



# **REQUEST FOR PROPOSALS**

## **Statewide Housing Needs Assessment**

**ISSUANCE DATE**  
**November 1, 2018**

**SUBMISSION DEADLINE**  
**January 7, 2019**  
**4:00 PM EST**

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**WEST VIRGINIA HOUSING DEVELOPMENT FUND**  
**STATEWIDE HOUSING NEEDS ASSESSMENT**

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**SECTION 1: GENERAL INFORMATION AND SCHEDULE**

**1.1. Introduction:**

The West Virginia Housing Development Fund (the WVHDF or Agency), a public body corporate and governmental instrumentality of the State of West Virginia, is issuing this Solicitation as a request for proposal (RFP) seeking qualified candidates (Vendor) to prepare a Statewide Housing Needs Assessment for the State of West Virginia (WV) by conducting a data-driven housing assessment of the current and future housing needs in the State of WV, statewide and county by county. The purpose of the study is to provide the information and data required to direct both rental and homeownership housing strategies of the State.

The RFP is a procurement method in which Vendors submit proposals in response to the request for proposal. It requires an award to the highest scoring Vendor, rather than the lowest cost Vendor, based upon a technical evaluation of the Vendor's technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, Vendors offer a solution to the objectives, problems, or needs specified in the RFP and define how they intend to meet (or exceed) the RFP requirements.

**NOTE: IF YOU ARE INTERESTED OR POSSIBLY INTERESTED IN SUBMITTING A BID, YOU MUST SUBSCRIBE TO THE WV-HNA MAILING LIST. CLICK THE LINK AT THE TOP OF THE WEST VIRGINIA HOUSING DEVELOPMENT FUND WEBSITE ([WWW.WVHDF.COM](http://WWW.WVHDF.COM)) MARKED "RFP-INQUIRIES". THIS LIST WILL BE USED TO INFORM ALL INTERESTED PARTIES OF IMPORTANT INFORMATION RELATING TO THIS RFP.**

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**1.2. Request for Proposals (RFP) Schedule of Events:**

RFP Released to Public	November 1, 2018
Written Questions Submission Due	November 15, 2018; 4:00 pm EST
Conference Call, if necessary	TBD
Addendum Issued (Response to Questions)	No later than November 26, 2018
Proposal Submissions Due	January 7, 2019; 4:00 pm EST
Technical Bid Opening & Evaluation Begins	January 8, 2019
Oral Presentations	TBD
Cost Bid Opening & Evaluation Begins	Estimated January 14, 2019
Contract Award Made	No later than January 21, 2019
Execution of Contract for Services	No later than January 25, 2019
Kick-off meeting	No later than January 31, 2019

Due to the urgent need to address housing in the declared disaster areas, the county by county report on the twelve Declared Counties, as defined in section 4.1 below, will be due no later than May 31, 2019.

The final report inclusive of all 55 counties will be due no later than August 31, 2019.

Submit/Present Draft Report (for review)- 12 Declared Counties	No later than April 30, 2019
Final Report-12 Declared Counties	No later than May 31, 2019
Submit/Present Draft Report (for review)- Final Report	No later than July 31, 2019
Final Report	No later than August 31, 2019
Final Presentation	TBD

**SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

See Attachment A for Instructions to Vendors Submitting Bids.

**SECTION 3: GENERAL TERMS AND CONDITIONS**

See Attachment B for General Terms and Conditions.

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**SECTION 4: PROJECT SPECIFICATIONS**

**4.1. Background and Current Operating Environment:** The WVHDF is a public body corporate and governmental instrumentality of the State of West Virginia created by the State in 1968 to provide safe, decent, affordable housing for West Virginians.

The results of the Statewide Housing Needs Assessment will enable the WVHDF, and all stakeholders and interested members of the housing community, to better understand housing and housing-related service needs for low- and moderate-income households in order to prioritize needs, to develop effective program and policy responses, and to coordinate the use of Federal, State, and local resources. It will identify key housing issues for each of the 55 counties within the State of West Virginia (the State). This includes the housing needs in the 12 counties declared disaster areas from the severe flooding that occurred in June 2016: Clay, Fayette, Greenbrier, Jackson, Kanawha, Lincoln, Monroe, Nicholas, Pocahontas, Roane, Summers, and Webster (the Declared Counties).

**4.2. Project Goals and Requirements:** The Statewide Housing Needs Assessment should identify data on current housing types and trends in the State on a county by county basis for each of its 55 counties. This includes projections of future demographics and any changes in housing trends. The Vendor is to provide data related to the conditions, challenges, and opportunities in the State's housing market(s). The Vendor should describe its approach and methodology to meet the goals/objectives and requested data identified below.

**4.2.1. Goals and Objectives:** The project goals and objectives are listed below.

**4.2.1.1.** Define the existing housing stock within each County and the State.

**4.2.1.2.** Provide accurate demographics within each County and the State.

**4.2.1.3.** Identify the gap between statewide housing inventory and the State's current housing needs and projected housing for both rental and ownership over the next year, 5 years, 10 years, and 15 years, by County and State.

**4.2.1.4.** Analyze and compare the change in housing costs in the past three years, including how it compares to change in income.

**4.2.2. Mandatory Project Requirements:** The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. The Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification. The

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approach/methodology that the Vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

**4.2.2.1.** For each County and the State, analyze the existing housing stock in terms of supply, demand, condition, age, and type of housing available, and the cost of housing (market-rate, income restricted, etc.) for both rental and for sale/homeownership markets.

**4.2.2.2.** For each County and the State, list median housing rents, vacancy rates, and number of income restricted housing units compared to market-rate housing units at 0-30%, 31-60%, 61-80%, and 81% and above Area Median Income (AMI).

**4.2.2.3.** Based on the existing housing stock within the State and current demographics, identify and describe the housing gaps and overall demand/needs for housing. Include homeownership by first-time homebuyers, income restricted homeownership and rental opportunities (efficiency, one-bedroom, two-bedroom, three-bedroom, four-bedroom, single-family, duplex, multifamily, etc.), market-rate and income restricted home creation, absorption rates, and sales. For each, describe constraints and trends.

**4.2.2.4.** Calculate trends within the State for each target market by identifying the net gain, decline and demand of market rate, and income restricted housing (single-family, multifamily, for sale and for rent) utilizing the following AMI breaks: 0-30%, 31-60%, 61-80%, 81% and above.

**4.2.2.5.** Project the demand for additional units over the next year, 5 years, 10 years, and 15 years based on demographic trends. To the degree practical, identify potential need for additional units by income category (at 0-30%, 31-60%, 61-80%, and 81% and above AMI) and type of household (family vs. elderly).

**4.2.3. Other Project Requests:** The following items relate to the goals and objectives, and the Vendor should include information related to these items as a part of its submitted proposal. The Vendor should describe how it will comply with the request. The response to the request will be included in technical scores where appropriate.

**4.2.3.1.** To the extent reasonably possible, provide a list of the current residential rental housing stock (eight units or more) including, but not limited to, the property name, location, age, condition, unit mix by number of bedrooms, affordable or market rate, rent structure by number of bedrooms, occupancy levels by number of bedrooms, and waiting list by number of bedrooms.

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*Note: The WVHDF has information on certain residential rental properties that it will provide to assist the selected Vendor.*

**4.2.3.2.** Describe the significant characteristics of the current housing market and inventory within the County/State.

**4.2.3.3.** Analyze and compare the change in housing costs in the past three years, including how it compares to change in income.

**4.3. Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services similar to those requested in this RFP. Information and documentation should include, but is not limited to:

- Description of your organization’s capabilities in analyzing both regional and national trends,
- Proposed staffing plans,
- Copies of resumes and applicable certifications or degrees for all key personnel who will be directly involved in this project,
- References of at least three similar past projects completed (include: dates of performance, location and description of the services, Company name and phone number, project manager’s name and contact information),
- Sample of at least one, and no more than three, past housing assessment reports authored (preferably statewide),
- Other information that the Vendor deems relevant to the project, and
- A designated single point of contact for coordination of the project (name, phone number, email address).

Note: Subcontracting is not permitted, unless a request is made in writing to and approved by the WVHDF.

**4.4. Oral Presentations (Agency Option):** Following the initial review, the Agency has the option of requesting oral presentations from some or all Vendors participating in the RFP process. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information.

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**SECTION 5: VENDOR PROPOSAL**

- 5.1. Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.
- 5.2. Incurring Cost:** Neither the WVHDF nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to, preparation, delivery, or travel.
- 5.3. Proposal Format:** Vendors should provide responses in the format listed below:
- 5.3.1. Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposals must contain all cost information and must be submitted in a separate email from the technical proposal to facilitate a secondary cost proposal opening.
- 5.3.2. Technical Submission:** The technical portion of the RFP must be received by January 7, 2019; 4:00 pm EST and must include the following items.
- 5.3.2.1. Title Page:** Includes the RFP subject; Vendor's name, business address, telephone and fax numbers; contact person's name, telephone number and e-mail address; date of the proposal; and Vendor's signature and date.
- 5.3.2.2. Table of Contents:** Clearly identify the material by section and page number.
- 5.3.2.3. Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, restating the RFP request as a header in the proposal would be considered a clear reference.
- 5.3.2.4. Transmittal Letter:** A signed letter briefly stating the Vendor's understanding of the work to be done, the commitment to perform the work within the time period specified in the RFP, a statement why the Vendor believes to be best qualified to perform the service, and a statement that the proposal is a firm and irrevocable offer for 90 days.

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**5.3.2.5. Technical Proposal:** Must include the following elements:

**5.3.2.5.1. Introduction** – Including the Vendor’s approach to providing the requested data elements and format that the data will be delivered to the WVHDF.

**5.3.2.5.2. Project Requirements** – See section 4.

**5.3.2.5.3. Qualifications and Experience** – See section 4.3.

**5.3.2.5.4. Proposed Timeline** – Provide an expected timeline of deliverables. Provide the estimated time it will take to complete portions of the housing needs assessment, including the 12 Declared Counties. In evaluating Vendors for selection, preference will be given to the Vendor that commits to the completion of the report on the 12 Declared Counties at the earliest date, no later than May 31, 2019.

**5.3.2.5.5. Litigation Status** – Describe any and all material lawsuits, legal or administrative proceedings or governmental investigations, criminal actions or law enforcement activities (including those by federal, state, or local authorities, or self-regulatory organizations) or non-routine inquiries or investigations relating to you, your firm, or any of your affiliates, including any proceedings to which you, your firm, your affiliates or any of their respective officers, directors or employees are a named party or of which any of such has been the focus, that have occurred in the last three years or that are currently threatened, including whether you, your firm, or any of your affiliates, or their respective officers, directors or employees have been censured by any regulatory body. Describe any such circumstances and advise whether these investigations or proceedings will affect you or your firm’s ability to complete the proposed transaction and perform the services in this RFP.

**5.3.2.5.6. Conflict of Interest** – State whether the Vendor is or is not independent of the WVHDF and that the Vendor is or is not aware of any potential conflicts of interest (Attachment C).

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**5.3.3. Cost Bid Submission:** The cost bid portion of the RFP must be received by January 7, 2019; 4:00 pm EST and must include the following items.

**5.3.3.1. Cost Bid (Initial)** – Must include the following elements:

**5.3.3.1.1. Vendor’s Name**

**5.3.3.1.2. Legal Binding Certification** – The person signing the proposal is entitled to represent the Vendor, empowered to submit the bid, and authorized to sign a contract with the WVHDF.

**5.3.3.1.3. Rates, Hours, and Out-of-Pocket Expenses** – The dollar cost bid should include a schedule of professional fees and out-of-pocket expenses, presented in the format provided (Attachment D: Cost Sheet), that supports the total all-inclusive maximum price. Quoted costs should also include meetings with WVHDF staff and in person presentation of the main findings of the final report at the Agency’s office.

**5.3.3.2. Estimated Cost Bid (Possible Updates)** – In anticipation of future updates to this housing needs assessment, please include, as a separate price each, estimated costing to complete two additional housing needs assessments, in three-year increments. The first update would occur three years following the completion of the initial Statewide Housing Needs Assessment. The second update would occur three years following the first update. The Vendor’s submission of an estimate for possible updates to the housing needs assessment does not obligate the WVHDF to enter into a contract for the updates.

**5.4. Proposal Submission:** All proposals must be submitted to the WVHDF **prior** to the date and time stipulated in the RFP as the Proposal Submissions Due date. All submissions must be in accordance with the provisions listed in Attachment A: Instructions to Vendors Submitting Bids.

**5.5. Proposed Prices:** Proposed prices for the initial assessment must be effective for a period of 90 days after the RFP submission. Payments will be made upon completion and approval of all products, including the final presentation.

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**SECTION 6: EVALUATION AND AWARD**

**6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all the mandatory specifications required, attains the Minimum Acceptable Score (as defined below in section 6.5.1), attains the highest overall point score of all Vendors, and provides the best overall value, as determined by the WVHDF, shall be awarded the Contract.

**6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the Solicitation and information contained in the proposals submitted in response to the Solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 75 of the 100 points. Cost represents 25 of the 100 total points.

**Evaluation Point Allocation:**

Project Goals and Proposed Approach (Sec 4.2)

- Approach & Methodology to Goals/Objectives (25) Points Possible
- Approach & Methodology to Deliverables (25) Points Possible
- Other Project Requests (10) Points Possible

Qualifications and experience (Sec 4.3)

- Qualifications and Experience (8) Points Possible
- Past Performances (7) Points Possible

Total Technical Score: 75 Points Possible

Total Cost Score: 25 Points Possible

**Total Proposal Score: 100 Points Possible**

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- 6.3. Technical Bid Opening:** Technical proposals will be opened the day following the technical bid deadline and provided to the Agency evaluation committee for evaluation.
- 6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final recommendation to the Executive Director.
- 6.5. Proposal Disqualification:**
- 6.5.1. Minimum Acceptable Score (“MAS”):** Vendors must score a minimum of 70% (53 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All Vendor proposals not attaining the MAS will be disqualified.
  - 6.5.2. Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.
- 6.6. Cost Bid Opening:** After the technical evaluation has been completed and the Executive Director has approved the technical recommendation of the evaluation committee, all cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The Executive Director reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

- 6.7. Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Executive Director.

**Cost Evaluation Formula:** Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

**Step 1:**  $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

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**Step 2:** Cost Score Percentage X Points Allocated to Cost Proposal = **Total Cost Score**

**Example:**

Proposal 1 Cost is \$60,000

Proposal 2 Cost is \$75,000

Points Allocated to Cost Proposal is 25

Proposal 1: Step 1 –  $\$60,000 / \$60,000 =$  Cost Score Percentage of 1 (100%)  
Step 2 –  $1 \times 25 =$  Total Cost Score of 25

Proposal 2: Step 1 –  $\$60,000 / \$75,000 =$  Cost Score Percentage of 0.80 (80%)  
Step 2 –  $0.80 \times 25 =$  Total Cost Score of 20

**6.8. Availability of Information:** Proposal submissions and other documents become public records once submitted to the WVHDF and are subject to disclosure under the Freedom of Information Act, unless an exemption applies.

IF YOU SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE, NOTE AS SUCH.

**6.9. Acceptance of Vendor Proposal:** The WVHDF reserves the right to reject any and all proposals, to accept or reject any part of any proposal, or to waive informalities and minor irregularities in the proposals. Proposals which contain erasures, alterations, conditional proposals, omissions, or irregularities, may be rejected.

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By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Representative Name, Title)

\_\_\_\_\_  
(Contact Phone/Fax Number)

\_\_\_\_\_  
(Date)

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

- 1. INTERESTED PARTIES:** If you are interested or possibly interested in submitting a bid, you must subscribe to the WV HNA mailing list. Click the link at the top of the West Virginia Housing Development Fund website ([www.wvhdf.com](http://www.wvhdf.com)) marked "RFP-Inquiries". This list will be used to inform all interested parties of important information relating to this RFP.
- 2. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 3. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 4. PREBID MEETING:** A pre-bid meeting will not be held prior to bid opening for the Solicitation. However, depending on the amount of Vendor questions received by the deadline, the Agency at its discretion may schedule a conference call. Notification will be posted on the Agency's website and all interested parties that subscribed to the applicable mailing list will be notified via email.
- 5. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to the Solicitation to the Agency. Questions must be submitted in writing. All questions must be submitted on or before below's date and as listed in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding the Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have **WV Statewide HNA RFP-Questions** in the subject line.

Question Submission Deadline: November 15, 2018

Submit Questions to:

Dorothy K White		WVHDF Website
Federal Compliance Officer	or	<a href="http://www.wvhdf.com">www.wvhdf.com</a>
<a href="mailto:dwhite@wvhdf.com">dwhite@wvhdf.com</a>		Click "RFP-Inquiries"

- 6. BID SUBMISSION:** The Vendor must submit one original technical and one original cost proposal (hard copies) to the Agency on or before the date and time of the bid opening. In addition, all bids must be submitted electronically via email. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason. See submission addresses listed below.

**Technical Submission:**

Nate Testman, Senior Division Manager-Multifamily Lending  
WVHDF  
5710 Virginia Street, SE  
Charleston, WV 25314  
[ntestman@wvhdf.com](mailto:ntestman@wvhdf.com)

The technical portion of the RFP must be received by January 7, 2019; 4:00 pm EST. The submission must follow the format as described in Section 5: Vendor Proposal of the RFP.

**Cost Bid Submission:**

Dorothy K White, Federal Compliance Officer  
WVHDF  
5710 Virginia Street, SE  
Charleston, WV 25314  
[dwhite@wvhdf.com](mailto:dwhite@wvhdf.com)

The cost bid portion of the RFP must be received by January 7, 2019; 4:00 pm EST. The submission must follow the format as described in Section 5: Vendor Proposal of the RFP.

**7. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to the Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with the Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included as Attachment E to the RFP. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**8. BID FORMATTING:** The Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**9. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**10. ELECTRONIC FILE ACCESS RESTRICTIONS:** The Vendor must ensure that its submission can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. The Vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. The Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

**11. NON-RESPONSIBLE:** The Executive Director of the WVHDF reserves the right to reject the bid of any vendor when the Executive Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability necessary to assure good-faith performance.

**12. ACCEPTANCE/REJECTION:** The WVHDF reserves the right to reject any and all proposals, to accept or reject any part of any proposal, or to waive informalities and minor irregularities in the proposals. Proposals which contain erasures, alterations, conditional proposals, omissions, or irregularities, may be rejected.

**13. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** The Vendor's entire response to the Solicitation and the resulting Contract become public records once submitted to the WVHDF and are subject to disclosure under the Freedom of Information Act, unless an exemption applies.

IF YOU SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE, NOTE AS SUCH.

GENERAL TERMS AND CONDITIONS

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in the Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

- 2.1. **"Agency"** means the West Virginia Housing Development Fund (the WVHDF) that is identified on the first page of the Solicitation seeking to procure services under the Contract.
- 2.2. **"Bid" or "Proposal"** means the Vendors submitted response to this Solicitation.
- 2.3. **"Contract"** means the binding agreement that is entered into between the Agency and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. **"Award Document"** means the document signed by the Agency that identifies the Vendor as the Contract holder.
- 2.5. **"RFP"** means Request for Proposal.
- 2.6. **"Solicitation"** means the official notice of an opportunity to supply the WVHDF with services.
- 2.7. **"State"** means the State of West Virginia.
- 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation or the entity that has been awarded the Contract, as context requires.
- 2.9. **"West Virginia Housing Development Fund"** means the agency that is soliciting services under the Contract, also referred to as the WVHDF or Agency.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of the Contract, shall run from the issuance of the Award Document until all of services have been delivered.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of the Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. SERVICE:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**6. REQUIRED DOCUMENTS:** All of the items below must be provided to the Agency by the Vendor as specified below.

- **DATA / ANALYSIS / FINAL REPORT / RECOMMENDATIONS:** Information will become the property of the WVHDF in perpetuity and may not be used by the Vendor for any other set of studies without prior written approval.
- **DATA / ANALYSIS:** Information will be provided in written and electronic formats to create an on-going source for research and analysis on housing market trends. Uses of data should be documented and include a wider number of sources from local, regional, state, and national data sources.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**7. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of the Contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Required	Insurance	Amount per Occurrence (unless otherwise noted)	
√	Commercial General Liability	\$1,000,000	

**8. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**9. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to WVHDF that cannot be unilaterally withdrawn, signifies that the service proposed by the Vendor meets the mandatory requirements contained in the Solicitation for that service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**10. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by WVHDF. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from WVHDF in the Solicitation to do so, may result in bid disqualification.

**11. PAYMENT IN ARREARS:** Payment in advance is prohibited under the Contract. Payment may only be made after the delivery and acceptance of services. The Vendor shall submit invoices, in arrears.

**12. PAYMENT METHODS:** The Vendor must accept payment by electronic funds transfer.

**13. ADDITIONAL FEES:** The Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the Solicitation published by the WVHDF or included in the unit price or lump sum bid amount that the Vendor is required by the Solicitation to provide. Including such fees or charges as notes to the Solicitation may result in rejection of Vendor's bid. Requesting such fees or charges be paid after the Contract has been awarded may result in cancellation of the Contract.

The WVHDF will not reimburse the Vendor for any expenses incurred in connection with this RFP including, but not limited to, the cost of preparing the initial response and any additional information requested or travel expenses relating to an oral presentation, if requested.

**14. ADDITIONAL PROFESSIONAL SERVICES:** If it should become necessary for the WVHDF to request the Vendor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the Contract between the WVHDF and the Vendor. Any such additional work agreed to shall be performed at a cost using rates not to exceed the rates identified on Attachment D (Cost Sheet).

**15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The WVHDF is exempt from federal and state taxes and will not pay or reimburse such taxes.

**16. CANCELLATION:** The WVHDF reserves the right to cancel the Contract immediately upon written notice to the Vendor if the services supplied do not conform to the specifications contained in the Contract. The Agency may also cancel the Contract upon 30 days written notice to the Vendor.

**17. TIME:** Time is of the essence with regard to all matters of time and performance in the Contract.

**18. APPLICABLE LAW:** The Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**19. COMPLIANCE WITH LAWS:** The Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors approved by the WVHDF to provide commodities or services related to the Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**20. STATE PROCUREMENT:** The WVHDF is a fully self-supporting public body corporate and governmental instrumentality of the State of West Virginia and as such, receives no appropriations from the State of West Virginia, is not a State spending unit, nor is it required to purchase through the State purchasing office or follow procurement procedures.

**21. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in the Contract to the contrary, no modification of the Contract shall be binding without mutual written consent of the Agency and the Vendor.

**22. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of the Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**23. SUBSEQUENT FORMS:** The terms and conditions contained in the Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained therein.

**24. ASSIGNMENT:** Neither the Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the WVHDF.

**25. AGENCY EMPLOYEES:** Agency employees are not permitted to utilize the Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**26. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the WVHDF unless required to do so by law, and Vendor agrees to give the WVHDF immediate notice of any such request.

**27. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Proposal submissions and other documents become public records once submitted to the WVHDF and are subject to disclosure under the Freedom of Information Act, unless an exemption applies.

IF YOU SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE, NOTE AS SUCH.

**28. LICENSING:** Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities. The Vendor shall notify all subcontractors providing commodities or services related to the Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

The Vendor certifies by submission of a proposal that it is not a debarred, suspended, or ineligible contractor by any Agency of federal or State government. (No proposal received from a debarred, suspended or ineligible contractor will qualify for award).

**29. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document, the Vendor agrees to convey, sell, assign, or transfer to the WVHDF all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the WVHDF. Such assignment shall be made and become effective at the time the WVHDF tenders the initial payment to Vendor.

**30. VENDOR CERTIFICATIONS:** By signing its bid or entering into the Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that the Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. The Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of the Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer, or any documents related thereto on the Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**31. VENDOR RELATIONSHIP:** The relationship of the Vendor to the WVHDF shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the WVHDF for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the WVHDF and shall provide the Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**32. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the WVHDF, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**33. PURCHASING AFFIDAVIT:** Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the WVHDF affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state (Attachment F).

**34. CONFLICT OF INTEREST:** The Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. The Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the WVHDF. (Attachment C)

**35. REPORTS:** The Vendor shall provide the WVHDF with progress reports and any other documentation/reports that may be requested from time to time.

**DESIGNATED CONTACT:** The Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to the Contract.

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(Name, Title)

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(Printed Name and Title)

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(Address)

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(Phone Number) / (Fax Number)

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(E-mail address)

**CERTIFICATION AND SIGNATURE:** By signing below, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the WVHDF that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on the Vendor's behalf; that I am authorized to bind the Vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

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(Company)

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(Authorized Signature) (Representative Name, Title)

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(Printed Name and Title of Authorized Representative)

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(Date)

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(Phone Number)

(Fax Number)

**WEST VIRGINIA HOUSING DEVELOPMENT FUND  
VENDOR CONFLICT OF INTEREST DECLARATION**

Vendor, its officers, directors, members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder.

Vendor shall periodically inquire of its officers, directors, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail below to the WVHDF.

- I, as representative of the Company (the Vendor), presently do not have an interest, direct or indirect, which would conflict with or compromise the performance of our obligation under this contract, unless stated below.

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- To my knowledge, no officer, director, member or employee of the Company (the Vendor) presently has an interest, direct or indirect, which would conflict with or compromise the performance of our obligation under this contract, unless stated below.

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*I certify that this Certification has been examined by me and to the best of my knowledge and, to the best of my belief, are true, correct and complete as of \_\_\_\_\_. I further agree to notify the WVHDF of any changes of which I become aware.*

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**SIGNATURE**

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**PRINTED NAME**

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**TITLE**

**WV STATEWIDE HOUSING NEEDS ASSESSMENT  
COST SHEET**

Initial
Update 1
Update 2

VENDOR \_\_\_\_\_

	HOURS TOTAL	QUOTED HOURLY RATES	TOTALS
<b>PROFESSIONAL FEES:</b>			
• Partners/Directors		\$	\$
• Managers			
• Supervisory Staff			
• Staff			
• Other (specify): _____			
_____			
_____			
Total Professional Fees (See list of Services below)		(should agree to total below)	\$

<b>OUT OF POCKET EXPENSES:</b>			
• Meals			\$
• Lodging			
• Transportation			
• Other (specify): _____			
_____			
_____			
_____			
Total Out-of-Pocket Expenses			\$
<b>Total All-inclusive Maximum Price</b>			<b>\$</b>

NATURE OF SERVICES TO BE PROVIDED	PRICE
• _____	
• _____	
• _____	
• _____	
• _____	
• _____	
• _____	
	(should agree to total above) \$

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION TITLE:** WV STATEWIDE HOUSING NEEDS ASSESSMENT

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

**Addendum Numbers Received:**

*(Check the box next to each addendum received)*

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor’s representatives and any WVHDF personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.

PURCHASING AFFIDAVIT

ALL CONTRACTS: Neither the contract nor any renewal of the contract will be awarded to any Vendor or prospective Vendor when the Vendor or prospective Vendor or a related party to the Vendor or prospective Vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a Vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the Vendor has entered into a payment plan or agreement and the Vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code §23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any Vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the Vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a Vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the Vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither the Vendor nor any related party owe a debt as defined above and that neither the Vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
My Commission expires \_\_\_\_\_, 20\_\_\_\_.

AFFIX SEAL HERE

NOTARY PUBLIC \_\_\_\_\_