

County of Alleghany

Alleghany County Governmental Complex • 9212 Winterberry Avenue • Covington, VA 24426

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540/863-6600
Fax: 540/863-6606

Central Accounting
540/863-6610
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Parks & Recreation
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Public Works
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REQUEST FOR PROPOSALS

CDBG PLANNING AND MANAGEMENT ASSISTANCE SERVICES ALLEGHANY COUNTY, VIRGINIA

Alleghany County has secured 2017 CDBG Planning Grant funds from VDHCD to develop a comprehensive community development strategy for the Wrightsville Community in anticipation of a future Community Development Block Grant (CDBG) application. The County is soliciting Proposals for planning and management services including, but not limited to, assistance with gathering information for the CDBG application, pre-contract work, and management services for project implementation.

The full RFP may be obtained at <http://www.co.alleghany.va.us/request-for-proposals/> or by contacting the County Administrator's Office, 9212 Winterberry Avenue, Covington, VA 24426 (540-863-6600). Virginia Relay: 711. Proposals are due by 2:00 p.m. on May 16, 2018.

Alleghany County is an Equal Opportunity Employer. Minority and/or female owned business firms are encouraged to apply.

Jonathan A. Lanford, County Administrator

BOARD OF SUPERVISORS

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Boiling Springs District
{00256386.DOCX }

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1

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**REQUEST FOR PROPOSALS
CDBG PLANNING AND MANAGEMENT ASSISTANCE SERVICES
ALLEGHANY COUNTY, VIRGINIA**

A. PROJECT DESCRIPTION

The Wrightsville Community in Alleghany County is located off of I-64 (Exit 16) on Rt. 220. The project area is comprised of Coleman Street, a portion of E. Madison Street, and Wrightstown Avenue. There are twenty-four (24) buildings with nineteen (19) housing units. Of these, thirteen (13) are occupied, 6 units are vacant, one museum, one business, one non-profit, and one church. Infrastructure issues that may be potentially studied as a part of this process are problems with drainage, roads, and parking; sidewalk implementation; and utility improvements.

Alleghany County has been awarded a 2017 CDBG Planning Grant from the Virginia Department of Housing and Community Development (VDHCD) to determine the specific community development, housing, and infrastructure needs of the potential project area through input from the community and a project management team, completion of a needs assessment, and the gathering of other data and information from County staff and through professional assistance. The gathered data will allow for the development of a proposed improvement program and budget and the development of a competitive Community Development Block Grant (CDBG) application for submission to VDHCD.

In accordance with Federal Law 24 CFR, Part 85 and the Virginia Public Procurement Act, the County is soliciting Proposals from firms interested in providing planning and management assistance services. Services are to include, but not be limited to, public and management team meetings, a needs assessment, completion of the planning study, and assisting with the preparation of the CDBG application. With award of CDBG funding, services would include completion of all pre-contract work items and project management services related to project implementation.

The specific services required are described beginning on the following page.

B. SCOPE OF SERVICES

Planning Study

CDBG planning services will at a minimum include the following:

1. Citizen / Stakeholder Participation.
 - *Facilitate Management Team Meetings*

A Management Team has been identified for the target area that includes key stakeholders, community leaders, and County staff. The Management Team will work with community residents, planners, engineers, rehabilitation specialists, and others to define issues and formulate improvement strategies. The chosen planning consultant will assist the County as needed in facilitating the meetings of the Management Team.
 - *Facilitate Public Meetings and Public Hearings*

The planning consultant will facilitate two to three general public meetings to discuss issues, findings, and the proposed improvement program as well as facilitate the two public hearings required for approval of a CDBG application.
2. Needs Assessment.
 - *Field Survey & Mapping*

Conduct a field survey of the targeted area and prepare maps delineating the project area boundary, the physical environment (streets, utilities, drainage, sidewalks), residential and commercial building conditions (exterior only), and issues contributing to blighting conditions. Additional information about the area will be derived from data provided by the County and through input of the Management Team and public meeting participants.
 - *Property Owners Information*

Identify the owner of each parcel, the assessed value of both land and improvements, and record the data in tabular format.
 - *Housing Occupancy Survey*

A survey has been completed for all residents of the targeted neighborhood. The survey results, which have been tabulated, will be used to determine household characteristics as well as the need and demand for participating in a housing rehabilitation program.
3. Proposed Improvement Program. In conjunction with the Management Team and County staff, and using all data and information compiled, a proposed program of improvements will be prepared to be implemented using CDBG and leveraged funding including a budget for all activities. Program activities may include:
 - *Rehabilitation or substantial reconstruction of existing residential units.*
 - *Demolition of properties in dilapidated condition.*
 - *Temporary relocation of residents.*

- *Improvements to public utilities.*
 - *Improvements to streets, sidewalks, parking, and lighting.*
 - *Improvements to drainage.*
4. Coordination with Other Professionals Working on the Project. The Planning Consultant will provide a housing rehabilitation specialist acceptable to the County to assist with project planning. Along with County staff, the Planning Consultant will provide coordination to ensure that any Preliminary Engineering Report, Work Write-Ups, or other report, illustrative material, or cost estimate is supportive of project goals and formatted in a manner so as to be used in the CDBG application.
 5. Identification of Public and Private Leverage Resources. In order to adequately address all the needs in the target area, the County will need to incorporate sizable non-CDBG funding and other resources into the project. The sources of these funds/resources may include County funds, other state and federal funds, private dollars from residents, property owners, and local businesses, foundations, and community development non-profits. The Planning Consultant will help identify these resources and secure the necessary commitments and/or agreements needed to guarantee follow through on funding/resource commitments.
 6. Preliminary Program Designs & Participant Commitments. The Planning Consultant will develop preliminary program designs for a Housing Rehabilitation Program in a manner so as to be used in the CDBG application and secure (with assistance from local volunteers) preliminary commitments from property owners to participate in the program.
 7. CDBG Application. The Planning Consultant will assist with gathering information/attachments for the CDBG application in accordance with the proposed improvement program in a timely manner as needed for the required public hearings, Board of Supervisor approval, and for submittal to VDHCD.

Environmental Review and Required Pre-Contract Activities

In accordance with VDHCD requirements and the National Environmental Policy Act, the Planning Consultant will prepare an Environmental Review for the proposed project, including all required advertisements and hearings. The Planning Consultant will also assist with addressing VDHCD's other pre-contract requirements within 90 days of the County's submittal of the CDBG application. Before undertaking these activities, the Consultant will assist the County in seeking VDHCD's prior authorization to incur grant-eligible costs.

Project Implementation (if CIG funding is awarded)

All services under project implementation will be required only upon an actual award of CDBG funding to the County. Professional assistance will include all CDBG administrative and management services required to effectively implement the project on behalf of the County.

C. CONTENTS OF PROPOSAL

All respondents should submit a written Proposal to include information directly related to each of the selection criteria outlined in Section D herein. All information should be stated succinctly. Proposals, unless submitted by professional engineers or surveyors, should include estimates of costs or man-hours to perform the desired services. Three references should be included.

D. SELECTION PROCESS/CRITERIA

Proposals will be reviewed by the County's appointed selection committee based on the following selection criteria:

- General firm capabilities, experience, and history
- Familiarity with Virginia CDBG requirements.
- Familiarity with housing rehabilitation programs.
- Familiarity with Alleghany County.
- Experience and qualifications of assigned personnel.
- Ability to timely execute planning and management services.
- Performance on similar projects.
- Strength of three (3) references.

The firm, which best meets the criteria will be contacted for an interview and negotiation of scope of services and fees. The interview requirement may be waived at the selection committee's discretion. If a mutually agreed-upon contract is not reached, negotiations will begin with the next most qualified firm. Each phase (planning grant, environmental review/pre-contract activities, and project implementation) of the contract will be for a fixed-fee amount for specified work tasks. Payments to the consultant will be based on costs incurred and work tasks completed. Each responding firm will be notified of the final selection.

Alleghany County is an Equal Opportunity Employer. Proposals from minority, female-owned, and local firms/individuals are encouraged. All responding firms/individuals shall comply with Executive Order 11246.

E. INCURRING COSTS

Alleghany County is not liable for any cost incurred by contractors prior to issuance of a contract.

F. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing its Proposal, the offeror certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

G. COUNTY'S GENERAL TERMS AND CONDITIONS

Any contract resulting from this solicitation shall be subject to the County's General Terms and Conditions attached hereto as Exhibit A.

H. SUBMISSION

Three (3) copies of the proposal shall be submitted **by 2:00 p.m. on May 16, 2018** to Jonathan A. Lanford, County Administrator, 9212 Winterberry Avenue, Covington, VA 24426. The outside of the envelope must be marked "Proposal for Planning and Management Assistance Services, Wrightsville Community." Proposals received by telephone, facsimile, email, or after stated time and/or date will be considered non-responsive and not accepted.

Questions may be directed to Jonathan Lanford at (540) 863-6600 or via email at janford@co.alleghany.va.us. Virginia Relay: 711.

All submissions are final and may not be withdrawn. All Proposals submitted shall become the property of the County.

The County reserves the right to cancel with thirty (30) days written notice to the contractor and shall only be responsible for payment of services performed to date.

The right is reserved, as the interest of the County may require, to revise or amend the specifications prior to the date set for receiving proposals; this date may be postponed if deemed necessary by the County Administrator. Such revisions and amendments, if any, will be announced by written addendum to the specifications.

The County reserves the right to reject any or all proposals, to waive any technicalities in proposals received, to negotiate and to accept the proposal that shall be in the County's best interest.

-EQUAL OPPORTUNITY EMPLOYER-

EXHIBIT A

General Contract Terms and Conditions

- A. The General Contract Terms and Conditions shall set forth in the Contract.
- B. Taxes: The Consultant shall pay all county, city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the County and the Consultant, as the taxes shall be an obligation of the Consultant and not of the County, and the County shall be held harmless for same by the Consultant.
- C. Award of Contract:
1. The County reserves the right to reject any or all proposals.
 2. The successful Offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the County the contract forms and any other forms or bonds required by the RFP.
 3. The contract documents shall be subject to any regulations governed by the law of the Commonwealth of Virginia.
 4. Any contract resulting from this RFP is not assignable.
- D. Consultant's Performance:
1. The Consultant shall agree and covenant that its agents and employees shall comply with all county, state and federal laws, rules and regulations applicable to the business to be conducted under the contract.
 2. The Consultant 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.
 3. The Consultant shall cooperate with County officials in performing the contract work so that interference with normal programs will be held to a minimum.
 4. The Consultant shall be an independent contractor and shall not be an employee of the County.
- E. Employment Discrimination Prohibited:
1. During the performance of this contract, the Consultant agrees as follows:
 - a) The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification

reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b) The Consultant, in all solicitations or advertisements for employees, placed by or on behalf of the Consultant, shall state that such Consultant is an equal opportunity employer.
 - c) 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.
2. The Consultant shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provision will be binding upon each Subcontractor or vendor.

F. Consultant's Obligation to Pay Subcontractor(s):

- 1. The Consultant awarded the Contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to him by the County for work performed by his Subcontractor(s) under the Contract:
 - a) Pay the Subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the Subcontractor(s) under the Contract; or
 - b) Notify the County and Subcontractor(s), in writing, of his intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.
- 2. The Consultant shall pay interest to the Subcontractor(s) on all amounts owed by the Consultant that remain unpaid after seven (7) days following receipt by the Consultant of payment from the County for work performed by the Subcontractor(s) under the Contract, except for amounts withheld as allowed in subparagraph 17a(2) of this section. Interest shall accrue at the rate of one percent (1%) per month.
- 3. The Consultant shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor(s).
- 4. The Consultant's obligation to pay on interest charge to a Subcontractor(s) pursuant to the payment clause in this section may not be construed to be an obligation of the County. A contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

G. Compensation:

1. The Consultant shall be required to submit a complete itemized invoice on each delivery or service which they may perform under the Contract.
2. Payment will be rendered to the Consultant for satisfactory compliance with the Contract within thirty (30) days after the receipt of the proper invoice.

H. Termination:

1. Failure of the Consultant to comply with any section or part of this Contract will be considered grounds for termination of the contract by the County by giving thirty (30) days written notice. In the event, the County decides to terminate the Contract for "Breach of Contract" by the Consultant, the County will give the Consultant the notice period to cure the default.
2. Notwithstanding anything to the contrary contained in the Contract between the County and the Consultant, the County 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 Consultant.
3. If the termination clause is used by the County, the Consultant will be paid by the County for all scheduled work completed satisfactorily by the Consultant up to the termination date set in the written termination notice.