

Request for Proposal

Seeking Professional Consultant Services for a Housing Demand Assessment for a Multi-jurisdictional Area Including the Telluride Region

Funded by the Town of Mountain Village, the Town of Telluride, and San Miguel County in the State of Colorado

The Solicitation	1
The Objectives	2
The Target Audience	2
Constraints on Budget, Schedule, and Design	3
Project Schedule	3
Roles and Responsibilities of Project Funding Partners	4
Requests for Vendor Suggestion and Creativity	4
Scope of Services	5
Proposal Submission Requirements	6
Proposal Evaluation	7
Selection of Consultant and Notice of Award	7

The Solicitation

The Town of Telluride and the Town of Mountain Village and San Miguel County (Governments) are seeking proposals from qualified individuals/firms to provide a Housing Demand Assessment. This market analysis will describe what type of affordable housing projects should be built within a multi-jurisdictional area that would meet the actual demand of Mountain Village's and Telluride's (Towns) work force. The multi-jurisdictional region includes multiple school districts and fire districts, the Town of Telluride and the Town of Mountain Village and the Town of Norwood in San Miguel County, the Town of Ridgeway and the City of Ouray within Ouray County, the Town of Delta in Delta County, the City of Montrose and the Town of Nucla and the Town of Naturita in Montrose County, the Town of Rico and the Town of Dolores in Dolores County, and the City of Cortez of Montezuma County.

There is an historic and well-recognized deficit of appropriate affordable housing for the Towns' work force. Each of the Towns has well-established and separate policy goals to address this deficit within their respective municipal boundaries. These policy decisions have been supported in part by Housing Needs Assessment Analysis (updated incrementally in 1993, 1996, and 2000 since 1989) and have been supplemented by numerous studies as recently as 2004. With this project, the Governments are shifting the focus from studying the **need** for housing to determining what housing stock will meet the actual **demand**. Funders of larger and/or private affordable housing projects need reliable data and analysis to determine where housing stock should be built, who would buy it, and what the mix should be.

Previous studies have addressed housing needs within the immediate surrounds of the Towns or within the Towns - there are no analyses that address the larger multi-jurisdictional region that is home to the Towns' commuting work force. There are land banking and development opportunities in this larger area that may help the Towns

satisfy the work force's demand for affordable housing. These surrounding growth areas are awakening to their own needs for affordable housing and may well be interested in joint projects with the Governments. Even so, they are reluctant to accept what is perceived to be an exported growth management issue from the Towns. The involvement of these neighboring communities on this project, to whatever level is possible, will be invaluable for creating win-win partnerships.

Affordable housing is developed in the Town of Telluride by Block 23 Housing Corporation. The Mountain Village Housing Authority develops housing within its boundaries and San Miguel County Housing Authority has developed several projects in past. A branch of Habitat for Humanity has been established in Telluride and will be doing some development. Private developers and funders are interested in doing more affordable housing developments. Neighboring communities are interested in developing affordable housing for their own employees. None of these entities are working through a coordinated effort and not all of these entities have the experience or the funds to develop work force housing on a scale that could meet the need or the demand. The Housing Demand Assessment should provide the necessary guidelines for design and build partnerships that will allow a reasonable approach for all entities to collectively work towards targeting the demand.

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

The Objectives

The deliverable for this project is a Housing Demand Assessment, a general market analysis that is not project or site-specific, defining demand across county, fire district, municipal, and school district boundaries. The following questions need to be addressed:

1. What is the total estimated annual demand for new units by household size and income?
2. What housing mix, i.e. rental (including dormitory), condo, or single housing best satisfies estimated demand?
3. How fast will each type of unit be absorbed by the market, on an average annual basis, if they are built?
4. Is there a seasonal vacancy factor that will affect developer cash flow and willingness to build?
5. What are the appropriate price points?
6. Where should they be built?

Additionally, the final product should include recommendations for forging design and build partnerships that will allow a reasonable approach for all entities to collectively work towards targeting the demand.

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, private and public and government funding partners. It should serve as a document that is preliminary to future site-specific market analyses.

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 Mountain Village Town Council, the San Miguel County Board of Commissioners, the San Miguel County Housing Authority.

The Housing Demand Assessment will also be of interest to neighboring communities: multiple school districts, multiple fire districts, the Town of Norwood, the Town of Rico, the Town of Dolores, the Montezuma County Housing Authority, the Town of Ridgeway, the Town of Delta, the Delta Housing Authority, the Town of Ouray, the City of Cortez, the Town of Nucla, the Town of Naturita, the City of Montrose, the Montrose County Housing Authority, and Montrose County Board of Commissioners. For the purposes of this project, these entities will be referred to as a "multi-jurisdictional housing coalition". While the potential partnership levels with these entities is unknown as of this writing, outreach opportunities are being pursued and scheduled. Ideally, they would envision their participation in a Housing Demand Assessment as a means to efficiently support mutual affordable housing initiatives.

Constraints on Budget, Schedule, and Design

A number of studies that may be relevant to this project have been completed over the years. Some of these studies are somewhat out of date. It is preferable that these studies, most of which are needs-based data compilations (and valued at approximately \$200K), not be updated, but that this project supersede them with a solution-based analysis.

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. The proposal must clearly outline resource needs and demonstrate how resource availability impacts cost.

Project Schedule

A number of pending development projects are dependent upon the deliverables of this study. All contracted work shall be completed and delivered as scheduled below, unless such term is modified by written agreement between the Project Manager and the Contractor.

Project Schedule	Fri 6/23/06	Tue 10/17/06
Request for Proposals distributed:	Fri 6/23/06	Fri 6/23/06
Receive written proposals:	Fri 7/21/06	Fri 7/21/06
Committee meet to select contractor:	Wed 7/26/06	Wed 7/26/06
Contract awarded by SMRHA	Thu 7/27/06	Thu 7/27/06
Contract begins:	Thu 8/10/06	Thu 8/10/06
Phase I deliverables:	Thu 8/31/06	Thu 8/31/06
Approval for Phase II methodology and budget:	Tue 9/5/06	Tue 9/5/06
Phase II deliverables delivered:	Tue 10/17/06	Tue 10/17/06

Roles and Responsibilities of Project Funding Partners

- The funds for this project have been committed by three of the governments: Town of Telluride, Town of Mountain Village, and San Miguel County in Colorado. The San Miguel Regional Housing Authority (SMRHA) is an agent of the Town of Telluride and San Miguel County per an Intergovernmental Agreement.
- The contract will be between SMRHA, signed by the SMRHA Board Chairperson, and the Consultant.
- The Interim Executive Director of SMRHA will act as Project Manager and Proposal Manager for this project and will be responsible for coordinating staff resources as well as additional participation that may be required from the public, from neighboring communities, school districts, and potential developer and funding partners. The Project Manager will coordinate the delivery of materials and information to the Consultant.
- Proposals, invoices, and contract deliverables will be submitted to the Project Manager.
- 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.
- Giving Notice to Proceed to a subsequent project phase will be the decision of the Project Committee based upon quality and content and feasibility of the deliverables of the previous phase.
- Each of the three governments will provide staff-level support for this project. The staff members include the Interim Executive Director of the San Miguel Regional Housing Authority, the Executive Director of the Mountain Village Housing Authority, the Administrator of San Miguel County, and the Program Manager for the Town of Telluride.

Requests for Vendor Suggestion and Creativity

The Project Committee is open to suggestions as to how to keep the costs for this study as low as possible given the sizeable 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

Softcopies of all deliverables will be Microsoft Word or Adobe PDF. Each deliverable shall include twelve (12) suitably presentable hardcopies. Microsoft PowerPoint presentations are highly encouraged. The Consultant will provide services and deliverables for two separate phases (the final scope of services will be finalized during the contract negotiation):

Phase I

<p>a. Review and analyze the existing data for a trend analysis and to answer the six questions that have been posed as project objectives. The existing data includes:</p> <ul style="list-style-type: none">• 2000 Housing Needs Assessment• 2004 Telluride Affordable Housing Strategic Plan• 2005 Employee Housing Impact Fee Support Study• 2001 Employee Generation Ratios• 2000 Residential Job Generation Study• 2006 Habitat for Humanity Housing Needs Assessment• 2001 Employment Generation Rates• 2002 Employee Housing Mitigation Support Study• 2003 Commercial & Accommodations Land Use Plan• Summary 2003 Commercial & Accommodations Land Use Plan• 2002 Community Planning Survey• 2006 Sustainability Inventory• 2006 RFP for Housing Demands Assessment• 2006 RFP for Economic Sustainability Modeling*• The <i>Economic Study for the Region</i> from www.tellurideconsulting.com will be made available at SMRHA expense to the successful Contractor. <p>* The deliverables for this study are considered to be crucial input to <u>Housing Demand Assessment</u>. Information from this study will be released as available upon request by the Proposal Manager.</p> <p>(As of this writing, it is anticipated that these project-related documents will be downloadable from the San Miguel Regional Housing Authority website www.smrha.org. Any referenced document that can not be located on the web is available upon request from the Proposal Manager).</p>
<p>b. Deliver a draft <u>Housing Demand Assessment</u> that reflects the results of the analysis of the existing data.</p>
<p>c. Deliver a written plan describing the methodology and schedule and resource requirements for delivering a completed <u>Housing Demand Assessment</u>.</p>

Phase II (pending Notice to Proceed)

<p>a. Deliver a completed <u>Housing Demand Assessment</u> based upon the previously delivered written plan as revised by the Project Committee.</p>
<p>b. Deliver a draft press release describing findings.</p>
<p>c. Present a report of the <u>Housing Demand Assessment</u> results to (1) the Project Committee, then to (2) the "multi-jurisdictional housing coalition", and finally to (3) to the Tri-Governmental Meeting held quarterly (attended by elected officials from the Governments).</p>

Proposal Submission Requirements

- I. By submitting a proposal in response to this Request for Proposal, 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. 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. A proposal may be modified or withdrawn by the Contractor anytime prior to the time and date set for the receipt of proposals. The Contractor shall notify the Proposal Manager 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.
- IV. **CONFIDENTIALITY.** All proposals will be available for inspection by interested parties following the final selection date.
- V. **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.
- VI. **CLARIFICATION.** SMRHA reserves the right to request clarification of information submitted and to request additional information from any or all of the Contractors.
- VII. **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
- VIII. **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.
- IX. 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; and
 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 to be provided by governments' staff in support of consultant services to meet the firm cost estimate for services
 12. Billing Schedule
 13. A contact list of potential funding sources for this project.

- X. **PROCESS.** One original and twelve copies of the proposal, 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, P.O. Box 840, Telluride, Colorado, 81435, by 5 p.m. M.S.T. on July 21, 2006 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 Interim Executive Director, the Proposal Manager, 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 Interim Executive Director of the SMRHA, at (970) 728.3034, ext. 5 or smrha@telluridecolorado.net. The proposal must be presented in a sealed envelope addressed to the SMRHA Interim Executive Director with the words "Proposal for Business Plan" 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.

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:

- Experience and Skill.
- Project Capability.
- Professional Qualifications.
- Record of Past Performance.
- Methodology.
- A focus on the analysis of existing and available data vs. the collection of new data.
- Schedule.
- Compensation.

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 the governments or to SMRHA at any time before the Contract has been fully executed by all parties.
- b. **AWARD OF CONTRACT**
- The Governments reserve the right to reject any or all proposals and to waive any informalities.
 - The successful Contractor will be the selected Contractor for all phases of the project.

- The successful Contractor shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the Governments the contract forms and any other forms or bonds required by the RFP.
- Any contract resulting from this RFP is neither assignable nor subject to subcontract without the prior written approval of the Project Manager.

c. SUCCESSFUL CONTRACTOR'S PERFORMANCE

- 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.
- 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.
- The contractor shall be an independent contractor and not an employee of any of the Governments.

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.* The Governments are not liable for any costs incurred by the contractor prior to issuance of an agreement or contract.

E. TERMINATION OF CONTRACT

- 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.
- 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.
- 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.
- 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.
- If the contract is terminated by SMRHA, the successful Contractor will be paid by the Governments for all scheduled work completed satisfactorily by the successful Contractor up to the termination date set in the written termination notice.
- The contract may be cancelled by either party upon thirty (30) day written notice.
- Should the Governments fail to appropriate funds for this contract, this contract shall be terminated when existing funding is exhausted.

F. OWNERSHIP OF DELIVERABLE AND RELATED PRODUCTS.

- SMRHA 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.

- 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.

- 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.
- 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.
- 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 the Governments, 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 this 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 the Governments 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.