

**CITY OF WILLOWS
REQUEST FOR PROPOSALS
2018 HOME PROGRAM – GRANT No. 18-HOME-12557
ADMINISTRATIVE SUBCONTRACTOR SERVICES**

Release Date: May 13, 2020

Closing Date: May 28, 2020

RFP No: **18-HOME-12557**

CONTACT PERSON: Tim Sailsbery
City of Willows
201 North Lassen Street
530-934-7041
530-934-7402
tsailsbery@cityofwillows.org

Proposals to be received by 5:00 p.m. on May 28, 2020 at the address listed above. Please also note that, under the circumstances associated with COVID-19 restrictions, electronic submittal will be accepted for this RFP only. Electronic submittals must meet the receipt deadline as noted, and will be e-mailed to the City Clerk of the City of Willows at trustenhoven@cityofwillows.org. The City will not be responsible for late or lost proposals or accept proposals that fail to be delivered to the address or e-mail listed above by the time and date listed above.

I. INTRODUCTION

The City of Willows (CITY) has received 2018 HOME Program funds for the development of a 24 unit rental new construction housing project in Willows, CA. This RFP is issued to obtain proposals for the performance of Administrative Subcontractor services as outlined in Section II: Scope of Work.

The CITY will enter into a negotiated contract with the successful applicant for administrative subcontractor services. The successful Administrative Subcontractor will provide all the services for implementing the 2018 HOME Program grant listed in the Scope of Work, below, the HOME Standard Agreement, and the HOME NOFA in conformance with all state and federal regulations.

II. SCOPE OF WORK

- A. Administrative Subcontractor shall ensure proper completion and submission of all financial and performance reports required by the HOME program (i.e., monthly project status reports, quarterly [only required for Programs], annual [applicable sections], close-out, etc.). Completion and submission of these reports is dependent upon the CITY's and DEVELOPER's timely completion and submission of their responsibilities associated with this project.
- B. Administrative Subcontractor shall be present at all appropriate public meetings if requested by the CITY.
- C. Administrative Subcontractor shall prepare and submit to HCD and the CITY a file containing all of the necessary materials to meet the Set-Up and Disbursement Conditions outlined in the HOME Standard Agreement, Exhibit B, Sections 2-4. Completion and submission of this file is dependent upon the CITY's and DEVELOPER's timely completion and submission of their responsibilities associated with the compilation of this file.
- D. Administrative Subcontractor shall establish and maintain administrative files in accordance with the system preferred by HCD, outlined in the HOME contract management manual. This includes maintaining the required Public Information Binder.
- E. Administrative Subcontractor will directly participate in any monitoring by the state or other agencies (if requested) and provide the necessary documents and files for such monitoring visits. Administrative Subcontractor will advocate on the agency's behalf, to the maximum extent appropriate, and respond to and correct any monitoring findings under control of the Administrative Subcontractor.
- F. Administrative Subcontractor shall keep the CITY updated as to project status on a regular basis.
- G. Administrative Subcontractor shall prepare a close-out manual to guide the CITY after the project has been completed. Such guide will outline the CITY's ongoing program responsibilities. The CITY has agreed that this manual can be structured to contain pertinent sections of HOME information previously developed by HCD/HOME.
- H. Administrative Subcontractor shall monitor program milestones and recommend amendments as necessary.
- I. Administrative Subcontractor shall facilitate communications between the Developer and the CITY and HOME representatives and owner entity.
- J. Administrative Subcontractor shall apprise CITY of all applicable federal and state requirements related to the HOME funds and facilitate the meeting of such requirements.
- K. Administrative Subcontractor shall prepare the applicable level of NEPA environmental clearance on behalf of the CITY, including the Statutory Worksheet and Environmental Assessment as required, on HOME required forms. Administrative Subcontractor shall prepare all documents required by the HOME program for the CITY to receive the Authority to Use Grant Funds from the state HOME program.

- L. Administrative Subcontractor shall monitor all Federal Labor Standard Requirements to ensure compliance. If State Prevailing wage requirements are required for this project, the Administrative Subcontractor shall ensure that the higher of the two wages is paid. The Administrative Subcontractor will update the CITY's Labor Standards Compliance Officer on a weekly basis during the project and maintain files required by the HOME program.

III. PROPOSAL FORMAT

A qualifying proposal must address all of the points in the Scope of Work.

- A. Brief description of firm, contact person, address, telephone number, fax number, and e-mail address.
- B. Resumes of staff who will work on the program.
- C. Administrative Subcontractor's experience in successfully implementing CDBG and HOME housing rehabilitation programs. Experience with rental housing developments. Give examples, dates, persons, projects, and scope of work performed.
- D. Three references who have knowledge of Administrative Subcontractor's recent work completed and in progress.

The selected firm is required to comply with all terms and conditions of the State Department of Housing and Community Development, Home Investment Partnerships Program.

IV. PROPOSAL SUBMITTAL

- A. One original (1) and two (2) copies of the proposal, if mailed, shall be received no later than 5:00 p.m. on May 28, 2020. Send proposals to:

City of Willows
Attn: 18-HOME-12557 Admin Svc Proposal
201 North Lassen Street
Willows, CA 95988

Phn 530-934-7041
Fax 530-934-7402

Proposals may also be electronically submitted to trustenhoven@cityofwillows.org

- B. All proposals shall be submitted in a sealed envelope, if mailed or manually delivered, which is clearly marked with the RFP number, title of RFP, and closing date and time.
- C. Late proposals shall not be accepted.
- D. All proposals, whether selected or rejected, shall become the property of the CITY.
- E. Cost of preparation of proposal shall be borne by the proposer.
- F. Proposals shall be signed by an authorized employee in order to receive consideration.
- G. The CITY will not be responsible for proposals delivered to a person/location other than specified herein.

V. AWARD CRITERIA AND SELECTION PROCESS

The CITY is using the competitive negotiation process, wherein the experience of each proposer is evaluated as it relates to the Scope of Work and grant purpose. The CITY is particularly interested in receiving proposals from female, minority, and locally-owned small businesses. After the evaluation committee has reviewed and discussed proposals with the proposing firms, each firm will be rated using the following criteria and rating schedule.

A. Evaluation Criteria

EVALUATION CRITERIA	RATING POINTS
Administrative Subcontractor=s proposal for addressing the Scope of Work items and approach to projects.	30
Specific experience of the Administrative Subcontractor in the areas of State of California HOME Administrative Subcontractor services.	55
Knowledge of various other housing and community development programs which may further the grant purpose.	5
Availability and accessibility to CITY staff.	5
Administrative Subcontractor Fee.	<u>5</u>
TOTAL	100

- B. CITY staff will then exercise its discretion in selecting a firm and will negotiate and contract in accordance with that City selection.
- C. The CITY reserves the right to award a contract to the firm or individual that presents the proposal which, in the sole judgment of the City, best serves the interest of the City.
- D. The CITY reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.

VI. CONFLICT OF INTEREST

Administrative Subcontractor warrants that no official or employee of the CITY nor any business entity in which an official of the CITY has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the CITY.

VII. INSURANCE REQUIREMENTS

The successful proposer shall provide a Certificate of Insurance naming the CITY as additional insured for the following:

- A. Workers Compensation
- B. General Liability and Property Damage with a combined limit of \$1,000,000.00
- C. Automobile Liability Insurance in an amount not less than \$500,000.00
- D. The policy shall not be cancelable within thirty (30) days advance written notice to CITY and shall be in a form and by a surety approved by the CITY.
- E. In the event the policy is canceled prior to the completion of the project and the Administrative Subcontractor does not furnish a new Certificate of Insurance prior to cancellation, the CITY may obtain the required insurance and deduct the premium(s) from contract monies due to the Administrative Subcontractor.
- F. If the policy is a claims-made policy, the policy shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein.
- G. As used above, the term Administrative Subcontractor@ includes the Administrative Subcontractor, and its officers, agents, or employees.

VIII. INDEMNIFICATION

- A. Administrative Subcontractor agrees to hold harmless and to indemnify the CITY from every claim or demand which may be made for any injury or death, or damage to property caused by Administrative Subcontractor in the performance of this contract.
- B. Such duty shall be irrespective of the date upon which the claim or demand is asserted.
- C. If any judgment is rendered against the CITY for any injury, death, or damage caused by contractor in the performance of this contract, Administrative Subcontractor shall, at his own expense, satisfy and discharge any judgment.
- D. None of the foregoing paragraphs shall be applicable if the injury, death, or damage is caused solely by CITY=s negligence.
- E. Administrative Subcontractor agrees that it shall immediately notify the CITY and Contract=s insurance carriers of any incident occurring during performance of this contract which may result in a claim or liability.

- F. As used above, the term CITY means the City of Willows or its officers, agents, or employees.
- G. As used above, the term Administrative Subcontractor includes Administrative Subcontractor and Administrative Subcontractor's officers, agents, or employees.

IX. ASSIGNMENT

Any contract resulting from this bid and any amendments or supplements thereto shall not be assignable by the successful bidder either voluntarily or by operation of law, without the written approval of the CITY and shall not become an asset in any bankruptcy, receivership, or guardianship proceedings. Any assignee would need to have equivalent qualifications as to retain HOME award eligibility.

X. INQUIRY

Direct all inquiries regarding this RFP to:

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