

City of Orange Cove
NOTICE TO CONSULTANTS



REQUEST FOR PROPOSALS (RFP)
For
HOME PROGRAM IMPLEMENTATION SERVICE
HOUSING REHABILITATION

RESPONSES DUE BY 4:00 PM, ON
Tuesday, October 27, 2015

Mail Responses to:
June Bracamontes, City Clerk
City of Orange Cove
633 6th Street
Orange Cove, CA 93646

A. REQUEST:

On this 14th day of August 2015, the City of Orange Cove is requesting proposals from qualified housing consultants firms to provide program implementation services related to the HOME program application being submitted under the 2011 HOME NOFA. The term of the contract will be based on the State HOME contract awarded. The program will provide First Time Homebuyer Down Payment Assistance, Owner Occupied Rehabilitation and Tenant Based Rental Assistance as Security Deposit Program.

B. PROPOSAL REQUIREMENTS:

Responses to the RFP are to be submitted in the following format:

1. Letter of introduction that includes a statement that the firm will comply with all State and Federal requirements as required by funding source of the programs; as outlined in attachments and further outlined in agreement available upon request.
2. A brief history and summary of your firm's qualifications, including a statement of your firm's policy regarding affirmative action, and indication if your firm is a small business and/or minority or woman owned business.
3. Experience as it pertains to:
 - HOME Program administration
 - HOME Program implementation of the following:

Housing Rehabilitation

1. Provide the name and telephone number for a minimum of three references for work performed. Provide a listing of all clients in the past three years.
2. Proposed Scope of Work
A discussion of the general tasks and timeline your firm proposes to carry out the requested services.
3. Listing of Project Personnel and their availability. Include resumes of the key personnel from your firm who would be assigned to perform the services described. Include an organizational chart.
4. Cost of proposed services

Cost estimates for the Owner-Occupied Housing Rehabilitation Program. Costs shall be provided as follows:

1. Hourly rate schedule per personnel identified;
2. Outline of the hours, per personnel anticipated, to process an applicant from intake through file close-out for a Owner Occupied Rehabilitation Project (estimate a project total of 45,000),

The City reserves the right to reject any and all proposals submitted, to request clarification of services submitted, to request additional information from competitors, and to waive any irregularity in the proposal and review as long as City procedures remain consistent with State Department of Housing and Community Development (HCD) procurement requirements.

C. REQUESTED SCOPE OF WORK:

The Scope of work services for this Request for Proposal is limited to the administration and implementation of the HOME Program Application submitted under the 2011 HOME NOFA. The Program will include Owner Occupied Rehabilitation. The Scope of Work shall include all Federal and State requirements related to the program to ensure compliance.

D. SCHEDULE:

RFP Sent to firms	October 5, 2015
RFP Due	October 27, 2015
Contract with Selected Firm(s) approve by Council	November 11, 2015

E. SELECTION PROCESS:

The City of Orange Cove staff and staff representatives will review the proposals and recommend a selection to the City Council based on the following selection criteria:

1. General firm and/or individual experience;
2. Specific experience in implementation and administration;
3. Knowledge of the City of Orange Cove;
4. Capacity to perform the Scope of Work;
5. Staff availability;
6. Hourly rate schedule;
7. References; and
8. Other criteria as appropriate

Additional questions may be asked of the respondents and formal interviews may be conducted.

F . PROPOSAL EVALUATION CRITERIA:

The initial review of all proposals will be to evaluate to ensure they meet the following minimum requirements:

1. The proposal is complete and in required format and is in compliance with the RFP. Failure to meet these requirements may result in the proposal being rejected. No proposal shall be rejected if it contains minor irregularities, defect, or variation of the irregularity; defect or variation is considered by the City to be immaterial or inconsequential. In such case, the Proposer will be notified of the deficiency in the proposal and given the opportunity to correct. The City may elect to waive the deficiency and accept the proposal as submitted. **The City reserves the right to reject all proposals.**

2. Evaluation Score Methodology:

General firm and individual experience	20
Specific experience in the implementation and administration of HOME Programs	20
Knowledge of the City of Orange Cove	10
Capacity to perform the Scope of Work	10
Staff availability	10
Hourly rate schedule	10
References	20
Total	100

NOTE: The program will provide First Time Homebuyer Down Payment Assistance, Owner Occupies Rehabilitation, and Tenant Based Rental Assistance. 10 extra points will be given to the qualified consultant firm for submitting proposals for more than one program.

G. SUBMITTAL REQUIREMENTS:

- a) Please deliver (5) complete copies of the submittal to the person below.

FAX OR E-MAIL SUBMITTALS WILL NOT BE ACCEPTED.

June Bracamontes, City Clerk
City of Orange Cove
633 6th Street
Orange Cove, CA 93646

- b) All responses to this RFP must be submitted to the City Clerk no later than 4:00pm on Tuesday, October 27, 2015. Appointment by the City Council of selected consultant will occur on Wednesday, November 11, 2015.
- c) All proposals shall be submitted in a sealed envelope, which is clearly marked with the title of the RFP and closing time and date.
- d) Late proposals will not be accepted and returned to the proposer.
- e) All proposals whether accepted or rejected shall become the property of the

City of Orange Cove.

- f) Cost of preparation of said proposal shall be borne by the bidder.
- g) Proposals shall be signed by an authorized employee/agent in order to receive consideration.
- h) The City will not be responsible for proposal being delivered to a person/location other than specified herein.

H. DISPUTES RELATING TO PROPOSAL PROCESS:

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the City Manager within ten (10) calendar days of the date of the recommendation award or denial letter.

Grounds for an appeal is that the City failed to follow the selection procedures and adhere to requirements specified in this RFQ or an addenda or amen dements thereto; there has been a violation of conflict of interest as provided by California Government Code section 87100 et seq; or violation of Federal or State law. The City will consider only those specific issues addressed in the written appeal.

The City Manager shall consider any matter appealed during a scheduled hearing, within thirty (30) days of receipt. The decision of the City Manager shall be final with respect to the matters of fact.

All disputes and/or appeals must be submitted to:
Samuel A. Escobar, City Manager, 633 6th Street,
Orange Cove, CA 93646

Insurance Requirements

Worker's Compensation Insurance as required by the State of California, shall be provided that is necessary in connection with the performance of any agreement with the City of Orange Cove. Said policy shall also include employer's liability coverage no less than one million dollars (\$1,000,000.00) per accident for bodily injury and disease.

General Liability Insurance shall be obtained by the selected proposer at its sole cost and kept in full force and effect during the term of the contract - commercial general liability insurance in the amount of one million dollars (1,000,000.00) per occurrence for

bodily injury, personal injury, and property damage. Said insurance shall name the City, Agents, Officers, Employees and Volunteers as additional insured.

Automobile Liability Insurance shall be obtained by the selected proposer at its sole cost and kept in full force and effect during the term of the contract -automobile liability insurance shall be in the amount not less than one million dollars (1,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall name the City, Agents, Officers, Employees and Volunteers as additional insured.

Personal Liability Insurance shall be provided or any loss arising out of errors, omissions or negligent actions of the selected proposer and not in an amount less than one million dollars (1,000,000.00) per occurrence and three million dollars (3,000,000.00) aggregate.

Evidence of coverage and Certificates of Insurance naming the City, Agents, Officers, Employees, and Volunteers as additional insured shall be required prior to execution of contract(s).

Grant Provisions

EQUAL OPPORTUNITY

1. The Civil Rights, HCD, Age Discrimination and Rehabilitation Acts Assurance:

During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973, and all impending regulations.

2. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

- a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the project and will, at the direction of

the State, take appropriate action pursuant to the contract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Development, 24 CFR Part 135 and, will not let any contract unless the

Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sections specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

3. State Nondiscrimination Clause:

- a) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Administrative Code, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contracts.

4. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or More:

Grantee hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal

Employment Opportunity executive Order 11246), and the Standard Equal Employment Opportunity Construction Contract Specifications. Grantee furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and sub contracts. Grantee shall refer to Chapter V of the State CDBG Grant Management Manual or shall contact the State for further guidance regarding compliance with this requirement.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

(The following notice shall be included in and shall be a part of all solicitations for offers and bids on all federal and federally-assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Secretary of Labor.)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and women participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas are as follows:

GOALS FOR MINORITY GOALS FOR WOMEN
PARTICIPATION IN PARTICIPATION IN
TIMETABLES EACH TRADE EACH TRADE

April 1, 1981 Until further notice	6.9%	24.6%

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally-involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and women employment and training must be substantially uniform through the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or women employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, within 10 working days of award of any construction contract or subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the contractor or subcontractor; estimated starting and completion dates of the contract; and the geographical area in which the contract is to be performed.
4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

OTHER REQUIRED FEDERAL PROVISIONS

1. Flood Disaster Protection:

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102 of said Act.

Any contract or agreement for the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the national Flood Insurance Act of 1968, as amended, 42 USC 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land such flood insurance as required with respect to financial assistance or acquisition or construction purposes under Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided by this Agreement.

2. Lead Based Paint Hazards

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD lead-Based Paint Regulations, 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under Section 35.14 (f) thereof

3. Compliance with Air and Water Acts:

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the Grantee shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction there under funded with assistance provided under this Agreement, the following requirements:

- a) A stipulation by the contractor or subcontractor or subcontractor that any facility be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- b) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318), relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- c) A stipulation that as a condition for the award of the contract, prompt notice will be given to any notification received from the Director, office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- d) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraphs (a) through (d) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113 (c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

4 Obligations of Grantee with Respect to Certain Third Party Relationships:

The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Grantee. Any Grantee shall comply with all lawful requirements of the State necessary to ensure that the program with respect to which assistance is being provided under this Agreement to the Grantee is carried out in accordance with the State's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the State under Section 104(h) of the Housing and Community Development Act of 1974.

5. Interest of Certain Federal Officials:

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

6. Interest of Members Officer or Employees of Contractors. Members of Local Governing Body. or Other Public Officials:

No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for Work to be performed in connection with the program assisted under the Agreement. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

7. Prohibition Against Payments of Bonus or Commission:

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HCD approval of the application for such assistance, or HCD approval of the applications for additional assistance, or any other approval of concurrence of HCD required under this Agreement, Title I of the Housing and Community Development Act of 1974, or HCD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.