

REQUEST FOR QUALIFICATION REO CONTRACTOR SERVICES

Posting Date: June 23, 2023

Response Submission Deadline: Ongoing

NOTE TO RESPONDENTS:

Please be advised that <u>all</u> submissions (including those not selected for engagement) may be made available to the public on request pursuant to the Rhode Island Access to Public Records Act, Chapter 2 of Title 38 of the Rhode Island General Laws (the "APRA") upon award of a contract(s). As a result, respondents are advised not to include information that they deem proprietary or confidential or that constitutes a trade secret.

INTRODUCTION

Through this Request for Qualifications ("RFQ"), the Rhode Island Housing and Mortgage Finance Corporation ("RIHousing") seeks applications from qualified firms to perform general contracting activities for RIHousing Loan Servicing REO department.

INSTRUCTIONS

Applications must be submitted to Greg Berard at gberard@rihousing.com.

Applications that do not adhere to the submission instructions described herein shall not be accepted or considered by RIHousing.

Applications should be concise and adhere to the word count applicable to each section of this Request for Qualifications ("RFQ"). Applications should be presented on business letterhead and include all attachments, certifications (including the Submissions Certification at <u>Attachment A</u>), and work samples (as applicable). Please note that failure to provide any information, certification, or document requested in this RFQ may cause your submission not to be reviewed or considered by RIHousing.

RIHousing may request site visits to currently active or recently completed projects as part of the evaluation process.

Updates, amendments and Q&As related to this Request for Qualifications may be posted from time to time at: RFPs & RFQs | RIHousing.



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SCOPE OF WORK

Please see the Scope of Work as provided on <u>Attachment B</u>.

ITEMS TO BE INCLUDED WITH YOUR QUALIFICATIONS

SUBMISSION CHECK LIST	Section A: General Firm Information		
	1. Completed Contractor Information Sheet and Application, attachment C.		
	RIHousing requests that the contact information provided in response to this subsection (1) be strictly limited to business addresses, telephone numbers, and email addresses to protect any personal information from being made available to the public pursuant to APRA.		
	Section B: Experience and Resources (Total word limit: 3500 words)		
	 Describe your firm, its capabilities, and its capacity to perform the Scope of Work. 		
	2. If applicable, please indicate the name of any subcontractors that would be involved in providing services to your firm and to RIHousing. Provide appropriate background information for each person or entity, identify the person's responsibilities and outline their capabilities. Identify individuals in your firm with multi-lingual skills, who are available to assist with communication in languages other than English. Please identify the language(s).		
	3. Describe your firm's technology proficiency, including but not limited to ability to prepare and submit data electronically, including invoices, reports and photos, and the use of electronic means of communication.		



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Section C:	Affirmative Action Plan and Minority Owned Business/Women Owned Business
with disa Describe number who are percenta who will	ng encourages the participation of persons of color, women, persons abilities and members of other federally and State-protected classes your firm's affirmative action program and activities. Include the and percentage of members of federally and State-protected classes either principals or senior managers in your firm, the number and ge of members of federally and State-protected classes in your firm work on RIHousing's engagement and, if applicable, a copy of your or Women-Owned or Veteran- Business Enterprise states in the state of the state
Section D:	Miscellaneous (Total word limit: 1000 words)
	any topics not covered in this RFQ that you would like to bring to ing's attention.
Section E.	Certifications
	must respond to and provide documentation as outlined in the Requestons Submission Certifications at <u>Attachment A</u> .

EVALUATION AND SELECTION

A selection committee consisting of RIHousing employees will review all applications that meet the requirements set forth in the "Instructions" section of this RFQ and make a selection based on the following factors:

- Professional capacity to undertake the Scope of Work
- Ability to perform within time and budget constraints
- Previous work experience and performance with RIHousing and/or similar
- Recommendations by references
- Firm minority status and affirmative action program or activities
- Foreign language capabilities of the firm
- Other pertinent information submitted.



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By this RFQ, RIHousing has not committed itself to undertake the work set forth herein. RIHousing reserves the right to reject any and all applications, to rebid the original or amended scope of services and to enter into negotiations with one or more respondents. RIHousing reserves the right to make those decisions after its receipt of responses. RIHousing's decision on these matters is final.

For additional information contact: Greg Berard, gberard@rihousing.com.



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Attachment A

Requests for Qualifications Submission Certifications

Please respond to <u>all</u> items below and include it in your response to this RFQ. Be sure to include any additional information in the space provided or as an attachment as needed. Please ensure that any attachments refer to the appropriate item by name (i.e., "Conflict of Interest," "Major State Decision Maker," etc.)

Sec

I otal word limit for Sections A and B: 500 words		
Section	n A:	Conflicts of Interest
1.	by you individ	fy any conflict of interest that may arise as a result of business activities or ventures ar firm and associates of your firm, employees, or subcontractors as a result of any dual's status as a member of the board of directors of any organization likely to ct with RIHousing. If none, check below .
		□ None
2.		ibe how your firm will handle actual and or potential conflicts of interest (please le in your application or attach a sheet with this information).
Section	n B:	Litigation, Proceedings, Investigations
1.		fy any material litigation, administrative proceedings, or investigations in which irm is currently involved. If none, check below.
		□ None
2.	your f was a	fy any material litigation, administrative proceedings, or investigations to which irm or any of its principals, partners, associates, subcontractors, or support staff party, that has been finally adjudicated or settled within the past two (2) years. If check below.
		□ None

Section C: Certifications

1. RIHousing insists upon full compliance with Chapter 27 of Title 17 of the Rhode Island General Laws, Reporting of Political Contributions by State Vendors. This law requires State Vendors entering into contracts to provide services to an agency such as RIHousing, for the aggregate sum of \$5,000 or more, to file an affidavit with the State Board of



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Elections concerning reportable political contributions. The affidavit must state whether the State Vendor (and any related parties as defined in the law) has, within 24 months preceding the date of the contract, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, any candidate for general office, or any political party. **Please acknowledge your understanding below.**

☐ I have read and understand the requirements of Chapter 27 of Title 17 of the Rhode Island General Laws, Reporting of Political Contributions by State Vendors.

2. Does any Rhode Island "Major State Decision-maker," as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a Five Thousand Dollar or greater cash interest in this business?

For purposes of this question, "Major State Decision-maker" means:

- (i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, or chief of staff;
- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, or chief of staff;
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator.

Please indicate your response below.

	Yes
П	No

If your answer is "Yes," please identify the Major State Decision-maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §§36-14-16, 17 and 18.



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3. In the course of providing goods or services to RIHousing, the selected respondent may receive certain personal information specific to RIHousing customer(s) including, without limitation, customer names and addresses, telephone numbers, email addresses, dates of birth, loan numbers, account numbers, social security numbers, driver's license or identification card numbers, employment and income information, photographic likenesses, tax returns, or other personal or financial information (hereinafter collectively referred to as the "Personal Information"). The maintenance of the Personal Information in strict confidence and the confinement of its use to RIHousing are of vital importance to RIHousing.

Please certify below that in the event your firm is selected:

- (i) any Personal Information disclosed to your firm by RIHousing or which your firm acquires as a result of it services hereunder will be regarded by your firm as confidential, and shall not be copied or disclosed to any third party, unless RIHousing has given its prior written consent thereto; and
- (ii) your firm agrees to take all reasonable measures to (a) ensure the security and confidentiality of the Personal Information, (b) protect against any anticipated threats or hazards to the security or integrity of the Personal Information, and (c) maintain reasonable security procedures and practices appropriate to your firm's size, the nature of the Personal Information, and the purpose for which the Personal Information was collected in order to protect the Personal Information from unauthorized access, use, modification, destruction or disclosure, and misappropriation; and
- (iii) when discarding the Personal Information, destroying it in a commercially reasonable manner such that no third party can view or recreate the information, electronically or otherwise.

These provisions, which implement the requirements of the Rhode Island Identity Theft Protection Act, R.I.G.L. § 11-49.2 et seq., will also be incorporated into the final contract with the selected respondent(s). In addition, if selected, your firm may be requested to provide a copy of its information security plan.

- \square I certify that in the event our firm is selected, we will comply with the Personal Information and Security guidelines noted above.
- 4. Your firm's president, chairman or CEO must certify below that (i) no member of your firm has made inquiries or contacts with respect to this RFQ other than in an email or written communication to Greg Berard, gberard@rihousing.com seeking clarification on the Scope of Work set forth in this application, from the date of this RFQ through the date of your application, (ii) all information in the application is true and correct to the best of



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your knowledge, (iii) no member of your firm gave anything of monetary value or promise of future employment to a RIHousing employee or Commissioner, or a relative of the same, based on any understanding that such person's action or judgment will be influenced, and (iv) your firm is in full compliance with Chapter 27 of Title 17 of the Rhode Island General Laws, Reporting of Political Contributions by State Vendors.

☐ I certify that no member of our firm has made or will make any such inquiries or contacts; all information supplied is true and correct; no member of our firm has provided anything of value to influence RIHousing; and our firm is in compliance with applicable political contribution reporting.

President, Chairman or CEO (print):	
Signature:	
Firm Name:	



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Attachment B

Scope of Work

I. Services to be Provided

RIHousing originates loans on one- to four-family properties throughout the state of Rhode Island. Historically, an average of 30 properties per year are transacted through the REO Department. This number reflects the impact COVID has had in this area of the business. The approximate distribution is estimated to be 70% single family, 15% multi-family and 15% condominium. Properties are found in a broad range of condition. Each may need some level of stabilization, repair or rehabilitation.

Therefore, RIHousing is seeking to pre-qualify a roster of contractors who can supply skilled individuals to stabilize, repair, and rehabilitate REO properties acquired by RIHousing. This contractor list will be used for fixed-price and not-to-exceed price projects with work performed on site at the required REO property.

Work may include a full range of general construction stabilization, repair and rehabilitation services including, but not limited to:

- External Work
 - Roofing installation and repair
 - Exterior painting
 - O Vinyl siding & trim installation and repair
 - Window/door installation and repair
 - o Yard cleanup,
 - o Debris removal.
- Interior Work
 - o Rough and finish carpentry,
 - Cabinetry installation and repair
 - o Flooring installation and repair
 - o Painting,
 - o Plumbing
 - o Electrical installation, upgrade and repair
 - o Debris removal
- Emergency Services
 - Window securing
 - Door securing
 - Water damage mitigation
 - o Fire damage mitigation

The details of the work to be performed for each project will be specified in each project's Scope of Work ("SOW") on a project by project basis. The work may be targeted, specific to lender, buyer, or code requirements, or other negotiated purpose.



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Governance: Oversight and management of all engagements will be through the Division of Loan Servicing. All engagements must be approved by Assistant Deputy Director of Loan Servicing.

II. Project Schedule

Project schedule would be determined by the Assistant Deputy Director of Loan Servicing. The contractor roster will be valid for three (3) years, with an option for an extension for two (2) additional years at RIHousing's discretion based on a performance evaluation.

III. Project Approach

RIHousing would provide a project Scope of Work in advance to vendors for review and consideration.

For each Scope of Work, RIHousing shall make every effort to request bids or proposals from at least three (3) vendors (if there are three qualified vendors for the task). RIHousing may select vendors on a rotating basis for this work

IV. Budget and Payment Terms

Contractor may bill RIHousing for services completed and as soon as RIH REO Constructions specialists have conducted an inspection of the job. All invoices for services shall be emailed to: Greg Berard: gberard@rihousing.com. Payment shall be made to contractor no more than thirty (30) days from receipt of billing.

V. Additional Terms and Conditions

- All rates provided in the cost proposal will reflect a lump sum fee, inclusive of all costs borne
 by the contractor including but not limited to costs of labor, materials. benefits provided to
 staff if any, and all other business-related costs. Contractor must specify requirements for
 travel expenses if contractor anticipates requesting reimbursement for travel expenses to
 RIHousing offices in Providence, RI.
- RIHousing reserves the right to negotiate better pricing After all bids are received from all bidding contractors.
- Contractors may subcontract work to acquire skills and experience required by RIHousing; however, RIHousing shall be notified of such subcontracting and reserves the right to approve or reject any subcontractors. Qualifications of any subcontractors must meet minimum requirements of RIHousing.
- All work contracted under this solicitation will be considered "work for hire" with all rights to intellectual property assigned to RIHousing.
- All Contractors hired under this solicitation shall adhere to all applicable RIHousing policies
 and procedures. Such RIHousing policies and procedures will be made available to
 Contractors upon request. Contractor shall also perform its services in compliance with all
 applicable federal, State, applicable agency and local laws, policies, ordinances, orders,
 procedures, and regulations in effect at the time the services are performed.



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- RIHousing reserves the right to require additional terms and conditions when entering into individual engagements with Contractor(s).
- RIHousing reserves the right to request and review BCI results.

VI. Insurance Requirements

Contractors receiving contracts will be required to procure at their expense and maintain all insurance required in form and terms acceptable to RIHousing for the duration of the contract or as otherwise specified.

At the time of signing a contract, Contractors are required to submit certificates of insurances and any required endorsements acceptable to RIHousing. Contractor shall provide RIHousing with replacement Certificate(s) and endorsements upon expiration, renewal, expiration or cancellation of the policies during the term of the contract, unless a longer period is specified.

Commercial General Liability Insurance: Commercial General Liability Insurance covering bodily injury from property damage, personal and advertising injury, independent contractors, products completed operations, and contractual coverage. Coverage shall be written on an occurrence basis and shall extend to an agent, independent contractor, temporary worker, and a leased worker. A combined single limit of \$1,000,000 per occurrence and aggregate is required.

Workers Compensation: Workers Compensation coverage in compliance with the workers' compensation laws of the State. Coverage shall include Employers Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 disease, or policy limit, \$500,000 each employee.

Alternative Employer Endorsement shall be required for both the workers compensation and employers' liability policy. For independent contractors who bid directly as a contractor without workers compensation insurance, they must fill out a Notice of Designation as an Independent Contractor Pursuant to RI General Law 28-29- 17.1. The form may be found at the Labor and Training web site.

The Commercial General Liability Insurance and Auto Liability Insurance shall include RIHousing, agencies, officers, and employees as Additional Insured but only with respect to the Contractor's activities under the contract. The insurance required through a policy or endorsement shall include A waiver of subrogation waving any right to recovery the insurance company may have against RIHousing, its agencies, officers, and employees. A provision that Contractor's insurance coverage shall be primary to any insurance, self-insurance or self-insured retention maintained by RIHousing, its agencies, officers, and employees. Any insurance, self-insurance or self-insured retention maintained by RIHousing, its agencies, officers and employees shall be more than the Contractor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without 30 days written notice from the Contractor or its insurer(s) to RIHousing, Division of Information Technology. Any failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of this contract.



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Insurance coverage required under the contract shall be obtained from insurance companies acceptable to RIHousing. The Contractor shall pay all deductibles, self-insured retentions and/or self-insurance included hereunder. The Contractor shall disclose to RIHousing the amount of any deductible, self-insured retention and/or self-insurance. RIHousing reserves the right to reject any such insurance as not complying based on the amount of the deductible, self-insured retention and/or self-insurance. RIHousing reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.



REO / LOAN SERVICING - ATTACHMENT C

CONTRACTOR INFORMATION SHEET

Business Information	
Company Name:	Primary Telephone
Owner's name:	Business Telephone
Address:	Cell Phone
City/State/Zip:	FAX Number
Mailing Address:	Alternate Contact
City/State/Zip:	E-mail Address
Contractor Registration #:	·
Expiration Date:	
License Information:	
License Number-LHCF (Contractor Firm)	
License Number – LR, RRP (Lead Renovator 8 HRS)	Expiration Date:



REO / Loan Servicing

44 Washington Street, Providence, RI 02903 401-450-1348, gberard@rihousing.com

Organization In	formation		
Name of Company: _			
Business Address: =			
Contact Numbers:			
Primary	··	Fax:	
Cell:		Email:	
Business Operat			
Contact Person:		Title:	
Tax I.D. #:		or Social Security #	 :
If no, please explain:_	RI License #work performed by your		
References (3)	#1	#2	#3
Name of Homeowner			
Address Phone			
Email			
	your current Rhode Island	d Contractor's Registrat	ion Board Identification Card.

Insurance
Commercial General Liability (C.G.L) Insurance in the amount of \$1,000,000 is required of all Contractors. Please list below the insurance carrier's name, address, telephone number and contact person, and the type, amount, policy number and effective dates of all insurance policies related to your lead hazard reduction work. Please attach copies of certificates for all required insurances. 1. C.G.L. 2. Workers Comp. 3. Other:
Claims and Suits
If the answer to any of the following questions is "yes", please provide the date and the location of the project, the property owner's name and a description of how the allegations were resolved.
Are there any citations, judgments, claims, arbitration proceedings, suits or consent agreements pending or outstanding against your company for alleged violations related to work performed Yes No If yes, please explain:
2. Have you had any projects terminated prior to completion? YesNo If yes, please explain:
I,(Print) hereby attest under the pains and penalties of perjury that all information and answers contained herein are complete, true and correct.
SignatureDate:
Title: