REQUEST FOR PROPOSALS:

RESIDENTIAL RENTAL PROPERTY MANAGEMENT

RFP Number: PUR1019

PROPOSAL Due Date: February 4, 2020 at 2:00 PM

Sealed proposals will be received by the Purchasing Division of the City of Rock Hill, South Carolina until 2:00 PM local time on February 4, 2020 at which time the names of proposing companies will be recorded and read aloud. All companies submitting proposals are welcome to attend, but attendance is not mandatory. The list of proposing companies will be posted on our website, www.cityofrockhill.com, after the proposal due date.

The proposal due date is promptly at the appointed time in the Purchasing Office, located at the City Operation Center, 757 S. Anderson Rd. Building 103, Rock Hill, SC 29730. No proposals may be submitted after the due date. Proposals must be in the Purchasing Conference room at the time of the due date and it is the sole responsibility of the proposing company to ensure that the proposal arrives in the correct place on time. **Emailed proposals will not be accepted.**

Proposals must be delivered to Tom Stanford, Operations Center Purchasing Office,757 S. Anderson Rd., Building 103, Rock Hill, SC 29730 prior to the appointed time of the due date. The City is not responsible for proposals delayed in the mail.

Request for Proposals

1.0 Purpose

The City of Rock Hill, South Carolina and Housing Development Corporation of Rock Hill (HDCRH) are seeking competitive proposals from qualified companies to provide the City and HDCRH with rental management companies to manage the rental of 17 homes owned by the Housing Development Corporation of Rock Hill, and 4 properties owned by the City of Rock Hill. New properties may be added or removed throughout the life of the contract. Three separate ledgers must be maintained, and three checks issued, according to program regulations. The properties have been acquired through a variety of sources, including state and federal grants, and are used for rental to those at or below 80% Area Median Income. Monthly rents range from $240 to $900.

The term of this agreement is for 12 months, beginning on April 1, 2020 with two 12 month options, if options are exercised. The City of Rock Hill Housing and Neighborhood Services Department is responsible for this project.

The purpose of this Request for Qualifications and Request for Proposal is to obtain information about the credentials, ability, and rates of companies interested in doing the rental property management described herein. Those responding should do so in writing to all items where a response is requested.

2.0 Competition Intended

The process of responding to this Request for Proposal (RFP) should involve interested companies reviewing and analyzing the information provided herein and responding in writing to any and all items where a response is requested.

3.0 Discrepancies and Questions

Should the proposing company have questions, find discrepancies in the plans and/or specifications, or be in doubt as to the meaning or intent of any part thereof, the company shall request clarification from the City and HDCRH in writing, not later than five (5) working days prior to the bid opening. These requests should be emailed to tom.stanford@cityofrockhill.com.

All questions will be answered and any changes will be communicated through a written addendum and posted to the City's website. It is the responsibility of the company to check the website for any of this information prior to submitting a proposal. Failure to request such clarification is a waiver of any claim by the company for additional expenses because its interpretation was different from the City's.

4.0 Proposer's Minimum Qualification

A qualified company is defined for this purpose as one who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance, and service contained within this RFP.

5.0 Instructions to Proposers

5.1 Definitions:

5.1.1 Proposer/Company: This term is used to encompass the party seeking to have an agreement with the City of Rock Hill and the Housing Development Corporation of Rock Hill.

5.1.2 City: This term is defined as the City of Rock Hill, South Carolina. All communications relating to the request for proposal process or the resulting purchase should be directed to the City's Purchasing Office or to their designated contact.

5.1.3 Purchase: This term means the agreement to be executed by the City, the HDCRH and the successful company.

5.2 Proposal Preparation: All proposal responses shall be:

5.2.1 Prepared and submitted on the forms enclosed herein, unless otherwise prescribed.

5.2.2 Typewritten or completed in ink, signed by the proposing company's authorized representative with all erasures or corrections initialed and dated by said signer.

5.2.3 Each proposal constitutes an offer and may not be withdrawn except as provided herein. Prices are to remain firm for the period stated in the Request for Proposal.

5.2.4 Each proposal shall include the name, address, telephone number and e-mail address of at least three (3) current customers for whom they have provided similar products. These references may be contacted, and if so, their responses will constitute a significant part in the proposal evaluation process.

5.2.5 The City of Rock Hill and HDCRH assume no responsibility for costs incurred in responding to this RFP.

5.3 Proposal Submission: Provide three (3) identical paper copies of the proposal (including any attachments) Response shall be:

5.3.1 Submitted in a single sealed envelope with the following information written on the outside of the envelope:

- The name of the proposing company;
- Identification of project being proposed;
- Due date and time of proposals.

5.3.2 Delivered to the address shown in the RFP for receipt by the City by the stated deadline.

5.3.3 Proposals not received by the time and date specified will not be opened or considered, unless the delay is a result of the City, its agents, or assigns.

5.3.4 All proposals must be in a sealed envelope and marked "**PUR1019**, **Residential Rental Property Management; OPEN February 4, 2020 at**

2:00 PM." The City assumes no responsibility for unmarked or improperly marked envelopes.

5.3.5 No proposal may be withdrawn for a period of sixty (60) calendar days after the due date, unless approved in writing by the Purchasing Office.

5.3.6 All proposals must be approved by the Rock Hill City Manager and the department(s) in charge of the project.

5.3.7 Failing an agreement, the City may reject all bids and resubmit for new bids or make any other decisions it deems to be in its own best interest.

5.4 Failure to Propose: Any company which does not desire to offer a proposal should submit to the City a letter stating a reason for not proposing and whether the company desires to be retained or removed from the City's list for future solicitations.

5.5 Errors in Proposal: Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the company's own risk. In case of error in extension of prices in the proposal, the unit price shall govern. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. The City reserves the right to waive any informalities, technical defects, and minor irregularities in proposals received.

5.6 Award Criteria: The award shall be made to a company who submits the highest scoring proposal, taking into consideration product quality, past performance, and compliance with the stated terms, conditions, and specifications. Notwithstanding the foregoing, the City of Rock Hill reserves the right to reject any or all proposals, to accept any proposal submitted, to waive any informality and to negotiate with the highest scoring company or companies on any changes which the City of Rock Hill considers necessary or desirable for their own interests. The City alone shall make such determination. In addition, City of Rock Hill's Purchasing Policies and Procedures Manual, as amended or supplemented from time to time are hereby incorporated by this reference and shall be applicable to this Request for Proposal and the City reserves all alternatives, terms and conditions as set forth therein.

5.7 Compliance with laws: The successful proposer shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance, and comply with all other standards or regulations required by federal, state, county, or City statute, ordinances, and rules during the performance of any purchase between the company and the City. Any such requirement specifically set forth in any purchase document between the company and the City shall be supplementary to this section and not in substitution thereof.

5.8 Suspension and Debarment: The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this

transaction by any federal, state or local agency. Where the Bidder is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

5.9 Subcontractors: The awarded company agrees that they shall not delegate, subcontract or assign all or any portion of the project to any third party without the express written consent of the City and HDCRH.

5.10 Brand Name: The use of a brand name is for the sole purpose of describing the standard of quality, performance, and a characteristic desired and is not intended to limit or restrict competition.

5.11 Local Providers: Companies submitting proposals should keep in mind the City's goal of supporting local businesses and supply houses for materials and labor whenever practicable, so long as pricing and other contract conditions are not adversely affected.

6.0 Scope of Services

The following services will be requested from the selected real estate management firm:

6.1 Collect all rents on a monthly basis as well as escrow deposits.

6.2 Provide monthly reports of all financial transactions to the City and HDCRH with details for each property.

6.3 Provide timely quarterly reports for submission to the City of Rock Hill, HDCRH, State Housing, and/or HUD.

6.4 Conduct screening on applicants. Screening will include but is not necessarily limited to credit history, criminal background, and payment history. Income verification will be done by HDCRH staff.

6.5 Comply with the Fair Housing Act as Amended, Section 504 of the Rehabilitation Act, and all other local, state and federal applicable laws.

6.6 Act in accordance with the Affirmative Marketing Plan and Tenant Selection Policy (both attached).

6.7 Repairs: Management Company can make repairs without City and HDCRH approval in the amount of $250.00 or less, though notice shall be provided as practical beforehand, but no later than 3 business days after work is done. Repairs or maintenance in the amount of $251.00 or above must be approved by City or HDCRH staff, after written estimate is presented.

6.8 Emergency repairs in the amount of $251.00 and above can be approved by

City or HDCRH staff without written estimates. Immediate notification of emergency repairs is required.

6.9 All subcontractors for repair work must have a City of Rock Hill business license along with the appropriate contractor's license.

6.10 Serve as the point of contact for all tenant communications and inquiries from the general public.

6.11 Provide written notification of all eviction proceedings and regular written updates throughout the eviction process.

6.12 Provide written notification of late rental payments.

6.13 Provide copies of all written communications with current tenants.

6.14 Provide documentation of advertising methods used to recruit tenants for unoccupied units.

6.15 Provide copies of the current waiting list monthly.

6.16 Issue written citations to current tenants for rule violations.

6.17 City of Rock Hill and HDCRH reserves the right to add or delete properties at any time with no penalties assessed by the contractor.

7.0 Proposal Format

To facilitate review of your proposal by the City of Rock Hill and HDCRH, it is requested that your submission conform to the following format. The Statement of Qualifications shall not exceed twenty (20) pages, including the cover, back page, letters of introduction and table of contents. Clear, external binder pages shall not be included in the page count. Font size shall be no smaller than ten (10). Statement of Qualifications exceeding the twenty (20) page count may be returned and not considered, at the sole discretion of the City of Rock Hill and HDCRH

7.1 Coversheet: List PUR number and title, the name of your company, and the name, address and telephone number of a contact person for questions concerning the proposal submitted.

7.2 Qualifications & Experience of the Company: Brief history and organization of the company, legal entity that will enter into the contract, location of the office where the work will be performed, and the name and title of the person that is authorized to enter into a master contract agreement (must be an officer, partner or member of the company). List any sub-consultants that will support your company, if any. Provide a narrative of your company's prior experience and qualifications as it pertains to the

Scope of Work and provide a list of projects with similar scopes. Please also provide any information regarding familiarity and experience with income designated housing and general grant reporting.

7.3 Licensure: All companies submitting bids should be licensed to lease residential real estate within the State of South Carolina.

7.4 Project Management, Approach to the Project & Quality Control: Demonstrate project management, approach to the project and quality control methods that will be employed by your company. This section shall also include an organizational chart for each team member (including sub-consultant supervisors) and list their roles with responsibilities.

7.5 Capacity and Response Capability: Provide a statement of your company's current workload and capacity to meet the project schedules. Please include a plan (including time schedule) to respond to tenet issues, such as maintenance requests, etc.

7.6 References: Provide the name, address and telephone number of at least five (5) references familiar with the quality of work done by your company of similar nature as contained in the above Scope of Work. By submission of the references, you are authorizing the City of Rock Hill and HDCRH to contact these references.

7.7 Legal, Safety, Insurance, and Financial: The company's submittal shall provide documentation of any history of litigation associated with project performance or professional liability during the past ten years. A short statement of any safety problems that the company may have encountered in projects designed or inspected. A statement or other information to describe the company's general financial standing and current insurance coverage.

7.8 Other Supporting Data: Include any other information you feel to be relevant to the selection of your company.

8.0 Evaluation

8.1 All responses are subject to a determination of "responsive" and "responsible" prior to award. The City and HDCRH are the sole judges as to the proposer's "responsiveness" and "responsibility." The City and HDCRH reserve the right to request additional information.

8.2 The City and HDCRH will review all proposals and reserve the right to request necessary modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the City's best interests.

8.3 The City and HDCRH's evaluation team may elect to interview one or more proposing companies before making an award. The City shall not reimburse the

company for the costs associated with the interview process. The City of Rock Hill and HDCRH assume no responsibility for costs incurred in responding to this RFP.

8.4 The City and HDCRH's evaluation team may elect to first rank proposals with a simple numeric score and then detail score only the top tier of proposals.

8.5 The City and HDCRH will evaluate responses on a weighted evaluation system. The categories and points assigned for each category are below:

- Experience, Past Projects, References – 25 Points
- Approach to Project, Capacity – 25 Points
- Price – 25 Points
- Responsiveness to Tenet Issues – 25 Points

9.0 Terms & Conditions

9.1 Insurance: Company agrees that Company shall keep and maintain general automobile liability insurance in the amount of $ 1,000,000 per occurrence for each vehicle and $1,000,000 in aggregate for all vehicles which Company brings onto City property or use in any manner in the provision of services, including transportation to and from the site (s) where the services are rendered; and Company further agrees that Company shall maintain general liability insurance in the amount of at least $1,000,000 per incident/occurrence and $1,000,000 in aggregate for all incidents/occurrence during the policy period; and Company agrees that Company shall maintain Worker's Compensation Insurance on all of the Company's employees. In no event shall Company serve as self-insurer for the purpose of Workers Compensation Insurance.

Company also agrees that Company shall provide, in a form acceptable to City, certificates of Worker's Compensation Insurance, Automobile Liability Insurance and General Liability Insurance.

9.2 Illegal Immigration Reform Act Compliance: The contractor certifies that the contractor will comply with the requirements of Chapter 14, Title 8 of the South Carolina Code of Laws titled Unauthorized Aliens and Public Employment and agrees to provide to the City of Rock Hill any documentation required to establish either; (a) the applicability of such law to the contractor, subcontractor, and sub-subcontractor; or (b) the compliance with this law by the contractor and any subcontractors or sub-subcontractors.

9.3 Indemnification: Company shall indemnify and hold City harmless from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by City, to the extent arising from Company's or its Contractors' negligent performance of the Services under this Agreement, intentional misconduct, negligent acts or omissions, or breach of any term, covenant, representation or warranty of this Agreement.

9.4 Freedom of Information Act: All proposals will be public information, per FOIA guidelines.

9.5 Agreement: The selected companies will be required to use the City of Rock Hill's standard agreement.

9.6 Non Appropriation of Funds: This Agreement shall be subject to the availability and appropriation of funds by Management, and City Council. If the Council does not appropriate the funding needed by the City to make payments under this Agreement for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Agreement.

9.7 WMBE Statement: It is the policy of the City of Rock Hill to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina.

It is further the policy of the City of Rock Hill to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status.

It is further the policy of the City of Rock Hill to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

9.8 City Business License: The successful company, prior to execution of the contract, must possess or obtain a City of Rock Hill business license. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the company is not currently doing other business inside the City limits. If the company is currently doing other business within the City limits of Rock Hill, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the City limits. Contact the City Business License Office at 803-329-5590 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Rock Hill.

9.9 Excluded Companies: Proposals from companies may be excluded for any of the following reasons:

- Reason to believe collusion exists among the companies
- The company is involved in any litigation against the City or HDCRH

- The company is in arrears on any existing contract or has defaulted on a previous contract with the City or HDCRH
- Lack of financial stability
- Failure to perform under previous or present contracts with the City or HDCRH
- Is currently debarred by the State of South Carolina Procurement Services

Excluded Vendors/Companies can resubmit complete company information with references for city review after a minimum of one year from the last excluded bid/proposal. City will contact Vendor/Company with its decision within 30 days of company information submittal. City and HDCRH reserve the right to include or exclude said Vendor/Company based on findings.

9.10 Local Purchasing: It is the intent of the City of Rock Hill to promote the use of local businesses and hiring citizens living within the local Rock Hill/York County area when possible.

9.10.1 Local vendors, services, contractors, companies and businesses (Rock Hill/York County) with a valid city of Rock Hill business license may have the opportunity to receive a 3% or a 5% adjustment factor during the consideration of bids. A LOCAL VENDOR, SERVICE, CONTRACTOR, COMPANY OR BUSINESS is defined as a business offering the services and or products being bid. Business must have been established for not less than one year within York County limits along with holding a valid City of Rock Hill Business License for the entire year prior to bid date. City Council shall be entitled to make the final decision as to whether such business is local and may in its discretion consider factors such as the length of time prior to issuance of the local business license, the actual physical presence within the corporate limits or within York County, property taxes attributable to such entity received by the City of Rock Hill, local employment and any other reasonable factors to insure that this policy is not being circumvented.

9.10.2 Business located within the Rock Hill municipal limits may be considered for a 5% adjustment factor. Businesses located in York County outside the Rock Hill municipal limits may be considered for a 3% adjustment factor.

9.10.3 The maximum value of the percentage adjustment factor will be capped at $25,000.

9.10.4 If a local business is within the percentage guideline, not exceeding $25,000, of the lowest bid received, the local business may be given consideration of the bid award if it is willing to provide goods or services at the price of the lowest bid received.

9.10.5 If conditions of number 9.10.4 above are met and the local business is not willing to provide goods or services at the price of the lowest bid received, the consideration of the bid award will revert back the lowest bid received, or the next lowest local business within the percentage (maximum $25,000) adjustment factor threshold.

9.10.6 Contractor and or business must make reasonable attempt to hire local Rock Hill/York County residents.

9.10.7 Selected contractor(s) must make reasonable effort to purchase/lease all material, equipment and supplies associated with the awarded bid from a local business with a valid City of Rock Hill Business License.

9.10.8 Contractor(s) receiving award must supply City with a list of their employees working on the project which include the city/town in which they reside along with a list of all equipment, material, suppliers and subcontractors and their addresses (This list will be used in the evaluation process).

9.10.9 Special consideration may be given to companies that have products produced and/or manufactured in the United States.

9.10.10 Local Purchasing provisions of this section will be in effect and apply to bidding until June 30, 2019 and expire unless re-authorized by the City Council.

9.10.11 Local Purchasing adjustment factors cannot apply: (i) to Federally Funded Projects (ii) to State Funded Projects where the State restricts the use of local preferences under such circumstances; or (iii) to projects funded by Bond proceeds where the Bond covenants restrict the manner of procurement.

9.10.12 Utilization of the Local Purchasing program requires a minimum of three bids; if three or more bids are not received the Local Purchasing program cannot be utilized.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

10.0 Bid Sheet

PUR1019

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

Monthly rental management fee per unit: _____

Monthly minimum fee per unit, if applicable: _____

Company Name: _____

Name: _____ Title: _____

Signature: _____Date: _____

Telephone Number: _____ Fax Number: _____

Address: _____

Email: _____

The questions below are for tracking purposes only and will have no bearing on the award of the contract.

Is your company located within the Rock Hill City limits? _____

Is your company located within York County? _____

Is your company a minority or woman-owned business enterprise (M/WBE)? _____

MWBEs are for-profit small business concerns where minority individuals or women own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans are presumed to be minorities.

Bidders should submit 3 copies of Bid Sheet, along with all other documents requested in the RFP.

11.0 Customer Service

Please remember, although you are a contracted City and HDCRH service, you each represent the City of Rock Hill and HDCRH during all work performed, face-to-face as well as telephone conversations. These guidelines are to give all contract employees a solid feeling for what the City of Rock Hill expects from any contracted service.

Overview:

- Be friendly, courteous, and helpful
- Company uniforms must be worn at all times
- Staff members must look and act professional at all times.

CONTRACTORS EMPLOYEES:
Before the Contractor can enter the project site, it shall investigate and determine that its employees working on the project site are not listed on the sexual offender registry. Contractor shall require all subcontractors to make a similar investigation. One such investigation within six (6) months of commencement of the project work, by the employer, fulfills the City's requirement for the Project.

The Rock Hill Police Department along with the City of Rock Hill also reserves the right to cancel any contracts, agreements, purchasing or distribution, etc., if they feel the project, purchasing, vehicle(s), and or property(s) may be in jeopardy due to the contractor's employee(s) having a criminal history which may lead to ethical issues while dealing with City workings or investigative activities.

COMPANY: _____

PRINT NAME AND TITLE: _____

SIGNATURE: _____DATE: _____