Request for Proposals

Affordable Housing Study and Action Plan for the GWRC Region
Purpose

The purpose of this Request for Proposals (RFP) is for the George Washington Regional Commission (GWRC) to solicit proposals to establish a single contract through competitive negotiation with a qualified source to provide nonprofessional services as described herein for a regional affordable housing study and action plan.

Glossary of Terms

The following terms and definitions apply to this RFP and any resulting contract(s):

- **Offeror**: a person/firm who makes an offer by submitting a proposal in response to this solicitation
- **Contractor**: a person/firm awarded a contract to provide services required in this solicitation

Proposal Inquiries/Point of Contact

All inquiries concerning this RFP should be submitted by e-mail citing the RFP title to Dr. Linda Millsaps at millsaps@gwregion.org.

Potential Offerors must limit all contact, whether verbal or written, pertaining to this RFP, to the designated point of contact for the duration of the RFP process. Failure to do so may jeopardize further consideration of an Offeror’s proposal. Answers to questions posed to GWRC about this RFP will be posted to the GWRC website. The origin of the questions will not be shared.

Timeframe and Key Dates

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP issued by GWRC</td>
<td>November 13, 2019</td>
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<tr>
<td>Proposals due to GWRC</td>
<td>December 6 at 5:00 p.m.</td>
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<tr>
<td>Offerors meet with GWRC</td>
<td>December 11-12, 2019</td>
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<tr>
<td>Determination(s) made by GWRC Executive Director and Committee</td>
<td>December 16, 2019</td>
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<tr>
<td>Contract(s) begins</td>
<td>January 1, 2020</td>
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<tr>
<td>Deliverables complete/contract(s) ends</td>
<td>September 15, 2020*</td>
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* All research and reports must be completed by July 31, 2020. July 1, 2020 is preferred. Final presentation(s) of the research and findings would occur upon completion of the work noted above, potentially until mid-September.
Offeror Qualifications

Written proposals must be submitted no later than December 4, 2019 at 5:00 p.m. via e-mail to Dr. Linda Millsaps at millsaps@gwregion.org.

Proposals must contain:

- A description of the plan/methodology/approach to providing the requested services and achieving the proposed deliverables.
- The name of the project lead and members of the team along with their resume(s) and respective related experience.
- The total cost as well as the cost of each component.

Background

The George Washington Regional Commission (GWRC) is the planning district commission established by the Virginia General Assembly for the region comprising the City of Fredericksburg and the counties of Caroline, King George, Spotsylvania, and Stafford, known collectively as Planning District 16. In this role, GWRC has led numerous efforts around affordable housing studies, historic preservation, services supporting those experiencing homelessness, economic development, transportation, and environmental work.

Study and Action Plan Objectives

The primary focus of the study and action plan is to offer recommendations for action as a region and in each individual jurisdiction. This portion of the study will consider our data and position as a region, and then offer a series of specific opportunities for action, recommendations as to best practices in similarly situated communities, and provide a number of model programs and projects that the GWRC region could emulate to improve the availability of affordable housing in the region. We are particularly interested in learning how other similarly situated communities have successfully addressed this issue and are looking for very specific recommendations in terms of level and type of investment, sources of funding, local public policy modifications needed, barriers, and successful methods of addressing those barriers. We are looking for very specific options at both the regional and individual jurisdiction level. We are also interested in learning what local infrastructure may be needed to move housing forward.

In addition, we anticipate the study and action plan will do the following:

- Update and expand the most recent regional housing studies. In 2007 a GWRC sponsored Regional Affordable Housing Task Force was created and issued a report on best practices. (The report can be found here: http://www.gwregion.org/wp-content/uploads/2018/06/AHTF-Final-Mid-Year-Report.pdf). This resulted in a very successful Neighborhood Stabilization Program grant award that was used to purchase
foreclosures and rehabilitate them for affordable housing. In 2015 the Fredericksburg Area Association of Realtors completed a comprehensive data analysis and study of homeownership in the area. Our 2019/2020 study would begin by updating all this very useful work. However, we propose going two steps further by including a data-driven look at the rental market, as well as more granular detail in terms of the needs in each individual jurisdiction. This will look at all aspects of the affordability continuum, including analysis as it relates to the ALICE (Asset Limited, Income Constrained, Employed) population, low-income senior population that is income and asset constrained, as well as the millennials and generation X, who are often heavily burdened with student loan debt and the senior population who are income constrained. A baseline summary/map of existing affordable, project based, and low income housing would also be a positive. NOTE: FAAR studies can be found at https://faarmembers.com/research/

- Offer an informed definition of what “affordable” and “affordability” mean in the context of communities like our region. While we are confident there are many things that make our region unique, we also recognize that issues of affordability plague bedroom and small urban regions like our own across the country. We are interested in learning more about how those communities define “affordable” for purposes of public policy, and what we can learn from them about program scale and program options. We would also like to see how these terms compare and compliment the definitions of “workforce housing” and “low-income housing”.

- Identify and recommend state, federal and nonprofit resources available to begin to address these issues. Currently, there is no governmental staff in the region, at the regional or jurisdictional level, that is devoted entirely to housing policy and funding. As a result, we have limited local knowledge of the array of funding and resources potentially available to our area to jump-start and support our efforts. While there are strong, local community partners, they need support in terms of finding and applying for governmental and other nonprofit resources.

- Identify and recommend models for addressing housing needs that engage the private sector. The elected leadership in the region is particularly interested in looking at models in other areas where the private sector has played a significant role in addressing issues of affordability, along with analysis of how those models might fit into our market challenge. These could be in the area of construction, but also unique financing strategies, homeownership assistance, private-public partnership, and other double bottom line strategies that encourage the private, public and nonprofit sectors to work collaboratively for improved affordability.

- Place a specific focus on the more rural areas of the region. Some parts of the GWRC region are considered more “affordable”, particularly when compared with Northern Virginia. However, locating in these areas is not always an option. Many employers are requiring or encouraging telework options to save on facility cost and reduce
congestion. Because many of these more rural areas do not have access to ready broadband, they are not a possibility for many of our region’s knowledge workers.

- Review existing local land use policies and regulations, development review processes, permitting, development standards and occupancy policies for their impact on affordability, and potentially make recommendations for modification. Because our region does not have a great deal of local government housing expertise, decision-makers are making judgments about the possible impact of permitting and zoning decisions on affordability with a limited knowledge base. We are interested in an expert review of existing public policies that impact affordability, with suggestions for possible modification to improve the language to encourage affordable housing development. In addition, we are interested in learning more about the scale of effort needed in each jurisdiction, based on the consultant’s knowledge of work in other jurisdictions.

- Offer recommendations for strategies that encourage and support opportunities to collaborate across jurisdictions, sectors, and income levels. As you know, Planning District Commissions (PDCs) are charged by the State of Virginia with addressing issues of greater than local significance. We believe that housing affordability is just such an issue and would welcome advice from our consultant on best practices to making collaboration in the field effective and fruitful.

- Identify state code requirements, policies and parameters that limit, control and/or encourage affordable housing and missing middle housing.

Outcomes

In addition to the study objectives noted above, we hope the study and action plan will result in the following programmatic outcomes:

- A cooperative approach to meeting regional housing needs through a regional, and local, understanding of needs.
- Development of a regional housing assessment.
- Regional and jurisdiction-specific strategies to address particular housing needs in the region. In particular, we anticipate the development of a grid that would assist local jurisdictions as they consider how to approach affordable housing in their community.
- Implementation of a core set of strategies at the regional and local level, based on the recommendation of the consulting and the will of local elected officials.
- Better knowledge and utilization of state, federal, for-profit and nonprofit resources to address issues of housing affordability and access.
- An increased level of interjurisdictional and regional collaboration to address issues of affordable housing.
- An understanding by the public and elected officials of what affordability means in this region.
An increased focus by local funders and stakeholders on affordable housing and the role they can play in a solution.

While we recognize that success on these measures require work well beyond that of the consultant, it is our expectation that the consultant would carry out the work in a manner that helps facilitate these outcomes.

Public and Stakeholder Involvement

In order to be truly effective, and be responsive to regional needs and desires, we expect the consultants to include a sizable public and stakeholder involvement piece in their research effort. Specifically, we would expect to see a community survey, a single interactive public forum, and interactions through a series of focus groups of key stakeholders in the region. The survey must optimize inclusion and include specific steps that would be taken to reach those often overlooked. There should be a minimum of one focus group per jurisdiction.

Requirements (Scoring Criteria)

Proposals will be scored based on the following criteria (120 points total):
  - Demonstrated knowledge and experience in housing-related data analysis and forecasting (25 points),
  - Local housing policy knowledge (zoning, planning, etc.) (15 points),
  - Knowledge and experience that relates specifically to the activities noted in the Study and Action Plan Objectives section (15 points),
  - Knowledge and experience that relates specifically to the outcomes noted in the above Outcomes section (15 points).
  - Knowledge and experience with working on a regional basis with a variety of elected and appointed officials (15 points),
  - Price (10 points),
  - History of on-time and high-quality deliverables to clients, (10 points),
  - Client recommendations (10 points),
  - SWAM or similar status (5 points).

Reporting and Check-in Requirements

The Contractor(s) shall submit monthly reports in terms of progress on key deliverables and activities completed. The Contractor(s) must have check-in calls with GWRC staff at least once per month, as well as in-person meetings as needed, throughout the duration of the contract(s).

Work products, including, but not limited to reports, graphics, videos, sound recordings, documents, presentations and the like, physical and/or electronic, shall be owned by GWRC. The Contractor(s) will not maintain any rights to the work products and shall turn over all work product files upon request and at the end of the contract period.
Deliverables

The Contractor(s) must complete assignments and provide deliverables within required timeline and approved cost. Deliverables must be responsive to the original application and approved contract with VHDA. Funds will be released, on a reimbursement basis, upon completion of each deliverable.

<table>
<thead>
<tr>
<th>Work Plan Item Number</th>
<th>Overall Project Phase</th>
<th>Brief Description</th>
<th>VHDA Funded Activity</th>
<th>Proposed Month &amp; Year of Completion**</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Research</td>
<td>Conduct regional and jurisdiction level analysis of the need for affordable housing, with consideration for specific target communities such as seniors, veterans, ALICE population, workforce, etc.</td>
<td>Review, update and expand regional needs assessment, with final layman report</td>
<td>Mar-2020</td>
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<tr>
<td>2</td>
<td>Research</td>
<td>Review existing local building, permitting, and occupancy policies in each jurisdiction and the impact on affordable housing, including best practices.</td>
<td>Update to study with additional information with final layman report</td>
<td>May-2020</td>
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<tr>
<td>3</td>
<td>Research</td>
<td>Create multiple level recommendations for each jurisdiction as well as the region.</td>
<td>List of best practice recommendations developed with an array of options</td>
<td>May-2020</td>
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<tr>
<td>4</td>
<td>Research</td>
<td>Look for models for addressing housing needs that engage the private/public partnership</td>
<td>Creation of case studies of public and private partnerships that can be successful in the region</td>
<td>Jun-2020</td>
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<tr>
<td>5</td>
<td>Planning</td>
<td>Address the special needs of the rural areas</td>
<td>Creation of specific actionable items to address the special needs of the rural area</td>
<td>Jun-2020</td>
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**These are estimated. Consultant is welcome to suggest alternative dates, but the above deliverables must be completed by July 31, 2020. July 1, 2020 is preferred. Final presentation(s) of the research and findings would occur upon completion of the work noted above.

Cooperative Procurement

A neighboring planning commission, Rappahannock-Rapidan, is also interested securing similar work. As such, this solicitation is also being conducted on behalf of another public body pursuant to Section 2.2-4304 of the Virginia Public Procurement Act. If an offeror is interested in us also making their proposal available to that commission, please so indicate in your response. GWRC will not be held liable for any contract between a contracting firm and another public body.

General Terms and Conditions

**CONTRACTUAL CLAIMS:** The procedure for filing contractual claims is set forth in Section 2.2-4363 of the Code of Virginia.

**APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules, and regulations.

**ANTI-DISCRIMINATION:** By submitting their proposal, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs...
funded with public funds shall be subject to audit by the public body. (Code of Virginia, Section 2.2-4343.1E).

In every contract over $10,000 the provisions below apply:

During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the 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 these requirements.

The Contractor will include the provisions of the above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickback or inducement from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract, the Contractor certifies that the Contractor does not, and shall not, during the performance of the contract for services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their proposal, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the
Commonwealth of Virginia, relating to the particular services purchased or acquired by the Regional Council under said contract.

**PAYMENT:** Invoices for services and accepted deliverables shall be submitted by the Contractor directly to the payment address shown on the contract. All invoices shall show the contract number, Social Security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

All services provided under this contract that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail; the date of submission where payment is made electronically; or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

**UNREASONABLE CHARGES:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors are on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Regional Council shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

**CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

The Regional Council may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, items such as services to be performed, the method of packing or shipment, and the place of delivery. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the
Regional Council a credit for any savings. Said compensation shall be determined by one of the following methods:

By mutual agreement between the parties in writing; or

By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Regional Council’s right to audit the Contractor’s records and/or to determine the correct number of units independently; or

By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Regional Council with all vouchers and records of expenses incurred and savings realized. The Regional Council shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice within thirty (30) days from the date of receipt of the written order from the Regional Council. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provided 2.2-4363 of the Code of Virginia. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Regional Council or with the performance of the contract generally.

DEFAULT: In case of failure to deliver services in accordance with the contract terms and conditions, the Regional Council, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Regional Council may have.

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, GWRC will publicly post such notice for a minimum of 10 days.

DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing
clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the Regional Council pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The Regional Council may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Special Terms and Conditions

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Regional Council, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

CANCELLATION OF CONTRACT: The Regional Council reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

CONFIDENTIALITY OF INFORMATION: Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such material is the Regional Council’s or other manufacturer, vendor or distributor to which contractor or contractor’s personnel may gain access while engaged by the Regional Council. Revealing, copying or using in any manner whatsoever any such contents which have not been authorized by the Regional Council is strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in force and effect and shall be binding upon the contractor, its
agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of the contractor following any termination. Contractor shall advise all Contractors’ agents, employees, successors, assigns, or subcontractors that are engaged by the Regional Council of the restrictions, present and continuing, set forth herein. Contractor must receive written permission from Regional Council to advertise the work being done for the Council. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by Contractor, its agents, employees, successors, assigns, or subcontractors regarding the restrictions herein.

INDEPENDENT CONTRACTOR: The Contractor shall be considered an independent contractor and neither the Contractor, nor personnel employed by the contractor, are in any sense to be considered employees or agents of the Regional Council, or of the Commonwealth of Virginia.

OWNERSHIP OF MATERIAL: All materials generated under this contract shall be considered work made for hire. The Regional Council shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, databases and documentation developed or generated under this 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 the Contractor may be deemed at any time to have any of the foregoing rights the Contractor agrees to assign and does hereby assign such rights to the Regional Council.

CONFLICT OF INTEREST: The Regional Council reserves the right to determine if a conflict of interest exists between the Contractor or their affiliates and the work of the Regional Council. The Contractor shall continue to disclose during the term of the contract to the Regional Council any situations in which potential conflict of interest could arise, present the facts of the situation and offer an opinion as to whether the situation involves a conflict. The Contractor shall agree to accept the decision of the Regional Council as to whether or not a conflict exists.