right to, AT ITS SOLE DISCRETION, select the proposal that the Committee deems to best meet the needs of the Town and County with the recognition that all factors will be taken into account, and price may not be the primary determinant in that decision.

All Proposals and copies thereof are to be prepared and submitted at the submitter’s expense, and upon submittal to the Committee, will become a County record and **therefore a public record**.

Any costs incurred by the Respondent in the preparation of any information or material submitted in response to this RFP shall be borne solely by the respondents.

G. EVALUATION CRITERIA

In addition to the compensation structure and amount proposed, proposals will be evaluated based on the following criteria:

Prior experience and knowledge of development of workforce housing units and demonstrated understanding of funding mechanisms for workforce housing	40%
Long term funding and sustainability plan for the housing program	20%
Experience in workforce housing management	20%
<ul style="list-style-type: none"> • Income qualifications • Ongoing monitoring of deed restricted properties • Property management • Bookkeeping and reporting 	
Creative approach and knowledge of workforce housing policy and best practices and trends	10%
Demonstrated ability to build coalitions, organize teams and collaborate with stakeholders for successful housing outcomes	10%

H. QUESTIONS CONCERNING THIS RFP

Any requests for clarification or additional information deemed necessary by any Respondent to submit a proposal shall be submitted by email to the County Administrator, Bentley Henderson at bhenderson@archuletacounty.org

Archuleta County and the Town of Pagosa Springs are public entities. Nothing in this document waives the Colorado Governmental Immunity Act. All funding obligations beyond the current fiscal year are subject to the funds being budgeted and appropriated.

I. GENERAL TERMS AND CONDITIONS

“General Terms and Conditions” are attached as Exhibit A.

EXHIBIT A: GENERAL TERMS AND CONDITIONS

Article 1 General

- 1.1 Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by Archuleta County, shall constitute a contract equally binding between the County and Respondent. No different or additional terms shall become a part of this Contract with the exception of an Amendment, executed by both parties.
- 1.2 Offer/Acceptance of RFP Terms:** If the Respondents proposal is accepted, then a purchase order will be issued by the County to the Respondent. This purchase order is an ACCEPTANCE of the Respondents OFFER TO SELL in accordance with the terms and conditions of the RFP, as stated in your proposal. If no proposal is referenced, the purchase order is an OFFER TO BUY, subject to the Respondents acceptance, which must be demonstrated by either your performance of the purchase order or by a formal acknowledgement in writing. Any COUNTER-OFFER TO BUY is automatically construed as a CANCELLATION of the purchase order unless a change order is issued accepting a counter-offer. In the event Respondent's form(s), or part(s) of forms are included in, or as an attachment to, any bid, proposal, offer, acknowledgement, or otherwise, Respondent agrees that, in the event of inconsistencies or contradictions, the terms and conditions of this solicitation document shall supersede and control over those contained in the Respondent's form(s) regardless of any statement to the contrary in the Respondent's form(s). Unless the County purchasing agent specifically agrees in writing through overt reference or other express written indication of assent, terms and conditions on Respondent forms regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability shall be of no effect.
- 1.3 Amendment/Changes:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Request for Proposal, submitted documents and written amendments properly accepted, which constitute the contract. Nothing in the contract may be added to, modified, superseded or otherwise altered except in writing and signed by an authorized representative of the County and acknowledged by the Respondent. Each shipment received or service performed shall be only upon the terms contained in the contract, notwithstanding any terms that may be contained in any invoice or other act of the Respondent other than acknowledgement of a written change order to the purchase order. The Respondent agrees to furnish the products and/or services in strict accordance with the specifications and at the price set forth for each item.
- 1.4 Assignment:** The Respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the County.
- 1.5 County's Project Manager:** The Project Manager, on behalf of the County, shall render decisions in a timely manner pertaining to the work proposed or performed by the Respondent. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Work.

For this request, the County Project Manager is: **Bentley Henderson**

1.6 Independent Contractor: The Respondent shall be legally considered an Independent Contractor and neither the Respondent nor its employees shall, under any circumstances, be considered servants or agents of Archuleta County. The County shall be at no time legally responsible for any negligence or other wrongdoing by the Respondent, its servants, or agents. The County shall not withhold from the contract payments to the Respondent any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Respondent. Further, the County shall not provide to the Respondent any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.

1.7 Ownership: All plans, prints, designs, concepts, etc., shall become the property of Archuleta County.

1.8 Warranties: All provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made a part of these Terms and Conditions and are in addition to any warranties stipulated in the specifications.

1.9 Venue: Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the State of Colorado, and any action brought to enforce any provisions shall be maintained in Archuleta County, Colorado. The prevailing party in any action to enforce the terms and conditions of this Agreement shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, reasonable attorney's fees.

Article 2 Interpretation

2.1 Failure to Enforce: Failure by the County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the County to enforce any provision at any time in accordance with its terms.

2.2 Nonconforming Terms and Conditions: A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as *non-responsive*. Archuleta County reserves the right to permit the Respondent to withdraw nonconforming terms and conditions from its proposal prior to a determination by the County of non-responsiveness based on the submission of nonconforming terms and conditions.

Article 3 Confidentiality

3.1 Confidentiality: All information disclosed by the County to the Respondent for the purpose of the work to be done or information that comes to the attention of the Respondent during the course of performing such work is to be kept strictly confidential.

Article 4 Information

4.1 Basic Qualifications: In order to do business with the County, a Respondent must be able to demonstrate that it has:

- The appropriate financial, insurance, material, licensing, certifications, equipment, facility and personnel resources, experience and expertise, or the ability to obtain them, necessary to indicate the capability to meet all contractual requirements;
- A satisfactory record of performance and integrity;
- No unresolved negative issues with the Better Business Bureau;
- The legal capacity to contract with the County;
- Has already supplied, or upon request does supply, all necessary information needed to establish the above qualifications.

The County reserves the right to inspect the plant, place of business or worksite of the Respondent. The Respondent will supply an IRS W-9 (Taxpayer Identification Number and Certification) with their proposal. The unreasonable failure of a Respondent to promptly supply information in connection with an inquiry regarding basic qualifications may be grounds for a determination of non-responsibility. If a Respondent who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the County and the non-responsible Respondent will be ineligible for the award.

Article 5 Liability

5.1 Force Majeure: The Respondent shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Respondent, unless otherwise specified in the contract.

5.2 Indemnification: Respondent shall defend, indemnify and save harmless Archuleta County, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Respondent, or of any Respondent's agent, employee, sub-Contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Respondent shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages.

5.3 Patents/Copyrights: The Respondent agrees to protect Archuleta County from any claims involving infringements of patents and/or copyrights. In no event shall the County be liable to a Respondent for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.

5.4 Remedies: The Respondent and County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

Article 6 Government Requirements

6.1 Conflict of Interest: No public official and/or County employee shall have interest in any contract resulting from this RFP.

6.2 Ethics: The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the County.

6.3 Illegal Aliens: The Respondent certifies that the Respondent shall comply with the provisions of CRS 8-17.5-101, et seq. The Respondent shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a sub-Contractor that knowingly employs or contracts with an illegal alien to perform work under this contract, The Respondent represents, warrants and agrees that it (i) has verified that it does not employ any illegal aliens through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and the Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-102(b)(I), The Respondent shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Respondent fails to comply with any requirement of this provision or CRS 8-17.5-101, et seq., the County may terminate this contract for breach of contract, and the Respondent shall be liable for actual and consequential damages to the County. If the Respondent obtains actual knowledge that a sub-Contractor performing work under this contract knowingly employs or contracts with an illegal alien, the Respondent shall: Notify the sub-Contractor and the County within three (3) days that the Respondent has actual knowledge that the sub-Contractor is employing or contracting with an illegal alien; and Terminate the subcontract with the sub-Contractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) above, the sub-Contractor does not stop employing or contracting with the illegal alien, unless the sub-Contractor provides information to establish that the sub-Contractor has not knowingly employed or contracted with an illegal alien.

6.4 Employment Discrimination: During the performance of any services per agreement with the County, the Respondent, by submitting a Proposal, agrees to the following conditions:

- The Respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Respondent. The Respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Respondent, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, shall state that such Respondent 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.

6.5 Campaign and Political Finance: Sole Source: Colorado Constitution, Article XXVIII, Sections 2,13,15,16 and 17. The purchase described in this contract may be subject to the provisions of the aforementioned constitutional article and the following:

- This provision applies only to sole source government contracts and does not apply to any contract which used a public and competitive bidding process in which the County solicited at least three bids prior to awarding the contract, such as solicitations made through an electronic solicitation notification system. Respondent certifies, warrants, and agrees that it has complied and will comply with Colorado Constitution Article XXVIII, including but not necessarily limited to the following prohibitions and obligations:

- If during the term of the contract, Respondent holds sole source government contracts with the State of Colorado and any of its political subdivisions cumulatively totaling more than \$100,000 in a calendar year, then for the duration of this contract and for two years after, Respondent will not make, cause to be made, or induce by any means a contribution, directly or indirectly, on behalf of Respondent or Respondents immediate family member(s) for the benefit of any political party or for the benefit of any candidate for any elected office of the State or any of its political subdivisions; and
- Respondent represents that Respondent has not previously made or caused to be made, and will not in the future make or cause to be made, any contribution intended to promote or influence the result of a ballot issue election related to the subject matter of this contract; and
- Respondent will satisfy Respondents obligations to promptly report to the Colorado Department of Personnel & Administration information included in the Government Contract Summary and the Contract Holder Information, regarding this contract and any other sole source government contracts to which Respondent is a party; and
- Respondent understands that any breach of this section or of Respondents responsibilities under Colorado Constitution Article XXVIII may result in either contractual or constitutionally mandated penalties and remedies; and
- A Respondent that intentionally violates Colorado Constitution Article XXVIII, Section 15 or 17(2), shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions for three years; and
- By performing pursuant to the contract, Respondent hereby affirms it is qualified and eligible under such provisions to enter into this contract.

Article 7 Termination

7.1 Contract Termination: The County may terminate the performance of Work under the Contract Documents without cause and in the County's sole and absolute discretion. Such termination may be in whole, or from time to time in part. Any such termination shall be effected by delivery of a written Notice of Termination to the Respondent, specifying the extent to which performance of Work under the Contract is terminated and the date upon which termination becomes effective.

7.2 Termination for Cause: If Respondent fails to timely deliver the product or to perform any of the service(s) contained in this Contract at the time specified herein or otherwise defaults in the performance of any of its obligations hereunder and the default continues for ten (10) calendar days, or if Respondent becomes insolvent, a trustee or receiver of Respondents business or assets is appointed, Respondent makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against Respondent, then in any such event, the County, at its sole and ultimate discretion, may cancel this Contract in whole or in part and any other agreement, order, confirmation, or terms of sale between the parties, by written notice to Respondent. The County

shall have no liability or obligation whatsoever to Respondent by reason of or resulting from such cancellation. In addition to any other remedies available, the County may purchase similar product(s) or service(s) elsewhere in such manner as the County may deem appropriate. Respondent is liable to the County for any excess costs in procuring and purchasing the similar product(s) and/or service(s), plus any and all incidental and or consequential damages.

Article 8 Performance

- 8.1 Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 8.2 Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the County may have.
- 8.3 Inspection and Acceptance:** Final acceptance is dependent upon completion of all applicable inspection procedures. Should the products or services fail to meet any inspection requirements the County may exercise all of its rights, including those provided in the Uniform Commercial Code. In the case of services, the County reserves the right to inspect services provided under this contract at all reasonable times and places. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to the contract requirements, the County may require the Contractor to perform the services again in conformity with the contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the County may (1) require the Contractor to take necessary action to ensure that the future performance conforms to the contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the County in the termination provisions of the contract, or other remedies available at law.
- 8.4 Quality:** The County will be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and of the manufacturer's current model, unless otherwise specified.