



REQUEST FOR PROPOSALS
Housing Quality Standards (HQS) Inspections
Scott County CDA
8-2019

- Date Issued: November 18, 2019
- Closing Date: December 18, 2019 @ 4:00 P.M.
- Submittal: Send one original copy as addressed below:
"Housing Quality Standards (HQS) Inspections – 8-2019
DO NOT OPEN".
- Issued by: Scott County Community Development Agency (CDA)
323 S Naumkeag Street
Shakopee MN 55379
- Purpose: The Scott County Community Development Agency is requesting qualifications from interested parties to provide inspection services for Section 8 participants residing in CDA owned housing units within the county.
- Project Term of Contract: One (1) year with the option to extend the contract for two additional one year terms.
- Contact Person: Kim Meierbachtol, Lead Housing Specialist, 952-402-9022 ext. 213, kmeierbachtol@scottcda.org

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A. GENERAL INFORMATION

I. INTRODUCTION

The Scott County Community Development Agency (CDA) is a local government agency whose mission is to invest in possibilities to live and work in Scott County and support a strong Scott County by pursuing opportunities for economic growth, developing pathways for residents to have homes they can afford, and co-operating with communities to design achievable goals that support all people's lives. The CDA administers a number of different programs including the Housing Choice Voucher (Section 8) Rental Assistance Program.

As an administrator of the Housing Choice Voucher program, the CDA must ensure compliance with HUD's Housing Quality Standards and other related standards to show that housing units are decent, safe, and sanitary.

The CDA administers the Housing Choice Voucher Program pursuant to CFR 24 982. An important element of the program regulations is to ensure every subsidized unit meets Housing Quality Standards. The majority of participants locate rental units in the private market, however; units owned by the CDA that administer the Section 8 Program must be inspected for HQS compliance by an independent entity.

The Scott County CDA, hereinafter referred to as the "Agency", is seeking a qualified person or entity, hereinafter referred to as the "Respondent," to provide inspection services for Housing Choice Voucher participants residing in Agency owned housing units throughout the county.

II OVERVIEW

The CDA has 106 units that are currently under 2 different Project Based Voucher Contracts. The units are located in apartment buildings, townhomes, single family homes and are two, three, four or five bedroom units. The units range on styles including duplexes and triplexes.

The CDA also has eight senior housing developments, two Rural Development Apartment buildings and nine townhome units that accept Housing Choice Voucher assistance. The number of households receiving assistance within these developments varies but there are currently fifteen households.

There are approximately 120 inspections required for CDA owned units each year. The majority are concentrated in the areas of Prior Lake, Savage and Shakopee.

You will also inspect approximately inspect an additional 40 – 50 HCV units for our S8 – SEMAP (Section Eight Management Assessment Program).

The Agency is located at 323 S Naumkeag Street, Shakopee, Minnesota. Workload requirements must be obtained from the Agency and submitted to the Agency upon completion of the inspection.

III . SCOPE OF SERVICES

It is the Agency's intent to enter into a contract for HQS inspection services. These services will include, but are not limited to, the following:

- Conduct HQS Inspections in accordance with HUD's Housing Quality Standards (24 CFR 982.401) and Agency policy. This comprises of initial (move-in) inspections, routine annual inspections, emergency inspections, tenant complaint inspections, quality housing inspections, and follow-up inspections for units found initially to be non-compliant.
 - Initial inspections are to be completed within 10 calendar days of notification for all moves or change of units. In the 106 project based units there were 18 moves in 2015 and 23 moves in 2016.
 - Annual inspections shall be completed within 364 days of the last annual inspection conducted.
 - Emergency inspections are to be conducted within 24 hours of receipt
 - Complaint inspections are to be conducted within 2 days.
 - Follow up inspections for units found initially to be non-compliant are scheduled for re-inspection within 14 days from the date of first inspection.
 - Conduct inspection using Respondent's iPad or other compatible device to synchronize with the CDA's Lindsey Software System
- Provide the Agency with inspection results.
- Retrieve and submit work assignments on a weekly basis.
- Comply with Minnesota data practices and federal privacy laws.

IV. CONDITIONS

The Agency will not pay any cost incurred in the preparation or submission of any proposal.

The Respondent shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. Respondents are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the services.

V. LAWS AND REGULATIONS

Respondent will indemnify and hold harmless the Agency and its representatives from all claims, loss, damage, actions, causes of action and/or expenses resulting from, brought for, or on account of any personal injury or property damage that is attributable to any work performed under or related to this contract, resulting from the negligent acts or omissions of the Respondent.

Prospective Respondents are hereby notified that all information submitted as part of, or in support of, an RFP submission will be available for public inspection in compliance with federal and state laws.

VI. STATEMENT OF LIABILITY

The Respondent shall be responsible for all losses, damages or injuries that occur as a result of its fault or negligence.

B. PROPOSAL CRITERIA

I. QUALIFICATION OF RESPONDENT

Proposals shall be considered only from responsible organizations or individuals now or previously engaged in the performance of housing inspections. Each Respondent is requested to furnish information on competency in performing comparable services.

II. SUBMITTAL REQUIREMENTS

A) BACKGROUND & EXPERIENCE

1. Provide employment history for past five (5) years. If applicable, include information about any employment or experience with housing inspections, and specifically HQS inspections.
2. Consent to a full background screening, to include a criminal background check and verification of credentials.
3. HQS proof of certification.

B) STATEMENT OF WORK

1. Provide a fee proposal based on a per unit basis. (Attachment A). This proposed fee should include the several types of inspections referenced here-in, including re-inspections of non-compliant units, mileage, etc. (this fee should not include clerical time or materials).
2. Provide a detailed description, using a narrative format to explain how the scope of work will be carried out.
3. Additional information is not required at this time but the Respondent may submit additional information they feel is relevant to this proposal.

All proposals shall be subject to all requirements of the specifications. The Agency reserves the right to reject any proposals in which the information requested is not furnished or where indirect or incomplete information, answers, or materials are provided.

III. PROPOSAL EVALUATION

All proposals will be evaluated by the Agency. Proposals will be evaluated on the basis of the following criteria:

- Qualifications conducting housing inspections, length of time in business, qualifications of personnel conducting the inspections and any other pertinent experience that supports qualifications of your company, including staffing required to fill the needs of this proposal - **30 points**

- Experience completing Housing Quality Standards Inspections - **40 points**
- Cost of services - include a breakdown of the cost, per inspection, of each annual inspection, initial inspection, re-inspection, special inspection and no-show on Attachment A located at the end of this proposal. **Attachment A must be filled out completely in order for your proposal to be considered - 30 points**

IV. SCHEDULE OF EVENTS

The anticipated schedule for the RFP and contract approval is as follows:

1. Deadline for receipt of RFP response by 4 p.m. 12/18/2019 (one hardcopy as indicated on page 1)
2. Final selection 12/31/2019
3. Contract start date - Negotiable

V. EQUAL OPPORTUNITY EMPLOYMENT

Respondents agree that there will not be discrimination as to race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, marital status, creed, or public assistance status in regard to obligations, work and services performed under the terms of any contract ensuing from this RFP.

VI. AGENCY OPTIONS

The Agency may, at its sole and absolute discretion, reject any and all proposals, re-advertise this RFP; or waive any irregularities in this RFP or in the proposals received as a result of this RFP. Also, the determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the Agency. In no event shall any challenger or protestor of these determinations or decisions be awarded a contract for the inspection services described in this RFP.

V. INSURANCE

Respondent shall maintain insurance with limits no less than:

- Comprehensive General Liability Insurance: \$1,000,000 combined single limit (CSL)
- Automobile Liability Insurance: including owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident
- Professional Liability Insurance (when required) in the minimum amount of \$1,000,000 combined single limit (CSL)
- Excess Umbrella Liability Policy in the amount of \$1,000,000 will be additionally required if any of the above policies have lower limits than stated.
- Worker's Compensation Insurance per Minnesota Statutes

Attachment A

Cost of Services

Proposed Costs

The undersigned offers and agrees, if this proposal is accepted within thirty calendar days, to the following unit pricing:

DESCRIPTION	COST PER INSPECTION
Annual Inspection	\$
Initial (Move-in inspection)	\$
Re-inspection	\$
Special Inspections	\$
No Shows	\$

Comments:

Submitted by:

Print Business name

Print Name

Business Address

Sign Name & Date

Email Address

Cell Phone Number



CONTRACTOR COMPLIANCE FORM

This form must be filled out by all General Contractors and Sub-Contractors providing bids.

SECTION I. CONTRACTOR INFORMATION

- 1. Name:
2. Address:
3. Type of Business:
4. Are you licensed in the State of MN?
5. Women Business Enterprise? Minority Business Enterprise?
6. Bidding as a General Contractor or Sub-Contractor
7. Date of Site Visit:
7. Current number of Employees: Women Employees: Minority Employees:

If Minority Employees enter Racial/Ethnic Code from below:
Code:
Number :

8. Total Dollar amount of Bid: \$ (If amount exceeds \$100,000, please fill out Section II of this document).

SECTION II. New Hires when Bid Exceeds \$100,000 (must comply with Section 3 requirements)

- 9. Number of employees to be hired for this contract:
10. Number of Low-Income Project Area Residents (L.I.P.A.R.) to be hired for this contract:

Table with 2 columns: Racial/Ethnic Codes and list of categories (1. White, 2. Black/African American, 3. American Indian or Alaskan Native, 4. Asian, 5. Native Hawaiian or Pacific Islander, 6. Hispanic or Latino)

I hereby certify that it is the policy of the undersigned to comply with all existing laws prohibiting discrimination in all aspects of employment due to race, color, creed, sex, age, religion, national origin, marital status, receipt of public assistance or disability.

General Contractor/Subcontractor Signature

Date

The Scott County Community Development Agency does not discriminate on the basis of race, color, creed, national origin, sex, religion, disability, marital status, status with regard to public assistance, sexual orientation or familial status, in the employment and/or the provision of services.

PROFESSIONAL SERVICES CONTRACT

Housing Inspection Services

This agreement is entered into between the Scott County Community Development Agency, 323 South Naumkeag Street, Shakopee, MN. 55379 hereinafter referred to as the "AGENCY," _____ Herein after referred to as "CONTRACTOR" for inspection services as outlined in the request for proposal. Finding that the 'CONTRACTOR' is willing to assist the 'AGENCY' in providing snow management services, the 'AGENCY', and 'CONTRACTOR' do mutually agree as follows:

ARTICLE I - PERIOD OF CONTRACT

This agreement shall become effective and binding when signed by both parties.

This agreement shall terminate on or before _____ with optional 2 -1 year extensions unless terminated pursuant to Article V infra. This contract, the RFP and the subsequent Bid submitted by CONTRACTOR dated _____, represent the entire agreement between parties and supersedes all prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by written change orders as provided elsewhere in this contract.

ARTICLE II - SCOPE OF WORK

Contractor shall refer to the RFP form for description of scope of work.

ARTICLE III - PAYMENTS

The AGENCY shall pay the CONTRACTOR as a fee for the services as stated in this contract, according to the bid submitted on _____ and attached hereto. An invoice and excel spreadsheet detailing the date of service, service performed and charge for service must be received by the Agency within thirty (30) days of job completion. Payment shall occur within thirty (30) days upon satisfactory job completion.

ARTICLE IV - GROSS RECEIPTS TAX

The CONTRACTOR shall be responsible for the payment of Federal, State, and FICA tax levied on amounts paid to CONTRACTOR pursuant to this agreement.

ARTICLE V - TERMINATION

This agreement may be terminated by either party upon written notice delivered to the other at least seven (7) working days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

ARTICLE VI – COMPLIANCE WITH THE LAW

CONTRACTOR will comply with all applicable federal and state laws, codes, regulations, municipal ordinances and regulations and will pay all costs, expenses, fees and taxes connected with such compliance, including sales and use taxes, and will also pay all taxes imposed by any state or federal law for any employment insurance, pensions, old age retirement funds or any similar purpose and will furnish all necessary reports and information to the appropriate federal, state and municipal agencies, with respect to all of the foregoing, and will hold AGENCY harmless from any and all losses or damage occasioned by the failure of the CONTRACTOR to comply with the terms of this paragraph.

In particular, and without limiting the foregoing, CONTRACTOR shall comply with:

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 701, et. Seq., and the regulation contained in 31 C.F.R. Part 51. This Act states in part that, "...all recipients of federal funds, whether in the form of a grant or a contract, shall review, and if necessary, modify their programs and activities so that discrimination based on handicap is eliminated",

The Minnesota State Human Rights Act (Minnesota Statute, Chapter 363)

The Americans with Disabilities Act of 1990, 42 U.S.C. 12101 through 12213, as applicable.

All applicable federal and state labor standards laws, including but not limited to labor standards and prevailing wage rates mandated by the "Davis-Bacon" Act and related acts; and

ARTICLE VII – CONTRACTOR'S INSURANCE AND BONDS

CONTRACTOR shall purchase and maintain at all times, during the performances of services, and for one (1) year thereafter, the following insurance.

Comprehensive General Liability Insurance of not less than \$1,000,000. AGENCY shall be an additional name insured on the prime CONTRACTOR'S insurance policy.

Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$ 1,000,000.00 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.

Professional General Liability Insurance including owned, non-owned and hired vehicles in an amount not less than 1,000,000.00 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we receive a letter from you stating this.

Excess Umbrella Liability Policy in the amount of \$1,000,000.00 will be additionally required if any of the above policies have lower limits than stated.

Workers' Compensation Insurance per Minnesota Statutes. In addition, CONTRACTOR must provide proof of insurance, whether or not the owners are covered or there are any employees.

Prior to the effective date of this Contract, and as a condition precedent to this Contract, the CONTRACTOR with furnish AGENCY with certificates of insurance listing AGENCY as an "Additional Names Insured."

The following words must be on the certificate: "Thirty (30) days' advance written notice of changes or cancellation of coverage will be given to the certificate holder." Any additional words such as "will endeavor to" or failure to do so will impose no obligation,' must be crossed off the certificate.

ARTICLE VIII- STATUS OF CONTRACTOR

The CONTRACTOR and its agents or employees are independent contractors performing professional services for the AGENCY. CONTRACTOR is an independent contractor, and nothing contained in the Contract is intended or shall be construed as creating an employee, copartner or joint venture relationship with the AGENCY, Scott County, or any of their departments or agencies. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA or other benefits available to the 'AGENCY' or to Scott County employees shall accrue to CONTRACTOR or employees of CONTRACTOR performing Work pursuant to the Contract.

ARTICLE IX - ASSIGNMENT

CONTRACTOR shall not subcontract any portion of the service to be performed under this agreement without the prior written approval of the AGENCY.

ARTICLE X - HOLD HARMLESS AGREEMENT AND INDEMNITY

CONTRACTOR shall defend and hold harmless AGENCY from all actions, proceedings, claims, demands, cost, damages, attorney's fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this agreement, which result in any way or to any degree from the wrongful act or omission of the CONTRACTORS, its employees, agents, or servants.

ARTICLE XI – DISPUTE RESOLUTION

Any controversy of claim arising out of or relating to this Contract or the breach thereof shall be settled by mediation, and then arbitration, each in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Contract shall be governed in accordance with the laws of the state of Minnesota.

ARTICLE XII- DATA PRACTICES

All data collected, created, received under this contract, maintained, or disseminated for any purposes by the activities of Contractor because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

ARTICLE XIII – RECORDS AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute 16B.06, Subd.4, CONTRACTOR agrees that the AGENCY, or any of its duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the CONTRACTOR and involve transactions relating to this Contract.

CONTRACTOR agrees to maintain these records for a period of six (6) years from the date of termination of this Contract.

ARTICLE XIV - PRODUCT OF SERVICES: COPYRIGHT

All materials developed or acquired by CONTRACTOR under this agreement shall become the property of the AGENCY and shall be delivered to the AGENCY not later than the termination date of this agreement. Materials furnished shall be the subject of an application for copyright by or on behalf of the CONTRACTOR without the prior written approval of the AGENCY. All CONTRACTOR copyrighted materials remain the sole property of CONTRACTOR.

ARTICLE XV - DISCRIMINATION

No person shall, on the grounds of race, color, religion, sex, national origin, familial status, disability, creed, marital status, public assistance status or sexual orientation be excluded from participating in, be denied the benefit of, or otherwise be subjected to discrimination under any activity performed pursuant to this agreement.

ARTICLE XVI – MISCELLANEOUS

The AGENCY shall not be responsible for delays in performance due to “acts of God,” Force Majeure, war, government interference or other causes beyond its reasonable control.

A waiver of any breach of this Contract is not a waiver of any continuing or subsequent breach. A waiver must be written and signed by the party against whom enforcement of the waiver is sought.

If any provision of this Contract, in whole or in part, is illegal or unenforceable, it will be severed and the balance of the Contract enforced.

The remedies in this Contract are exclusive, and all other remedies, warranties, conditions or other obligations (whether implied by law, fact, custom, trade, or course of dealing) are expressly excluded.

ARTICLE XVII – CHANGES IN THE WORK

All changes in the Work shall be authorized only by written Change Orders signed by the ‘AGENCY’ and ‘CONTRACTOR’ before commencement of the Work identified on the Change Order, and containing appropriate adjustments in payment and time.

ARTICLE XVIII – LIEN FREE PROJECT

CONTRACTOR shall ensure that the Project remains free and clear of all claims, encumbrances and liens for labor, services and materials. If CONTRACTOR fails to pay for any labor, services or materials purchased for or used in the Work, the AGENCY may, at its sole option, pay such claims and deduct the amount paid from any amount otherwise owing CONTRACTOR. In the event any suit is filed against the AGENCY, asserting a claim or lien for labor, services, or materials purchased for or used in the Work, CONTRACTOR, at its own sole cost and expense, including attorneys’ fees, will defend such suit and pay any judgment rendered therein.

IN WITNESS WHEREOF, the parties hereto have set their hands.

CONTRACTOR:

BY:

Owner

DATE:

AGENCY:

Scott County Community Development Agency

BY:

DATE:
