



REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL TO PROVIDE SALES, RENTAL AND MARKETING
SERVICES TO McHENRY COUNTY NEIGHBORHOOD STABILIZATION PROGRAM
McHENRY COUNTY, ILLINOIS

REQUIREMENT CRITERIA

Date of Release: August 1, 2011

Proposals Due: By Monday, August 15, 2011 at 4:00PM Central Standard Time
to
Community Development Division Office
667 Ware Road Suite 207
Woodstock, Illinois 60098

Proposals **MUST** be submitted per all enclosed requirements for consideration. Incomplete proposals will be rejected in entirety. Submission of proposal does not guarantee selection.

SECTION I Introduction

The McHenry County Department of Planning and Development-Community Development Division is soliciting Requests for Proposal (“Proposal”) from qualified entities and/or persons for the purpose of providing sales, rental, and marketing services for the Neighborhood Stabilization Program for McHenry County and related entities consistent with McHenry County, State of Illinois, and U.S. Department of Housing and Urban Development Requirements.

The County received a grant from the U.S. Department of Housing and Urban Development under the Neighborhood Stabilization Program (NSP) for the purpose of purchasing foreclosed and abandoned properties, rehabilitation, and resale in order to stabilize neighborhoods. In a partnership with a local developer, the County has purchased and developed properties that are available for resale, rental, or currently under construction. The County seeks an independent contractor to assist in the sale, rental and marketing of the properties that are currently under the program, and should the County acquire more properties for sale or rental, said independent contractor will be responsible for assisting in the County in sales transactions related to acquisition, along with final sale, rental if applicable, and marketing.

SECTION II General

A. Terms and Definitions

For the purposes of this RFP and the ensuing contract, the following terms and definitions will apply:

1. **NSP** – Neighborhood Stabilization Program
2. **HUD** - The United States Department of Housing and Urban Development
3. **County** - McHenry County
4. **Contractor/Independent Contracted party**-Respondent role if selected

B. Minimum Qualifications

Interested Respondents must meet all of the following criteria in order to be eligible for consideration. Failure to meet the criteria shall result in the immediate disqualification of a Respondent’s proposal. Eligible respondents may be a company, business entity, or sole person affiliated with a business entity or not. Regardless of affiliation, the Eligible Respondent(s) must have:

1. A minimum of five (5) years experience in real estate sales including three (3) years minimum experience with the sale of single-family homes.
2. Familiarity with federal affordable housing provisions including working with area median income restrictions.
3. Ability to review loan documents and assess potential buyer/rental ability to participate in the program.
4. Previous experience working with banks to secure financing.
5. If the Respondent is an entity that includes one or more persons to complete such work, all persons that will engage in such work on behalf of the entity must meet the minimum qualifications.

C. Submission and Selection Timeline

Submissions will be received, evaluated, and approved for selection according to the following:

Date	Activity
August 1, 2011	RFP Required Criteria Available
August 15, 2011 (4:00 PM CST)	Proposals Due
August 16, 2011	Evaluation of Proposals
August 17, 2011	Notification of Selection/Contracting
August 17, 2011	Begin contracting with Selected Proposal
July 1, 2012	Ending of Initial Contract*

*Contract is subject to amount of grant funds available for NSP related activities. The Contract may end earlier if all County NSP properties have been sold or rented and there are no more properties held as part of the NSP program. Contract may be extended if properties remain unsold or if new properties, acquired and held as part of the NSP Program, are to be sold or rented.

D. Submission Requirements

Submissions of Proposals are due in the Community Development Division office by **Monday, August 15, 2011 at 4:00 p.m. (CST)**. Late proposals will not be accepted. Proposals that do not meet minimum qualifications or submission requirements will be rejected. The office is located at 667 Ware Road, Suite 207, Woodstock, Illinois 60098. The mailing address is 2200 North Seminary Avenue, Woodstock, Illinois 60098. Proposals will **not** be accepted via e-mail or fax. Submissions should be directed to the attention of Maryanne Wanaski, Community Development Administrator. Two hard copies and one electronic .pdf version on a CD are required at time of submission. Hard copies must be single-sided and bound either with spiral binding or a binding device such as a clip; **do not use staples**. Please include a table of contents and tabs as applicable. The County reserves the right to request additional documentation from Respondents as required to evaluate the Proposal. The County will not be providing a formal template for submission; the respondent must include all necessary documentation to prove adequate compliance for the RFP requirements.

E. Right to Reject and Evaluate Proposals

The County reserves the right to reject any and all Proposals and waive any irregularities. The minimum requirements are for purposes of evaluation; Proposals that do not meet the minimum qualifications as outlined herein or address submission requirements will be rejected. Proposal evaluation will be completed by the Community Development Division and related entities that may include subcontracted parties.

F. Expenses

The County will not make payment for any expenses associated with the preparation or submission of this proposal, nor will such expenses be reimbursable if said Respondent is

selected for contacting at a future date. All materials submitted as part of the RFP become the property of the County.

G. Fees

The final fees as agreed upon via contract between the County and Respondent (selected) will not increase during the entire term of the contract unless agreed upon by both parties. Any fees that may be subject to increase must be defined as part of the RFP response and clearly outlined accordingly.

H. Addendums

If the RFP is revised for content or to provide clarifying information for all Respondents, addendums will be posted on the County website at:
<http://www.co.mchenry.il.us/departments/CommDev/Pages/index.aspx>

I. Term of Contract

Time limitations will be established in the contract and are reflected in the RFP.

SECTION III Scope of Services and Requirements

A. General Description

The County seeks an independent contractor to assist in the sale, rental and marketing of the properties that are currently under the program, and should the County acquire more properties for sale or rental, said independent contractor will be responsible for assisting in the County in sales transactions related to acquisition, along with final sale, rental if applicable, and marketing.

B. Required Services

The County is seeking services. Services required but not limited to:

Activities:

1. Coordination with realtors for the listing and showing of NSP properties. This includes working with realtors currently under contract for the program and the solicitation (procurement) and selection of new realtors if applicable.
2. Coordination with the County's designated counseling subrecipient(s) in regards to homebuyer counseling requirements.
3. Coordination with participating lenders, mortgage companies, attorneys and other parties as required in the completion of property sales.
4. Instructing NSP orientation sessions, which includes education of potential buyers regarding the program, subsidy available, income requirements, credit counseling requirements, and information regarding the stock of homes available.
5. Working with, as directed by the County, HUD technical assistance providers in the development of sales and marketing strategies.
6. Completion of closing procedures including the scheduling of closings and completion of documents in conjunction with the County NSP contracted attorney for each sale.
7. Maintenance of demographic beneficiary information for all participants in the program regardless of sale, rental or program completion.
8. Regular documentation of marketing efforts.
9. Interaction with prospective homebuyers and rental tenants.

10. Interaction with agencies at the direction of the County as prospective owners and managers of rental housing units.
11. Other program-related activities as directed by the County.

Delivery:

1. Contractor will have access to County equipment for printing and document generation.
2. County will not make payments for a personal phone line.
3. Contractor will complete sales and marketing progress tracking sheets for each property as required by County.
4. Contractor will not be reimbursed for mileage costs; County will at times provide transportation with another Division staff member as necessary for certain occurrences-attendance at closings and orientations as required to complete the above activities described herein are the sole responsibility of the Contractor.
5. Contractor will work a minimum of ten (10) hours per week at the site of the Division offices.

C. Background Information

Please provide a description of history in providing such services as outlined in the RFP and detail any experience directly related to serving persons of low-incomes. Additionally, provide documentation that satisfies the minimum qualifications in Section IIB. Please indicate if any employees (or persons if sole applicant) that would execute the terms of an Agreement of Contract, or Executives of your organization who currently share in any involvement with the County NSP Program, County HOME Program, or County CDBG Program. This includes, but is not limited to service for a Board or Commission related to an entity that receives federal grant funds for project work completed in the County. Finally, provide three references to establish credibility of the work required of this RFP. Current realtors or parties engaged with the NSP program may apply, however, if Respondent with NSP affiliation is selected, all current contracts related to the program will be immediately revoked.

D. Additional Information Requirements

Please provide a statement certifying the Proposal as submitted is in full understanding of the requirements of the RFP. Please indicate your organization's intent to indemnify and hold McHenry County and related officials and designees harmless from claims, costs and losses resulting from your negligence or breach of contract should such negligence or a breach occurs. Please provide a contact person name, direct phone number and direct e-mail for the Proposal that the County will contact for confirmation of receipt of Proposal, questions regarding Proposal and notice of award or declination.

E. Fee schedule

Provide a fee structure outlining a base per hour fee, separately outline any flat or percentage fees that may apply. The respondent will be paid a flat rate of \$10.00/hr for ten (10) hours of training as applicable to the program. This should not be included in the Proposal.

F. Resumes

Provide resumes of key employees related to the work of the project. Include a listing of work experience within the past five (5) years.

G. Equal Employment Opportunity Requirements

The successful Respondent will be required to certify compliance with Equal Employment Opportunity Regulations as defined by the County and 42 CFR 130.15(b), 41 CFR Chapter 60, and Executive Orders 11246, 11375, 12006 and said orders as amended.

H. Compliance

Will comply (whether a business entity or sole provider) with applicable federal statutes as per 24CFR Part 570 and 24 CFR Part 92 including:

1. Civil Rights

The Respondent agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, the Fair Housing Act, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 as amended by Executive Order 12259 (Equal Opportunity in Housing), Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of Laws for Faith-Based and Community Organizations).

2. Conflict of Interest

In the procurement of supplies, equipment, services, and construction work, the recipient shall conform to the Conflict of Interest provisions as outlined in 24 CFR Part 570.611 and 24 CFR Part 85.36 and 24 CFR Part 84.42 as applicable. Specifically, the Respondent, its employees or designees, agents, consultants or officials and directly related persons to aforementioned persons, that exercise any responsibility or attain knowledge related to the responsibilities of the activity as per this Agreement shall not have or gain a financial interest or any such benefit as a result of procurement or activities carried out as part of this Agreement.

3. Hatch Act

The Respondent agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Affirmative Action

The Respondent shall use its best efforts to obtain the participation of services, supplies, and other purchases from minority group members and women-owned businesses.

5. Section 504, Architectural Barriers Act of 1968; Americans with Disabilities Act

The Respondent acknowledges compliance with the Rehabilitation Act of 1973, specifically including Section 504 and as amended meaning the recipient shall not discriminate on the basis of a handicap in employment or in programs for qualified handicapped persons. Further, the recipient shall comply with the Architectural Barriers Act of 1968 and the Americans with Disabilities Act as related to the access of and construction of facilities or places as used or developed in part or whole and an activity governed under this Agreement for persons with disabilities. The ADA mandates that structurally-based architectural and communications barriers be removed, provided that the removal be readily achievable, easily accomplished and capable of being accomplished with little difficulty or expense.

6. Drug-free Workplace

The Respondent certifies it will provide a drug-free workplace (or if person, be compliant as a drug free contracted party) by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required as above;
- Notifying the employee in the statement required as above that, as a condition of employment under the grant, the employee will:
 - Abide by the terms of the statement; and
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notifying the Grantee within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
- Taking one of the following actions, within thirty (30) days of receiving notice with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - iii. Making a good faith effort to continue to maintain a drug-free workplace.

K. Insurance

The Respondent certifies in submitting a proposal that it is solely responsible for insurance and agrees to indemnify the County from any claims related to the conduct of work to be contracted as part of this RFP.