

# REQUEST FOR PROPOSALS

(RFP No. RFP - 02 - 2019)

## PROPERTY PHYSICAL CONDITIONS AND NEEDS ASSESSMENT SERVICES

**Issuance Date: May 6, 2019**

### Submission Deadline

**June 7, 2019 at 12:00 p.m. Eastern Standard Time (EST)**

**(See Section 8 for details)**

### Questions Deadline

**May 30, 2019 at 4:00 p.m. EPT**

**ALL QUESTIONS MUST BE SUBMITTED IN WRITING TO**

**[jhalicki@yorkhousing.org](mailto:jhalicki@yorkhousing.org)**

**(See Section 11 for details)**

**Issued by:**

**Jay Halicki, Director of Capital Improvements**

**Regina Mitchell, Executive Director**

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## **1. INTRODUCTION**

In connection with the management and expansion of its current portfolio of public housing, mixed-income and mixed-finance rental housing, it is the intent of the York Housing Authority (the “Authority”) to enter into an agreement with a qualified and experienced contractor (the “Contractor”) to provide property physical conditions and needs assessment services as set forth in this Request for Proposals (this “RFP”).

## **2. AUTHORITY BACKGROUND**

. The Housing Authority of the City of York (hereinafter, “the Agency”) is a public entity that was formed in 1949 to provide federally subsidized housing and housing assistance to low-income families, within the City of York & York County. The Agency is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. Though brought into existence by a Resolution of the City of York, it is a separate entity from the City.

Currently, the Agency owns and/or manages: (a) 9 developments totaling 1041 units of HUD Public Housing; (b) 1548 housing choice vouchers (c) 45 Mod Rehab, (d) 45 Single Room Occupancy (e) 20 Shelter Plus Care (f) 23 Turnkey Units (g) 145 Tax Credit properties. The Agency currently has approximately 60 employees.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed, and insured entities to provide the above noted services to the Agency. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety

## **3. CONTRACT PERIOD**

The contract period shall be for one year after approval and proper execution of the contract documents, with a renewal option for three (3) additional years in one-year increments, exercisable at the sole discretion of the Authority.

## **4. CONTRACTOR’S QUALIFICATIONS AND ELIGIBILITY**

4.1 The Contractor must be a corporation or company that is validly existing and permitted to do business in Commonwealth of Pennsylvania.

- 4.2 The Contractor must possess all necessary licensing under Pennsylvania law to provide the services specified in this RFP.
- 4.3 The Contractor must clear the federal debarment list under the U.S. System for Award Management (SAM). Federal debarment is checked for both the company and principal(s) of the company. More information is available at <https://www.sam.gov/portal/public/SAM/>.
- 4.4 The Contractor must have a proven record of providing the services required. The Commission reserves the right to perform investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the services.

## **5. SCOPE OF SERVICES**

On an as-requested basis, the Contractor will provide physical conditions and needs assessments and accompanying written reports (“PCNAs”) for the Authority. Such PCNAs will be required for varying purposes (e.g., review of existing properties, potential acquisitions) and for varying types of properties (e.g., multifamily, scattered-site). Types of PCNAs that will be required may include but shall not be limited to:

- 5.1 Standardized reports including ASTM E2018, HUD 221(d)(4), conventional lender-compliant, HUD GPNA, green capital assessment, energy audit; and
- 5.2 General, customized, reports that may include reviews of some or all of the following:
  - 5.2.1 HVAC Systems
  - 5.2.2 Elevators
  - 5.2.3 Plumbing
  - 5.2.4 Data and Telephone
  - 5.2.5 Boilers
  - 5.2.6 Electrical
  - 5.2.7 Fire Suppression Systems
  - 5.2.8 Foundation
  - 5.2.9 Structure
  - 5.2.10 Roofing

- 5.2.11 Interior Finishes
- 5.2.12 Building Envelopes
- 5.2.13 Pavement
- 5.2.14 Drainage
- 5.2.15 Signage
- 5.2.16 Lighting
- 5.2.17 ADA Access

To ensure that PCNAs prepared by the Contractor satisfy its needs, the Authority may adjust the protocols for any PCNA performed by the Contractor (e.g., increase sample size of units).

The Contractor will also provide any additional services that are incidental or related to the foregoing.

## **6. HOLD HARMLESS/INDEMNIFICATION**

- 6.1 The Contractor shall indemnify and hold the Authority and the City of York, PA harmless from and against any and all liability and expenses, including attorney's fees, howsoever arising or incurred, arising out of or attributable to the Contractor's performance of services specified herein, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the Authority, its employees, agents and officials.
- 6.2 Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the Commission; and the Contractor will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

## **7. INSURANCE REQUIREMENTS**

- 7.1 The Contractor shall purchase and maintain, during the term of the contract, including any extensions thereof, such policies of insurance acceptable to the Authority as will protect the Contractor and the Authority from claims or losses, regardless of whether such claims or losses result from the Contractor's actions or omissions or those of a subcontractor or those of anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The following coverages are mandatory but may not be all-inclusive, based on the parameters of the proposal:
  - 7.1.1 Commercial General Liability Insurance: Combined Single Liability limits of \$1,000,000 per occurrence, naming "Housing

Authority of the City of York, PA, their elected and appointed officials, officers, employees, and authorized volunteers” as additional insureds.

- 7.1.2 Worker's Compensation Insurance: Statutory coverage for Pennsylvania jurisdiction, including Employer’s Liability coverage, with a limit of at least \$100,000.
- 7.1.3 Automobile Liability Insurance: Combined single limits of liability of at least \$1,000,000 per occurrence.
- 7.2 All policies of insurance shall be underwritten by companies licensed to do business in the Commonwealth of Pennsylvania.
- 7.3 The Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the written approval of the Authority. Contractor shall indemnify the Authority for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- 7.4 The Contractor shall not commence work under the contract until the Authority receives evidence of all required coverage. Further, the Contractor shall not reduce, cancel, or change any of the required coverages without 60 days’ notice of such change to the Authority.
- 7.5 The Contractor will not hold the Authority or the City of York liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.
- 7.6 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.
- 7.7 Failure to provide and continue enforce such insurance as required above shall be deemed a material breach of the contract for which the Authority may terminate the contract.

## 8. SUBMISSION OF DOCUMENTS

An incomplete response to this RFP may be cause for rejection. To be considered complete, a response to this RFP must include all of the items listed below (Documents A, B, and C are attached hereto):

- 8.1 Completed and executed **Document A** (Proposal Cover Page);
- 8.2 Responses to the items listed in **Document B** (Required Proposal Components);
- 8.3 Completed and executed **Document C** (Affidavit).

The awarded proposer must submit one (1) electronic copy of their proposal. Proposers must comply with each of the following submission guidelines:

- 8.4 The electronic copy of the proposal must be in Adobe PDF format. **NOTE: An e-mail with an attachment that exceeds 35 megabytes (MB) will be rejected by the server. If necessary, the electronic copy may be broken into clearly labeled parts (i.e., 1 of 3, 2 of 3, and 3 of 3, etc.) and sent over multiple e-mails.**
- 8.5 Proposals must be received by the Authority no later than **12:00 p.m. EST on June 7, 2019.**

Timely proposals become the property of the Authority. Late submissions or incomplete submissions will not be considered.

A submission in response to this RFP shall be considered as a representation that the proposer:

- 8.6 Has carefully reviewed the terms and conditions of this RFP;
- 8.7 Has carefully investigated all conditions which affect or may, at some future date, affect the performance of the services covered by the proposal;
- 8.8 Is familiar with the entire area to be serviced as described in the specifications;
- 8.9 Has carefully reviewed all contract documents;
- 8.10 Is fully informed concerning the conditions to be encountered, character,

quality and quantity of work to be performed and materials to be furnished;

- 8.11 Is familiar with all applicable federal, state and county laws, codes, and ordinances that in any way affect the prosecution of the work or persons engaged or employed in the work specified herein;
- 8.12 Agrees that the Authority may copy the proposal to facilitate evaluation and/or responding to requests for public records; and
- 8.13 Warrants that any copying of the proposal by the Authority will not violate the rights of any third party.

Proposers may submit a certification of status as a minority-owned business enterprise, women-owned business enterprise, disabled-owned business enterprise, or a HUD-defined Section 3 business concern. Such certifications shall be considered by the Authority in a manner consistent with its Procurement Policy. The Authority accepts certifications from the Commonwealth of Pennsylvania, York County Government, or neighboring state government.

## **9. EVALUATION OF PROPOSALS**

The Authority intends to make award to the responsible proposer whose proposal represents the best overall value to the Commission. Proposals will be evaluated based on the following criteria:

- 9.1 Qualifications, experience, education and technical competence of the firm and its personnel in providing similar services for entities similar to the Commission;
- 9.2 Completeness of the proposal; and
- 9.3 Price Proposal.

The Authority may enter into negotiations and interviews with proposers and invite best and final proposals as deemed to be in the best interest of the Authority. Negotiations and interviews may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the Authority's sole discretion. Proposers, however, are strongly advised not to prepare their proposals based on any assumption or understanding that negotiations or interviews will take place. Proposers are advised to respond to this RFP fully and with forthrightness at the time of submission.

Following submission, proposers are strongly cautioned not to contact elected officials or members of the evaluation committee regarding the selection process.

Inappropriate efforts to lobby or influence individuals involved in the selection process may result in dismissal from further consideration, at the Authority's sole discretion.

The Authority reserves the right, in its sole discretion, to: (1) reject all proposals; (2) select a winning proposal and, if terms cannot be agreed to, select another proposal (this process may be repeated); or (3) proceed in any manner that is advantageous to the Commission.

## **10. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT**

Timely proposals become the property of the Authority. A proposal will be open to the public under the Freedom of Information Act

Proposers may request that the Authority treat certain information contained in their proposals as exempt from disclosure. To receive such treatment, the proposer must show the specific grounds in the FIA or other applicable law or rule that support exempt treatment and must submit an additional copy of the proposal with the exempt information deleted. The additional copy must provide the general nature of the material removed and shall retain as much of the original proposal as possible.

A proposer shall be responsible for any costs or damages associated with defending the proposer's request for exempt treatment.

The other provisions of this Section notwithstanding, the Authority shall retain the ultimate discretion to determine whether any part of any proposal should be disclosed.

## **11. QUESTIONS**

Questions concerning this RFP must be made in writing and e-mailed to [jhalicki@yorkhousing.org](mailto:jhalicki@yorkhousing.org). Questions must be received no later than **4:00 p.m. EST on May 30, 2019**. Answers to questions and any addenda/amendments to the RFP will be posted by May 10, 2019 on the Authority's website at: [www.yorkhousingauthority.com](http://www.yorkhousingauthority.com).

**DOCUMENT A**

**PROPOSAL COVER PAGE**

TITLE: Property Physical Conditions and Needs Assessment Services (HCHC RFP No. 01-01-2019)

TO: York Housing Authority  
31 South Broad St.  
York, PA 17403

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip Code)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

PA Dept. of Assessments and Taxation ID No.: \_\_\_\_\_

**Request for Confidential Treatment (check one):**

- We are not requesting confidential treatment for this proposal.
- We are requesting confidential treatment for portions of this proposal. We have supplied, as an attachment to this proposal, a list of the provisions identified by section number for which we seek confidential treatment along with the statutory basis under Maryland law for exempting that information from public disclosure. We have supplied an additional copy of the proposal with confidential information deleted. In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to indemnify and hold the Authority harmless for any costs or damages arising out of the Authority agreeing to withhold the materials based on our request. Our stated bases for confidential treatment notwithstanding, we understand that the Authority shall have the ultimate discretion to determine whether the information provided in our proposal should be disclosed in accordance with applicable law. We agree that the Authority may deem our request for confidential treatment to be invalid if we fail to include in this submission all information and documentation required by this paragraph.

The undersigned affirms that all statements in this submission are true and accurate to the best of the knowledge and belief of the undersigned:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

## DOCUMENT B

### REQUIRED PROPOSAL CONTENT

TITLE: Property Physical Conditions and Needs Assessment Services (HCHC RFP No. 01-01-2019)

The Proposal must address each of the following items:

1. **Cover Letter**. Provide a cover letter that summarizes the proposer's interest in the project, a brief description of qualifications, statement of understanding of the services solicited by this RFP, and identification of a primary contact person.
2. **Table of Contents**. The proposal must include a table of contents.
3. **Description of Proposer**. Provide a concise description of the proposer and the resumes and relevant certifications of all key personnel involved in performing the services solicited by this RFP.
4. **Statement of Qualifications**. Explain the knowledge and experience that qualifies the proposer's firm and personnel to perform the services solicited by this RFP.
5. **References**. List clients for whom the proposer and the key personnel have rendered services similar to those solicited by this RFP within the past three (3) years. Each listed client must be accompanied by each of the following:
  - a. Narrative of services and key participants;
  - b. Date contract commencement and termination (if applicable);
  - c. Fees charged; and
  - d. Client contact information.
6. **EBO Information**. Confirm whether the Proposer is a minority-owned business enterprise, women-owned business enterprise, disabled-owned business enterprise, or a HUD-defined Section 3 business concern and, if applicable, provide a copy of valid certification.
7. **Fee Proposal**. Provide (a) a proposed **schedule of fees** for the various forms of standardized PCNAs listed in Section 5 of this RFP; (b) a proposed **schedule of hourly fees** for any miscellaneous and related services.

Tax-Exemption. - The York Housing Authority is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The Authority's Tax Exemption number is 23-6004976.

**DOCUMENT C**

**AFFIDAVIT**

TITLE: Property Physical Conditions and Needs Assessment Services (HCHC RFP No. 01-01-2019)

Contractor \_\_\_\_\_

Address \_\_\_\_\_

I, \_\_\_\_\_, the undersigned \_\_\_\_\_, of the above named  
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that I hold the  
aforementioned office in the above named Contractor and I affirm the following:

**AFFIDAVIT I**

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

**AFFIDAVIT II**

No officer or employee of York Housing Authority, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the Authority, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the City of York, York County, PA or Authority received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the Authority in connection with this contract, job, work, or service for the Authority, excepting, however, the receipt of dividends on corporation stock.

**AFFIDAVIT III**

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with York County or the City of York, PA have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts or omissions committed after July 1, 1977.

**AFFIDAVIT IV**

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with York County or the City of York, PA have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices .

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE