

COUNTY OF YUBA
REQUEST FOR PROPOSAL

*Real Estate Services
For
Neighborhood Stabilization Program 3*



PROPOSAL DUE DATE:

Monday, May 21, 2012, 5:00pm PST

The County of Yuba wishes to retain professional real estate services and associated home inspections, title and escrow services, and yard care services for the purpose of acquiring and reselling homes to be rehabilitated through Yuba County's Neighborhood Stabilization Program (NSP). The County's NSP has already been underway over the past two years and has acquired and rehabilitated over 25 homes within eligible census tracts in the Marysville, Linda, and Olivehurst areas and then resold the homes to income eligible families. The County has now been awarded a separate grant, dubbed NSP3, which will require the County to acquire, rehabilitate and resell approximately 45 homes over the next two years in census tracts primarily in the Linda area and to families with incomes less than 80% of the median.

The County plans to manage the rehabilitation portion of the process with existing staff, but is looking for the professional services necessary to properly acquire and resell the homes, preferably with all services bundled into one professional services agreement.

I. SCOPE OF WORK

Services to be provided to the County include:

- Identify foreclosed homes meeting the eligibility criteria of NSP3 (vacant for at least 90 days and within the eligible census tracts in Linda) and present them to County staff for review as soon as they become eligible.
- Conduct assessment of the property and position of the bank holding the property to determine an initial offer on the properties County staff identifies as wanting to pursue.
- Be the sole representative for the County as the buyer's agent on acquisition of homes.
- Aggressively work to gain acceptance of offers submitted to banks in order to close in a timely fashion.
- Coordinate title and escrow services in a convenient and expeditious manner, such as utilizing online and/or in person at the County's offices signing services. Provide title and escrow services for resale of the homes, and when available to do so (depends on bank holding foreclosed home), for acquisition of the homes. Ensure that all resale buyers are income eligible through the County's Housing Division and that a deed restriction is recorded upon resale. Title and escrow services shall include at a minimum; title insurance, issuance of title, title searches and reports, prepare and follow escrow instructions.
- Provide lead based paint and pest inspections for the acquisition and resale of the homes. Pest inspections shall evaluate the condition of the home at acquisition related to termite and pest damage, provide a description of the damage and remediation required, and upon repair of the damage (if any) by the County provide a Clearance Certificate. Lead based paint inspections shall be performed to meet NSP3 requirements by meeting the requirements outlined in Exhibit C of this RFP.
- Provide appraisal services for the acquisition of the homes that meet NSP3 requirements by meeting the requirements outlined in Exhibit B of this RFP. In addition, a second appraisal upon completion of rehabilitation to determine the County's initial asking price for resale.
- Provide written review of the acquisition appraisal. This is not a second appraisal, but an independent review from a third party that is familiar with real estate values confirming that the appraisal is reasonable.

- Provide recommendations on the County's rehabilitation work to ensure marketable resale of the homes including an initial onsite walk thru of the home with County staff and a review of the scope of work of the rehabilitation contract prior to bid.
- Upon acquisition of the homes through close of escrow on resale, provide general yard care services (weed/lawn control, ensure vegetation is watered, etc.) to ensure homes remain in presentable form. In addition, be able to provide on an as needed basis for additional services such as debris removal, and vandalism and security repairs on an actual cost plus mark up basis.
- Be the sole representative for the County as the seller's agent on the resale of the homes.
- Provide a comprehensive marketing strategy for the resale of the homes to ensure that the County is afforded the best opportunity possible to resell the homes quickly to eligible buyers.

II. STATEMENT OF QUALIFICATIONS

All submissions shall include the following information at a minimum:

- A profile outlining history, experience, size, and affiliations. Please emphasize relevance to County's NSP3 program to purchase, rehabilitate, and resell homes to individuals with incomes less than 80% of median.
- References from a minimum of three recent customers/clients, preferably with similar needs as the County in scope and size, including their contact information.
- The names and qualifications of key personnel to be assigned to this project.
- Description of how you plan to locate eligible homes to present to the County. Please include any special affiliations, associations, software or other tools available beyond the MLS.
- Description of how you plan to provide a comprehensive marketing strategy for the resale of the homes.
- Proof of valid State of California licensing for the professional services being provided.
- Description of fees for services to be provided.

III. ADDITIONAL REQUIREMENTS

- Selection will be made by a County Evaluation Team. The Evaluation Team, at its sole discretion, may deem it necessary to schedule presentations and/or interview applicants and key personnel. The County retains the right to interview applicants as part of the selection process. Members of the Evaluation Team are not to be contacted by the proposers.
- Furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured party in amounts requested by County and maintain such insurance during term of contract.

IV. EVALUATION CRITERIA

The County reserves the right to cancel this Request for Proposal for any reason without any liability or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, or offer of purchase. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all proposals at its sole

discretion. The contract, if awarded, will be awarded to the respondent whose proposal is considered the best value to the County utilizing the evaluation criteria contained in Exhibit D of this RFP and will be determined based on price, responsiveness, ability to locate properties suiting the needs of the NSP3, completeness of services provided, and responsibility:

- The lowest price is determined by the total cost to the County.
- Responsiveness means a respondent who has submitted a proposal that conforms to the solicitation documents in all material aspects.
- A responsible respondent shall mean a Company or Sole Proprietor who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.

Thus the result will not be determined based solely on price. Although price is a factor, the County will consider awarding the contract to the individual/firm that meets the best interest of the County as interpreted by the County.

V. PROPOSAL SUBMITTALS

Please include the following with your proposal in this order:

- RFP Form
- Statement of Qualifications
- References
- Description of Fees
- Key Employee Information

VI. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

- **Contract Term.** The term of the agreement resulting from this solicitation will be for two years, with two one year extensions at the County's option. The contract is expected to start in June 2012.
- **Project Schedule.** Upon receipt of proposals, and suitable review, County expects to make a selection within two weeks. Once selected, Company and County will complete contract and agree upon start date.
- **Contract Form.** The final contract will incorporate the appropriate terms and conditions from this solicitation.

- **References.** To receive consideration, proposals must clearly and specifically address how the requirements for each item will be met. Proposal must include a minimum of three references including contact information.
- **Submittal Instructions:** Before submitting a proposal, Contractors shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. The most current RFP Document, Amendments, and Notices are available on the County website: www.co.yuba.ca.us (Follow the link to "Online Services" on the left and click "Current Solicitations") or by requesting a copy in person. **THREE** proposals must be submitted in a sealed envelope, clearly marked "**County Real Estate Services for NSP3**" to:

Yuba County Community Development and Services Agency
 Attn: Sandy Williams
 915 Eighth Street, Suite 123
 Marysville, California 95901

No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.

- **Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than **Monday, May 21, 2012 at 5:00pm**. A proposal may be withdrawn by written request received from the County prior to the time set for the closing date.
- **Proposal Validity.** Proposals must be valid for a period of not less than ninety days after the solicitation closing date.

VII EXHIBITS

Exhibit A – Insurance Requirements
 Exhibit B – NSP Appraisals
 Exhibit C – NSP Lead-Based Paint Inspection and Risk Assessment
 Exhibit D – Evaluation Criteria
 Exhibit E – Notice of Request for Proposal for Real Estate Services

Questions?

Please send via email (preferred) or by phone to Sandy Williams (slwilliams@co.yuba.ca.us or 749-5430) by 2:00pm PST on Tuesday, May 15, 2012.
 Neighborhood Stabilization Program website:

<http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/>

<http://www.hcd.ca.gov/fa/nsp/>

**COUNTY OF YUBA
REQUEST FOR PROPOSAL FORM**

(This form should be included with your Proposal)

The undersigned has carefully checked all figures in his/her proposal and understands the County of Yuba will not be responsible for any errors or omissions in preparing this proposal. The proposal shall remain valid for any and all services provided for a period of sixty days.

RFP NAME: REAL ESTATE SERVICES FOR NSP3

FIRM NAME: _____

CONTACT NAME: _____

ADDRESS OF FIRM: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

FEDERAL ID NUMBER: _____

LICENSE NUMBER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

Exhibit A - Insurance Requirements for Contractors/Consultants

1. **MINIMUM SCOPE OF INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

1.1. **Coverage shall be at least as broad as:**

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01)
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance is required, with a coverage form subject to COUNTY approval.

1.2. **Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than:

1. General Liability: (including operations products and completed operations, as applicable.)	\$1,000,000	Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	\$1,000,000	Per accident for bodily injury and property damage.
3. Workers' Compensation:	As required by the State of California	
4. Employer's Liability:	\$1,000,000	Each accident, \$1,000,000 policy limit bodily by disease, \$1,000,000 each employee bodily injury by disease.
5. Errors & Omissions Liability:	\$1,000,000	Per occurrence.

1.3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the

COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

1.4. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The COUNTY, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased or borrowed by the CONTRACTOR.
- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONTRACTORs insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

2. Waiver of Subrogation. CONTRACTOR hereby agrees to waive subrogation which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

4. Verification of Coverage. CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the COUNTY or on other than the COUNTY's forms provided those endorsements conform to COUNTY requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

5. Sub-Contractors. CONTRACTOR shall require and verify that all sub-contactors maintain insurance meeting all the requirements stated herein.

Exhibit B - NSP Appraisals

Acquisitions financed with NSP grant funds are subject to the URA, and its implementing regulations at 49 CFR Part 24. The following guidance on appraisals pertains to acquisitions of foreclosed upon homes and residential properties which meet the applicable voluntary acquisition requirements of 49 CFR 24.101 (b) and reflects applicable URA requirements and the NSP requirements, including the URA appraisal requirements of 49 CFR 24.103.

1. The County, through the County's Realtor, must ensure that the owner is informed in writing of what the County believes to be the market value of the property; and that the County will not acquire the property if negotiations fail to result in an amicable agreement (see 49 CFR 24.101(b)(1) & (b)(2)).
2. The County, through the County's Realtor, must ensure that the purchase price includes a discount from the value established by an appraisal that meets the following requirements:
 - a. The appraisal must have been completed within 60 days of the final *offer* made for the property, and the purchase price shall be at least 1 % below the appraised value.
 - b. The appraisal must meet the URA definition of an appraisal (see 49 CFR 24.2(a)(3) and the five following requirements (see 49 CFR 24.1 03(a)(2)):
 - i. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.
 - ii. All relevant and reliable approaches to value. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
 - iii. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
 - iv. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
 - v. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

- c. The appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner.
 - d. If the owner of a real property improvement is permitted to retain it for removal from the project site, the amount to be offered for the interest in the real property to be acquired shall be not less than the difference between the amount determined to be just compensation for the owner's entire interest in the real property and the salvage value (defined at §24.2(a)(24)) of the retained improvement.
3. The appraiser shall be State licensed or certified in accordance with title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) (12 U.S.C. 3331 et seq.).

Exhibit C - NSP Lead-Based Paint Inspection and Risk Assessment

NSP requires a Lead-Based Paint Inspection and Risk Assessment using U.S. Environmental Protection Agency (EPA) protocol and U.S. Housing and Urban Development (HUD) guidelines for the Evaluation and Control of Lead-Based Paint hazards.

The specific request is for a Lead-Based Paint Inspector and Risk Assessor to address Lead Hazard Reduction. The minimum requirement is:

- EPA certification and California State license
- Access to an X-Ray Fluorescence (XRF) instrument

Acceptable candidates would possess the following minimum experience and knowledge:

- Knowledge of HUD regulation 1012-1013
- Knowledge of cost per unit for risk assessment and clearance examination
- Willingness to supervise staff after completion of Lead Sampling Technician Certification
- Willingness to discuss control options with rehab staff prior to issuance of final report
- Understanding of housing rehabilitation
- Use of standard specifications for lead hazard reduction
- Specific knowledge related to LBP surveys of properties built before 1/1/78
 1. REGULATORY STANDARDS: HUD: U. S. Department of Housing and Urban Development regulations (24 CFR Part 570). HUD: U. S. Department of Housing and Urban Development regulations (24 CFR Part 35). HUD: HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing. TITLE X: Title X -Residential Lead-Based Paint Hazard Reduction Act of 1992. EPA: U.S. Environment Protection Agency regulations (40 CFR Part 745). OSHA: Occupational Safety and Health Administration regulations (29 CFR Part 1926).
- Provide written evidence (copies of current EPA certificates) to show that either a principal or an employee of the firm holds the following:

Inspector Certification: EPA certified lead-based paint inspector according to 40 CFR Part 745.226(b)(1). The inspector must possess an EPA certificate evidencing that he or she has successfully completed an accredited course, received a course completion certificate from an accredited training program, passed the appropriate certification exam, and met the appropriate experience and/or education requirements. (Note: an inspector with interim certification shall not be deemed to have met this requirement).

Risk Assessor Certification: EPA certified lead-based paint risk assessor according to 40 CFR Part 745.226(b)(1). The risk assessor must possess an EPA certificate evidencing that he or she has successfully completed an accredited course, received a course completion certificate
- Draft of Notice of Lead Hazard Reduction and Clearance Report

All rehabilitation projects are projected to exceed \$5,000.

**Exhibit D
PROPOSAL EVALUATION CRITERIA**

Consultant/Firm Name: _____

Each proposal will be evaluated on the basis of the following criteria and assigned a numerical score. A minimum score of 75 is required for applicants to be placed on the list for further consideration.

Evaluation Criteria	Points Possible
Real Estate Experience	50
<ul style="list-style-type: none"> • Experience with acquiring foreclosed homes in Yuba County. • Experience selling homes to the NSP targeted demographic in Yuba County. • Cost Reasonableness. 	
Title and Escrow Experience	20
<ul style="list-style-type: none"> • Experience with providing title reports and title insurance on homes in Yuba County. • Experience with completing escrow instructions for homes participating in a HUD program. • Cost Reasonableness. 	
Appraisal Experience	15
<ul style="list-style-type: none"> • Experience providing appraisals meeting HUD requirements. • Experience providing appraisals on foreclosed homes in Yuba County. • Cost Reasonableness. 	
Pest Inspection	5
<ul style="list-style-type: none"> • Experience providing pest inspections meeting HUD requirements. • Cost Reasonableness. 	
Lead Based Paint Inspection	5
<ul style="list-style-type: none"> • Experience providing lead based paint inspections meeting HUD requirements. • Cost Reasonableness. 	
Yard Maintenance	5
<ul style="list-style-type: none"> • Capacity to provide services. • Cost Reasonableness. 	

100 Total Points Possible	Proposal Score

Notes: _____

Rating Committee Member Signature: _____
 Date: _____

Exhibit E – Notice of Request for Proposal for Real Estate Services

NOTICE OF REQUEST FOR PROPOSAL FOR REAL ESTATE SERVICES

Notice is hereby given that the County of Yuba is seeking proposals for Real Estate Services for the County's Neighborhood Stabilization Program 3. The purpose of the program is to acquire foreclosed homes, rehabilitate the homes and then resell the homes to income eligible persons. The program anticipates acquiring and reselling approximately 45 homes over the next two years within eligible census tracts in the Linda area. The services being solicited by this Request for Proposal (RFP) are for the realtor, title, escrow, pest inspection, lead based paint inspection, and yard maintenance associated with acquiring and reselling the homes.

Interested parties must obtain a copy of the RFP, "Real Estate Services for Neighborhood Stabilization Program 3" prior to submitting a proposal. The most current RFP Document, Amendments, and Notices are available on the County website: www.co.yuba.ca.us (Follow the link to "Online Services" on the left and click "Current Solicitations") or by requesting a copy in person from:

Yuba County Community Development and Services Agency
915 8th Street, Suite 123
Marysville, California 95901

Proposals are due Monday, May 21, 2012 at 5:00 pm. Questions must be submitted in writing no later than Tuesday, May 15, 2012 to Sandy Williams, (530) 749-5430 or slwilliams@co.yuba.ca.us