

# REQUEST FOR PROFESSIONAL SERVICES – HOUSING PROGRAM MANAGER COVER LETTER

November 17, 2025

Re: Housing Program Manager for the Regional Housing Alliance (RHA) of La Plata County

Dear Affordable Housing Professionals:

Attached is a copy of the RHA's Request for Proposals for a Housing Program Manager. These services are being solicited to assist the RHA Board of Directors in conducting the administrative functions of the organization, overseeing the progress of multiple grants and their associated projects, and assisting member jurisdictions with Proposition 123 and other State affordable housing program compliance.

# **Background**

The RHA is a multi-jurisdictional regional housing authority created in 2004 by an Intergovernmental Agreement (IGA) between La Plata County, City of Durango, Town of Ignacio, and Town of Bayfield. The RHA is governed by a 9-member Board of Directors with two representatives from each of the parties to the IGA and one at large member appointed by the Board. Our mission is to facilitate and support the preservation, rehabilitation, and development of appropriate affordable/attainable housing for the workforce essential to the long-term economic sustainability and resiliency of La Plata County and its communities. The RHA's purpose is to cultivate and sustain communities through innovative partnerships and entrepreneurial housing programs.

The submission requirements for this proposal are also included on the attached Request for Proposal (RFP) form. Individuals should have prior experience with affordable housing programs. Please submit a proposal of services and statement of qualifications to:

Patrick Vaughn, Chairman of the Board Regional Housing Alliance rha@yeslpc.com P.O. Box 2445 Durango, CO 81302

The deadline for submission of proposals is December 5, 2025 at 5 p.m.

All responsive proposals shall be reviewed and evaluated by a Selection Committee and the top 3 scoring applications will be forwarded to the RHA Board of Directors in order to determine which candidate best meets the RHA's needs for this support by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the Committee and Board shall evaluate proposals are set forth in the Request for Proposals.

The Regional Housing Alliance of La Plata County is an Affirmative Action/Equal Opportunity Employer.

Sincerely,

Patrick Vaughn
Chairman of the Board

## RFP for Administration/Professional Services

The Regional Housing Alliance of La Plata County (RHA) Board of Directors ("Board") is seeking to enter into a professional services agreement with a competent Housing Program Manager to assist the Board in conducting the administrative functions of the organization, overseeing the progress of multiple grants and their associated projects, and assisting member jurisdictions with Proposition 123 and other State affordable workforce housing program compliance. The following outlines the request for proposals.

- I. Scope of Work The individual to be hired is to provide management and administrative services to the RHA, the Board, and the partner jurisdictions, including but not limited to those outlined in the Scope of Work in Appendix A.
- II. Statement of Qualifications The Board is seeking to contract with a competent professional experienced in grants/contracts, affordable workforce housing, and administration. Specifically, it is seeking those consultant(s) or firm(s) with the following qualifications:
  - Related experience with Affordable workforce Housing Programs, such as Proposition 123 and other Colorado Division
    of Local Government, Colorado Department of Local Affairs (DOLA), Division of Housing (DOH), Colorado
    Housing and Finance Authority (CHFA), Office of Economic Development and International Trade (OEDIT) and
    other State funding programs for affordable workforce housing development
  - · Related Experience / Background working with grants and grant management
  - Related Experience / Background working with local governments
- III. Project Budget The project budget is \$92,000 for a 12-month contract.
- IV. Evaluation Criteria The proposal received will be evaluated and ranked according to the following criteria:

Criteria	Maximum Points
Affordable Workforce Housing	50
Experience	50
Grant Management Experience	30
Relationship Building Experience	20
Total Possible	100

- V. Deadline for Submission Proposals are preferred via email at <a href="mailto:rha@yeslpc.com">rha@yeslpc.com</a> and must be received no later than 5pm on December 5, 2025, or can be mailed to P.O. Box 2445, Durango, CO 81302.
- VI. Candidate Selection and Notification A Selection Committee will review and score all submitted proposals received by the deadline. The top three (3) scoring candidates will be presented to the Board of Directors within seven (7) calendar days via a virtual vote for final selection. Once the final selection is made, an offer of contract will be tendered to the selected candidate. After a contract is fully executed by all parties, the non-selected candidates will be notified.

# **GENERAL CONDITIONS**

## 1. General Information

Proposals shall be submitted no later than 5:00 p.m. on December 5, 2025. Proposals are preferred to be submitted by email to <a href="mailto:rha@yeslpc.com">rha@yeslpc.com</a> but can be mailed to P.O. Box 2445, Durango, CO 81302. If no candidate is selected from initial group, the RFP will remain open until a viable candidate is located, so late submissions will be accepted, but not reviewed unless no candidate is selected from on-time submissions.

## 2. Amendments

The Board reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted on the RHA's Official Web Site at <a href="https://laplatahousing.colorado.gov">https://laplatahousing.colorado.gov</a>. Proposers should check this web page daily for new information.

# 3. Interpretation of Proposals

Should a proposer find discrepancies in, or omissions from the specifications, or should proposer be in doubt as to their true meaning, proposer may submit a written request for an interpretation thereof prior to the proposal closing date to <a href="mailto:rha@yeslpc.com">rha@yeslpc.com</a>. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of or change in the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued and shall become part of any contract awarded. The Board will not be responsible for any other explanation or interpretations.

## 4. Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the proposer. All proposals submitted become the property of the Board.

#### 5. Addenda

Any addenda issued by the Board during the time of bidding shall be covered in the proposal and shall be made a part of the contract.

# 6. Proposal Openings

Proposals shall be delivered to the Board on or before the day and hour set for the opening of proposals as stated in the Request for Professional Services. A proposer may withdraw his proposal, either personally or by written request, at any time.

## 7. Late Proposals

Any proposals received after the scheduled time of opening will be noted as received, but they will not be opened or considered unless no qualified candidate is selected from those received before the submittal deadline.

# 8. Governing Law

Any contract shall be construed and interpreted according to the laws of the State of Colorado.

## 9. Contract Discussions

Prior to award, the apparent successful candidate may be required to enter into discussions with the Board to resolve any contractual differences. These discussions are to be finalized, and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected, and discussions will be initiated with the second highest scoring candidate.

# 10. Confidentiality Requirements

Proposals are subject to the Colorado Open Records Act. The Board cannot protect proprietary data submitted in proposals.

Please carefully review the Sample Professional Services Agreement at Appendix B before responding to the Request for Professional Services enclosed herein. The terms of the agreement have been mandated by the Board of Directors. Your response to the Request for Professional Services must indicate if you are unwilling or unable to execute the agreement as drafted. The Board will consider this in determining responsiveness to the Request for Professional Services.

# Appendix A

## SCOPE OF WORK

The Housing Program Manager ("Manager") shall provide the following scope of services indicated below: All work items will be carried out with Board direction, input, and review.

## SCOPE OF SERVICES REQUESTED

The Manager shall provide the Regional Housing Alliance of La Plata County ("RHA") with grant and contract administration as well as oversight for related projects throughout the partner jurisdictions. Additionally, the Manager will provide administrative support services for the Board of Directors ("Board") and their associated committees.

## **DESCRIPTION OF SERVICES**

The Manager must be able to perform the tasks listed to ensure that the RHA's affordable workforce housing preservation, rehabilitation, and development programs comply with requirements of the various sources of funding used and any other legal requirements that may apply. The Manager shall maintain the utmost accuracy in documentation and filing system that meets or exceeds the requirement of the funding source and the State of Colorado. The Manager shall provide oversight for the contracted Accountant, manage program workflow to ensure the timely expenditure of funds, and participate in any program review or audit.

## **Affordable Workforce Housing Programs:**

- Facilitate and support Proposition 123 participation and compliance for partner jurisdictions
- Coordinate and assist La Plata County and City of Durango and their consultants with the completion of the implementation of Expedited Review processes
- Secure funding, identify consultant, and oversee project from inception to completion to meet Regional Housing Action Plan requirements outlined in the Colorado Statutes
- Prepare and submit Prop 123 Rural Resort Income Limit Petition for La Plata County jurisdictions
- Assist partner jurisdictions with Round 1 Prop 123 Unit Counts and Round 2 Commitments

#### **Grant Management:**

- Research and recommend new grants to the Board to support Affordable Workforce Housing Programs
- Prepare and submit applications for new grants to support affordable workforce housing programs and compliance with State requirements, as needed
- Coordinate with partner jurisdictions, contractors, consultants, and other agencies to ensure compliance with grant reporting, reimbursement, and budget management tasks as outlined in grant agreements for the Housing Planning Grant, the Local Planning Capacity Grant, and any new grants
- Facilitate all closeout actions on time and in accordance with requirements put forth by granting agency to ensure RHA and all partner jurisdictions remain in good standing for future grant possibilities the Housing Planning Grant, the Local Planning Capacity Grant, and any new grants

## **Administrative Responsibilities:**

- Coordinate and facilitate quarterly RHA Board of Directors and quarterly Stakeholder Taskforce for Evaluation and Endorsement of Revenue-streams (STEER) committee meetings (set locations, prepare agendas and meeting packets, post meeting notices, prepare minutes, operate Zoom, post recordings and signed minutes, etc.)
- Keep RHA website up to date
- Prepare and publish RHA quarterly Newsletter
- Oversee Contract Accountant
- Respond to public inquiries regarding housing in the region
- Other duties as assigned

# **SPECIAL CONDITIONS**

The Manager will be expected to work remotely, utilizing their own computer and office equipment. Board and STEER meetings should be attended in person, if at all possible. Occasional attendance at public meetings of the partner jurisdictional governing bodies may also be necessary, both virtually and in person, and occasionally during evening hours.

# **BUDGET**

The budget for the project will be \$92,000 for a 12-month contract, paid at a rate of \$7,500 per month), with \$2,000 retainage to be paid after substantial completion of the project. Additional reimbursement for expenses may be possible if pre-approved by the Board.

## APPENDIX B

# PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") dated
is made between Regional Housing Alliance of La Plata County, ("Client") and
(" <u>Contractor</u> "), along with Client, the " <u>Parties</u> " and
each a "Party").

In consideration of the terms and conditions of this Agreement, and other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Scope of Work</u>. Client hereby engages Contractor to perform the services ("<u>Services</u>") described in Schedule A, attached hereto and made a part of this Agreement (the "<u>Scope of Work</u>").
- 2. <u>Term.</u> This Agreement will begin on the Commencement Date as stated in the Scope of Work and shall continue until the earlier of (a) completion of the Services, or (b) the Termination Date (if any) as stated in the Scope of Work (the "Term").
- 3. Payment. Client will pay Contractor the fees for Services shown in the Scope of Work. Client agrees to reimburse Contractor for certain expenses associated with the Services, as set forth in the Scope of Work. Unless otherwise provided in the Scope of Work, all fees and expenses are payable within thirty days of Client's receipt of an invoice from Contractor. Any amounts not paid within thirty (30) days after receipt of an invoice shall bear interest at the rate of 5% percent per annum. Client is responsible for all sales, use and excise taxes, and any other similar taxes, duties or charges imposed by any governmental entity on amounts payable by Client under this Agreement (excluding taxes imposed on Contractor's income, personnel or real or personal property).
- 4. <u>Independent Contractor</u>. Contractor is an independent contractor and not an employee of Client. Nothing in this Agreement creates any agency, partnership, joint venture, employment, or fiduciary relationship between the Parties.
- 5. <u>Client Obligations</u>. Client shall provide all cooperation and assistance Contractor reasonably requests to enable Contractor to exercise its rights or perform its obligations under this Agreement (including, without limitation, providing access to Client's facilities, systems, materials, or content, promptly providing consents, approvals and other communications, and payment of agreed upon expenses). In addition to the events of termination provided in Section 13 hereof, Contractor may terminate this Agreement upon ten (10) days' notice to client in the event Client fails to provide the cooperation and assistance described above, in Contractor's sole judgment. In such case Contractor shall be entitled to receive immediate payment of any accrued and unpaid fees and costs.

# 6. <u>Intellectual Property Rights</u>.

- (a) Definitions. For purposes of this Agreement, the following terms have the following meanings: (i) "Background Intellectual Property" means all Intellectual Property Rights that were developed by Contractor or on Contractor's behalf prior to performance of, or independent of, this Agreement, or that are generally applicable to or useable by any of Contractor's other customers or for its business in general regardless of when developed. (ii) "Deliverables" mean any documentation, intellectual property and other deliverables, as they may be amended, modified or added to from time to time, that Contractor agrees to deliver to Client as part of the Services. Notwithstanding any other provision herein, the Deliverables do not include Background Intellectual Property. (iii) "Intellectual Property Rights" concepts, ideas, recommendations, methods, methodologies, procedures, processes, know-how and techniques, templates, programs, trademarks and service marks, trade secrets, copyrights, inventions, discoveries, and all other intellectual property rights and improvements in the foregoing, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- (b) Ownership of Deliverables. If Contractor produces any Deliverables for Client as part of the Services, Client will be the sole and exclusive owner of all right, title and interest in and to all Deliverables, including all Intellectual Property Rights therein. Contractor will and hereby does assign, transfer, and otherwise convey to Client, in perpetuity, throughout the United States, all right, title, and interest in and to such Deliverables. Any Deliverable prepared by Contractor pursuant to this Agreement which is eligible for United States copyright protection shall be a "work made for hire."
- (c) <u>License of Background Intellectual Property</u>. Contractor is and will remain the sole and exclusive owner of all Background Intellectual Property; provided, however, that for so long as Client is not in default under this Agreement, Contractor hereby grants to Client, a fully paid-up, royalty-free, non-exclusive, non-assignable, non-transferable license to use the Background Intellectual Property solely for its own internal use and to the extent necessary to allow Client to use the Deliverables and receive the benefit of the Services as contemplated herein.
- 7. Confidentiality. Occasionally during the Term, a Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") non-public, proprietary, and confidential information of Disclosing Party including, without limitation, information about its business affairs, services, trade secrets and other sensitive or proprietary information (collectively, "Confidential Information"). Confidential Information shall not include information that: (a) is or becomes generally available to the public other than because of Receiving Party's breach of this

Agreement; (b) is or becomes available to the Receiving Party on a nonconfidential basis from a third-party source, provided that such third party was not prohibited from disclosing the Confidential Information; (d) was in Receiving Party's possession before Disclosing Party's disclosure; (d) was or is independently developed by Receiving Party using no Confidential Information; or (e) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. Except as provided for in this Agreement, the Receiving Party will not disclose Confidential Information to anyone other than its employees and agents who need to know in connection with this Agreement. Each Party will use the Confidential Information solely for the purposes in this Agreement unless another use is allowed by written permission of the Disclosing Party. Upon termination of this Agreement or upon request of the Disclosing Party, all Confidential Information, with any copies thereof, will be returned to the Disclosing Party or certified destroyed by the Receiving Party. In addition to all other remedies available at law, the Disclosing Party may seek equitable relief (including injunctive relief) against the Receiving Party to prevent the breach or threatened breach of this Section and to secure its enforcement. Client agrees that Contractor may publicize the fact that Client is a client of Contractor.

- 8. Limited Warranty. Contractor warrants it shall perform the Services in a professional and workmanlike manner. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS SECTION 8, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND CONTRACTOR DOES NOT GUARANTEE ANY RESULT OR THE EFFECTIVENESS OF THE SERVICES. ANY SERVICES AND WORK PRODUCT SOLD OR LICENSED ARE PROVIDED "AS IS," AND ANY IMPLIED WARRANTY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT IS DISCLAIMED. Further, the Services are not a substitute for legal or financial advice. Client should communicate with its own attorney, financial planner, or accountant if Client is in need of legal or financial advice. Client is fully responsible for determining whether to implement or use any advice, recommendations or guidance provided by Contractor in connection with the Services.
- 9. <u>Limitations of Liability</u>. CONTRACTOR IS NOT LIABLE TO CLIENT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE

FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF CONTRACTOR ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID TO CONTRACTOR PURSUANT TO THIS AGREEMENT.

- 10. <u>Non-Exclusivity</u>. Contractor retains the right to perform the same or similar type of services for any third parties during the Term of this Agreement. Client reserves and retains the right to hire additional independent contractors to perform similar work to Contractor.
- 11. <u>Subcontracting</u>. Contractor may subcontract the performance of any of its duties or obligations under this Agreement to any person; provided that Contractor (a) provides written notice to Client; and (b) uses reasonable efforts to subcontract only with subcontractors that have the requisite skills to perform any subcontracted obligations. Subject to Sections 8 and 9 of this Agreement, Contractor will be responsible and liable for the acts and omissions of each of its subcontractors to the same extent as if such acts or omissions were by Contractor and shall be responsible for all fees and expenses payable to any subcontractor unless the Parties agree otherwise.

## 12. Indemnification.

- a) Client shall indemnify, hold harmless, and defend Contractor and its managers, officers, employees, agents, successors, and assigns (each, a "Contractor Indemnitee") against any and all losses, damages, liabilities, claims, actions, judgments, settlements, costs or expenses of whatever kind, including professional fees and reasonable attorneys' fees (collectively, "Losses"), that are incurred by any Contractor Indemnitee, arising out of any third-party claim alleging: (i) a material breach of any representation, warranty, or covenant under this Agreement by Client; (ii) an allegation that Contractor's use of any materials provided by Client in compliance with this Agreement infringes an Intellectual Property Right under the laws of the United States; or (iii) any grossly negligent or more culpable act or omission of Client in connection with the performance of its obligations under this Agreement.
- b) Contractor shall indemnify, defend and hold harmless Client and its officers, managers, employees, agents, successors and assigns (each, a "Client Indemnitee") from and against any and all Losses incurred by any Client Indemnitee resulting from any third party claim (other than an affiliate of a Client Indemnitee) arising out of or relating to: (i) a material breach of any representation, warranty, or covenant under this Agreement by Contractor; or

- (ii) any grossly negligent or more culpable act or omission of Contractor in connection with the performance of its obligations under this Agreement.
- 13. Termination; Suspension. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent; (c) admits its inability to pay its debts generally as they become due; (d) becomes subject to any bankruptcy proceeding which is not promptly dismissed or vacated; (e) is dissolved or liquidated; (f) makes a general assignment for the benefit of creditors; or (g) has a receiver, trustee, custodian, or similar agent appointed by court order to take charge of or sell any material portion of its property or business. Notwithstanding the foregoing, Contractor may suspend any Services under this Agreement with immediate effect upon notice to Client, if Client fails to pay any amount when due and such failure continues for ten (10) days.
- 14. <u>Survival on Termination</u>. The rights and obligations of the Parties in this Agreement which should survive termination or expiration of this Agreement (including, without limitation, Sections 3, 6-9, 12, 14 and 15), will survive any such termination or expiration of this Agreement.
- 15. Notices. Any notice or other communication under this Agreement must be in writing and will be deemed given (a) when delivered personally; (b) when sent by electronic communication (with confirmation of transmission); (c) three (3) business days after being sent by registered or certified mail, return receipt requested, postage prepaid; or (d) when received, if sent by a nationally recognized overnight courier, signature required. All notices shall be sent to the person or address set forth on the signature page of this Agreement (or to such other person or address as a Party may designate by written notice to the other pursuant to this Section).
- 16. Miscellaneous. This Agreement contains the entire Agreement between the Parties, and supersedes all prior agreements or representations, written or oral, with respect to the subject matter hereof. If any part of this Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability does not affect any other term of this Agreement or invalidate or render unenforceable such term in any other jurisdiction. No amendment to this Agreement is effective unless it is in writing and signed by each Party. Notwithstanding anything in this Agreement to the contrary, no default, delay, or failure to perform on the part of either Party (except for any obligations to make payments to the other Party hereunder) shall be considered a breach of this Agreement if such default, delay, or failure to perform is shown to be due to causes beyond the reasonable control of the Party charged with the default, delay or failure. No waiver under this Agreement is effective unless it is in writing and signed by the Party waiving its

right. No failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition, or any act, omission, or course of dealing between the Parties will be deemed a waiver or estoppel of any right, remedy or condition arising from this Agreement. This Agreement is entered into in the State of Colorado and is governed by Colorado law. Venue for all court actions will be in La Plata County, Colorado. This Agreement may be signed in counterparts, each of which is deemed an original, but which together are deemed one and the same agreement. A signed copy of this Agreement delivered by e-mail will have the same legal effect as delivery of an original signed copy. If any suit or other action is brought to construe or enforce this Agreement, the prevailing Party will be awarded reasonable attorneys' fees and court costs, besides all other relief to which such Party will be entitled.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above by their respective officers thereunto duly authorized.

CLIENT	CONTRACTORS	
Regional Housing Alliance of La Plata County	Dru	
By: Patrick Vaughn	By:	
Chairman of the Board		
Address for notice: P.O. Box 2445, Durango, CO 81302	Address for notice:	