



## Request for Qualifications

### Seeking Professional Consultant Services for a Regional Housing Needs Assessment for San Miguel County

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#### The Solicitation

The San Miguel Regional Housing Authority (SMRHA) is seeking qualified individuals/firms to provide an updated Regional Housing Needs Assessment. This market analysis will describe the current need for affordable housing within a multi-jurisdictional area that would meet the actual demand of the workforce in San Miguel County. The multi- jurisdictional region includes the Town of Telluride, the Town of Mountain Village, and San Miguel County.

There is a historic and well-recognized deficit of appropriate affordable housing for the workforce. There are well-established and separate policy goals to address this deficit within the respective municipal boundaries. These policy decisions have been supported in part by Housing Needs Assessment Analysis (updated incrementally in 1989, 1993, 1996, 2000, 2011, and 2018) and have been supplemented by other studies. Funders of larger and/or private affordable housing projects need reliable data and analysis to determine the housing stock needs.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all qualified firms are encouraged to submit proposals.

In order to be considered, proposals are due at the SMRHA Office by **January 30, 2024 at 5 p.m.** or by mail on the same date.

#### The Objectives

The deliverable for this project is an updated Housing Needs Assessment, defining need within the San Miguel County boundary. The primary objectives of this project are to:

Provide an updated analysis of current and future need for affordable housing options for households and employees as it relates to the various Area Median Income (AMI) levels in San Miguel County.

. The assessment should identify current and future housing needs and demand by unit types, tenure, and preferences, etc.. This analysis should abide by current standards in the

preparation of housing needs assessments and follow best professional practices in the field.

Identified steps will include but are not limited to the following:

- 1) To update the current gap between current affordable housing options and the number and type needed by households in the County, and provide projections of number of units needed over a 20-year horizon;
- 2) Conduct a survey of households and employers to identify community sentiment on housing characteristics, costs, satisfaction, and preferences;
- 3) To document current commuter levels, including type of employment, place of residency, commuting distance and patterns, and housing preferences for the demographic, and estimate future commuter activity based on future private development and job generation projections and planned housing projects; and
- 4) To develop a means for the region to keep housing needs assessments up to date in order to continue strategically planning housing needs for the region.

### **The Target Audience**

The users of this study will include town planners, planners and councils from neighboring communities, private and government project developers, design and build partners and private, public and government funding partners this document will be used to understand the market number of units, mix of unit types, mix of AMI's and demand for sale or rental units in the county.

The deliverables of this project will be reviewed and considered by the Governments' entities charged with overseeing affordable housing initiatives: the Telluride Housing Authority, the Telluride Town Council, the Mountain Village Housing Authority, the Town of Mountain Village Town Council, the San Miguel County Board of Commissioners, and the San Miguel County Housing Authority.

The updated Housing Needs Assessment may also be of interest to neighboring communities in and out of San Miguel County.

### **Constraints on Budget, Schedule, and Design**

It is the intention of SMRHA that the cost of this project be reduced by the Consultant's methodology and by the very active participation of governments' staff members. However, given other work loads and projects in progress, this participation may be limited and the proposal must clearly outline resource needs and demonstrate how resource availability impacts cost.

### **Project Schedule**

The selected contractor will meet with the SMRHA Board and outline the deliverables fully and create a schedule for the project. A written agreement will be created between the Contractor and the SMRHA Executive Director after all deliverables have been determined and agreed upon with the Project Committee and the Contractor.

All contracted work shall be completed and delivered as scheduled, unless such term is modified by written agreement between the SMRHA Executive Director and the Contractor. All changes must be approved by the Project Committee prior to a written change.

### **Roles and Responsibilities of Project Funding Partners**

The funds for this project have been committed by the San Miguel Regional Housing Authority

(SMRHA) as provided by the following three jurisdictions: Town of Telluride, Town of Mountain Village, and San Miguel County in Colorado through an executed Memorandum of Understanding. The San Miguel Regional Housing Authority (SMRHA) is a multi-jurisdictional housing authority established by state statute and through an Intergovernmental Agreement signed by San Miguel County and Town of Telluride.

- 1) The contract will be between SMRHA, signed by the SMRHA Executive Director, SMRHA Board Chairperson, and the Consultant.
- 2) The Executive Director of SMRHA will be the primary contact for this project and will be responsible for project coordination, payments, and all additional participation identified in the process.
- 3) Proposals, invoices, and contract deliverables will be submitted to the SMRHA Executive Director.
- 4) Proposal evaluations, Contractor selection, and approval of deliverables will be by the Project Committee. The Project Committee includes representatives from all three funding governments and SMRHA.

#### **Requests for Vendor Suggestion and Creativity**

The SMRHA Board of Directors is open to suggestions on how to keep the costs for this study as low as possible given the sizable investment of current studies that should be useful to varying degrees. It is of course imperative that the resulting deliverable be dependably accurate and that it be delivered in an efficient time frame. Suggestions for lowered costs might include additional funding sources and alternative approaches.

## Scope of Services

Soft copies of all deliverables will be Microsoft Word or Adobe PDF. Each deliverable shall include one (1) suitable presentable hardcopy and one (1) electronic PDF version. Microsoft PowerPoint presentations are highly encouraged. The Consultant will provide services and deliverables as finalized during the contract negotiation.

### Phase I

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| <p>1) Review and analyze the existing data for a trend analysis and to answer the five questions that have been posed as project objectives. The existing data includes:</p> <ul style="list-style-type: none"><li>• 2000 San Miguel Housing Needs Assessment</li><li>• 2000 San Miguel County Residential Job Generation Study</li><li>• 2001 Employment Generation Rates</li><li>• 2001 Telluride Employee Generation Ratios</li><li>• 2002 Community Planning Survey</li><li>• 2002 Employee Housing Mitigation Support Study</li><li>• 2003 Commercial &amp; Accommodations Land Use Plan</li><li>• Summary 2003 Commercial &amp; Accommodations Land Use Plan</li><li>• 2004 Telluride Affordable Housing Strategic Plan</li><li>• 2005 Employee Housing Impact Fee Support Study</li><li>• 2006 Habitat for Humanity Housing Needs Assessment</li><li>• 2006 Sustainability Inventory</li><li>• 2008 Telluride Region Housing Demand Analysis</li><li>• 2011 Ouray and San Miguel Counties Regional Housing Needs Assessment</li><li>• 2018 San Miguel County Housing Needs Assessment</li></ul> |
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(These project-related documents are downloadable from the San Miguel Regional Housing Authority website [www.smrha.org/reports](http://www.smrha.org/reports).)

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| <p>2) Deliver a draft Housing Needs Assessment which reflects the results of an analysis of the existing data.</p>  |
| <p>3) Deliver a written plan describing the methodology and schedule and resource requirements for delivering a completed Housing Needs Assessment, following the outline created with the Project Committee.</p> |

### Phase II (pending Notice to Proceed)

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| <p>1) Deliver a completed updated Housing Needs Assessment based upon the previously delivered written plan with any revisions from the Project Committee.</p>   |
| <p>2) Deliver a draft press release describing findings.</p>   |
| <p>3) Present a report of the Housing Needs Assessment results to (1) the SMRHA Board then to (2) to the Inter-Governmental Meeting held quarterly (attended by elected officials from the Governments).</p> |

## Proposal Submission Requirements

### I. **CONTRACTOR REPRESENTATION**

By submitting a proposal in response to this Request for Qualification, the Contractor represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.

### II. **FAILURE OR OMISSION**

The failure or omission of any Contractor to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Contractor from any obligations with respect to its proposal or to the contract.

### III. **MODIFICATION OR WITHDRAWAL**

IV. A proposal may be modified or withdrawn by the Contractor at any time prior to the time and date set for the receipt of proposals. The Contractor shall notify the SMRHA Executive Director in writing of its intentions. Modified and withdrawn proposals may be resubmitted to the Proposal Manager up to the time and date set for the receipt of proposals.

V. **CONFIDENTIALITY.** All proposals will be available for inspection by interested parties following the final selection date.

VI. **ADDENDA.** All addenda to these documents shall be issued in writing; no oral statement, explanations or commitments by whomsoever shall be of any effect unless incorporated in the addenda.

VII. **CLARIFICATION.** SMRHA reserves the right to request clarification of information submitted and to request additional information from any or all of the Contractors.

VIII. **PROPOSALS TO BE RETAINED.** No proposal may be withdrawn for a period of thirty (30) days after the scheduled time for receipt of proposals pending execution of a Contract with the successful Contractor

IX. **RIGHT TO ACCEPT OR REJECT PROPOSALS.** SMRHA reserves the right to accept or reject, in part or in entirety, any or all proposals for any reason, to cancel in part or entirety the Request for Proposals, to re-advertise for new proposals, and to waive minor irregularities and informalities.

### X. **SUPPORT FOR PROPOSAL OF QUALIFICATIONS**

At a minimum, the Contractor shall provide in support of a submitted proposal:

- 1) Cover Letter
- 2) Table of Contents (please number all pages of the response)
- 3) Introduction
- 4) Executive Summary – Narrative to address the requirements of the Scope of Work
- 5) The name, resume and background of the managing professional and other key individuals, affiliates, and subcontractors to be associated with the services
- 6) A description of the ability and capacity of the Contractor, the management structure, and the procedures and practices for management of the engagement;
- 7) A description of past performance and references on similar services and a list of a minimum of three (3) references including name, address, telephone number and contact person
- 8) Per phase, an estimate of the resource hours and timelines to perform each task or

- service and to complete all tasks and services
- 9) Per phase, a statement of billable fees for the services for each member of the Contractor's team, an estimate of reimbursable expenses, and a "not to exceed total" for all fees and expenses
  - 10) Per phase, a firm cost estimate for services
  - 11) Per phase, the level of service needed from SMRHA or the local government staff in support of consultant services to meet the firm cost estimate for services
  - 12) Billing Schedule

## **Selection Process**

- XI. One original in print and a PDF, as described herein and subject to the conditions herein, shall be submitted by each Contractor to the San Miguel Regional Housing Authority, 820 Black Bear Road, G-17, P.O. Box 840, Telluride, Colorado, 81435, by 5 p.m. M.S.T. on Wednesday, December 20. Upon receipt, the proposal shall be time stamped. Proposals not timely received shall not be considered and shall be returned unopened.

The Contractor is required to provide evidence, in the form of previously published materials or the like, that demonstrate the Contractor's capacity to undertake the required services. SMRHA reserves the right to thoroughly investigate the experience and record of the Contractor. Failure to submit detailed information will justify rejection of any proposal submitted hereunder. Should the Contractor find a discrepancy in, or omissions from the information and the description of the solicitation as herein contained, or should it be in doubt as to its meaning, the Contractor shall at once, and not later than ten (10) days prior to the closing date for receiving proposals, notify the SMRHA Executive Director, in writing. SMRHA will, at its discretion, thereupon send a written instruction and/or clarification to all Contractors in the form of an addendum to the Proposal Documents.

Any questions regarding this proposal shall be directed to the Executive Director, Courtney McEleney, of the SMRHA, at (970) 728.3034, ext. 4 or [courtney@smrha.org](mailto:courtney@smrha.org). The proposal must be presented in a sealed envelope addressed to the SMRHA Executive Director with the words "Proposal for Needs Assessment" plainly written on the face of the envelope. The name and address of the Contractor submitting the proposal must also appear on the face of the envelope.

## **XII. PROPOSAL EVALUATION**

In selecting the best proposal for the tasks to be accomplished as defined in the Scope of Services, the Project Committee shall evaluate all proposals submitted, and may elect to conduct oral interviews with two or more finalists unless the Project Committee can make its selection based on the proposals submitted. The Project Committee shall evaluate the proposals based on the following criteria:

- 1) Experience and Skill.
- 2) Project Capability.
- 3) Professional Qualifications.
- 4) Record of Past Performance.
- 5) Methodology.
- 6) A focus on the analysis of existing and available data vs. the collection of new data.
- 7) Schedule.
- 8) Compensation.

### **XIII. SELECTION OF CONSULTANT AND NOTICE OF AWARD**

- a. **WITHDRAWAL OF SELECTION.** SMRHA reserves the right to withdraw its selection of a Contractor without any liability to SMRHA at any time before the Contract has been fully executed by all parties.
- b. **AWARD OF CONTRACT**
  - i. SMRHA reserves the right to reject any or all proposals and to waive any informalities.
  - ii. The successful Contractor will be the selected Contractor for all phases of the project.
  - iii. The successful Contractor shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to SMRHA the contract forms and any other forms or bonds required by the RFP.
  - iv. Any contract resulting from this RFP is neither assignable nor subject to subcontract without the prior written approval of SMRHA's Executive Director.
- c. **SUCCESSFUL CONTRACTOR'S PERFORMANCE**
  - i. The contractor agrees and covenants that its agents and employees shall comply with all Municipal, County, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.
  - ii. The contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
  - iii. The contractor shall be an independent contractor and not an employee of SMRHA.
- d. **COMPENSATION.** The successful contractor shall submit a completed, itemized invoice on each delivery or service, which it may perform under the contract. Payment shall be rendered to the successful contractor for satisfactory compliance with the contract within forty-five (45) days after receipt of the proper invoice. *No Contractor will be compensated for submission of a proposal or for any time or services provided as part of the proposal, evaluation or negotiation process.* SMRHA is not liable for any costs incurred by the contractor prior to issuance of an agreement or contract.
- e. **TERMINATION OF CONTRACT**
  - i. SMRHA reserves the right to terminate the contract immediately in the event that the successful Contractor discontinues or abandons operations; if adjudged bankrupt; is recognized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
  - ii. SMRHA reserves the right to terminate the contract upon the completion of any project phase. The failure of the Project Committee to give a Notice to Proceed to the next phase shall be considered an implied notice of termination.
  - iii. Failure of the successful Contractor to comply with any section or part of this contract will be considered grounds for termination of the contract by SMRHA upon notice and reasonable opportunity to cure such failure.
  - iv. Notwithstanding anything to the contrary contained in the contract between SMRHA and the Contractor, SMRHA may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful Contractor.
  - v. If the contract is terminated by SMRHA, the successful Contractor will be paid for all scheduled work completed satisfactorily by the successful Contractor up to the termination date set in the written termination notice.
  - vi. The contract may be canceled by either party upon thirty (30) days written notice.
  - vii. Should SMRHA fail to appropriate funds for this contract, this contract shall be terminated when existing funding is exhausted.

f. **OWNERSHIP OF DELIVERABLE AND RELATED PRODUCTS.**

- i. SMRHA, San Miguel County, the Town of Telluride, and the Town of Mountain Village Housing Authority, shall have all right, title and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, and documentation developed or generated during the performance of the contract, including, without limitation, unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the contractor, from doing so. To the extent that the Contractor may be deemed at any time to have any of the foregoing rights, the Contractor agrees to irrevocably assign and does hereby irrevocably assign such rights to SMRHA.
- ii. The successful contractor shall be expressly prohibited by the terms of any contract resulting from this procurement from receiving additional payments or profit from the items referred to in this section, other than, that which is provided for in the general terms and conditions of said contract.

g. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED.**

- i. The successful contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The successful contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- ii. The successful contractor, in all solicitations or advertisements for employees placed by or on behalf of the successful contractor, will state that such contractor is an equal opportunity employer.
- iii. 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.

h. **INDEMNIFICATION.** The successful contractor agrees to indemnify and hold harmless SMRHA, their officers, agents and employees from any claims, damages, suits, actions, liabilities and cost of any kind or nature, including attorney's fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the successful contractor.

i. **INSURANCE REQUIREMENTS.** The successful contractor shall maintain insurance to protect itself and SMRHA from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them.

j. **JURISDICTION FOR DISPUTES.** Jurisdiction and venue of any disputes arising between the parties with regard to the contract shall be in the District Court of San Miguel County Colorado.