

**CITY OF WINTERS, CA**  
**REQUEST FOR PROPOSALS**  
**TO PROVIDE ECONOMIC DEVELOPMENT CONSULTING SERVICES**  
**FOR THE**  
**STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

Release Date: March 9, 2010

Closing Date: March 31, 2010

RFP No.: CDBG / ED 2010

CONTACT PERSON: Dan Maguire  
City of Winters  
318 First Street  
Winters, CA 95694

Proposals to be received by 5 p.m. on March 31, 2010 at the address listed above.

**I. INTRODUCTION**

The City of Winters wishes to be proactive in the development of economic development opportunities for its residents. Consultant services need to be secured for CDBG economic development loan underwriting and application preparation services. These services will be retained for up to three years. As economic development projects are proposed a qualified consultant will be needed to work on project underwriting using CDBG regulations and for application preparation and submittal to the state.

**II. SCOPE OF WORK / PROGRAM DESIGN**

The consultant's basic services will include, but not be limited to, the following tasks:

CDBG Program Income (PI) Underwriting and application intake  
CDBG Over the Counter (OTC) Underwriting and application intake  
Business Assistance Loan Processing  
CDBG Enterprise Fund Allocation – Application Preparation

### III. PROPOSAL FORMAT

A qualifying proposal must address all of the points in the Scope of Work in the order shown below:

- A. Brief description of firm, contact person, address and telephone number.
- B. Resumes of staff who will work on the CDBG project underwriting and application preparation, including qualifications of project implementation staff or sub consultants or financing experts.
- C. Consultant's experience in CDBG business assistance loan processing and obtaining state/HCD approval of loan.
- D. Description of experience in CDBG enterprise fund application preparation.
- E. Examples of knowledge and skills in business assistance networking, contact development, and marketing ability for local government.
- G. Knowledge and experience in technical assistance working with businesses, application intake, commercial underwriting, CDBG underwriting, business assistance loan processing, financing, and coordinating loan processing and application submittal.
- H. Three references who have knowledge of consultant's recent work.
- I. Proposed schedule of work and phased milestones for completion, based on the City receiving a release of funds once existing program income has been expended.
- J. Proposed fix-price cost of underwriting and preparing a CDBG OTC application and/or a CDBG PI application. Fixed cost for preparation of CDBG Enterprise Fund application. Cost shall be based on a **total budget limit not to exceed allowable activity delivery fees**. Please include a schedule of charge rates for each employee of the consultant working on the City's program(s). The fix-price cost will be negotiated upon selection of contractor.

#### IV. PROPOSAL SUBMITTAL

- A. Three (3) copies of the proposal shall be received no later than 5:00 p.m., on the day of March 31, 2010.

**Send Proposals to:      Dan Maguire  
   City of Winters  
   318 First Street  
   Winters, CA 95694  
   (530) 795-4910, x 118  
   E-Mail: [daniel.maguire@cityofwinters.org](mailto:daniel.maguire@cityofwinters.org)**

- B. All proposals shall be submitted in a sealed envelope 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 of Winters.
- 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 proposal is evaluated as it relates to the Scope of Work and individual grant purpose. The City is particularly interested in receiving proposals from small, female, minority and locally-owned small businesses. All responses will be reviewed and discussed, each firm will be rated using the following criteria and rating schedule:

<u>A. EVALUATION CRITERIA</u>	<u>RATING POINTS</u>
How consultant addresses the Scope of Work items with program design.	25
Overall experience of Consultant in CDBG business loan underwriting.	25
Specific experience of the Consultant in the areas of CDBG guidelines and OTC & Enterprise Fund Applications	25
Knowledge of business contacts and business lenders in the area.	10
Knowledge of and experience in delivering technical business assistance and ability to assess project feasibility.	10
Availability and accessibility to program participants & City staff. Consultant Fee and Billing Rates	5

B. The top firm will then be recommended to the City of Winters City Council for approval.

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**

Consultant warrants and covenants 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.

## **VI. INSURANCE REQUIREMENTS**

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

- A. Worker's 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 without thirty (30) days advance written notice to the 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 Contractor 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 Contractor.
- G. As used above, the term "Contractor" includes the Contractor, and its officers, agents or employees.

## **VIII. INDEMNIFICATION**

- A. Contractor agrees to save 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 Contractor 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, Contractor 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 the City's negligence.
- E. Contractor agrees that it shall immediately notify City and Contractor's insurance carriers of any incident occurring during performance of this contract which may result in a claim of liability.
- F. As used above, the term "City" means the City of Winters, or its officers, agents or employees.
- G. As used above, the term "Contractor" includes Contractor and Contractor's officers, agents or employees.

**IX. ASSIGNMENT**

- A. 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/County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

**X. INQUIRY**

- A. Direct all inquiries regarding the RFP to:

Dan Maguire  
Economic Development  
City of Winters  
318 First Street  
Winters, CA 95694

## ATTACHMENT A

### CDBG STANDARD CONTRACT AND PROPOSAL LANGUAGE

#### "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications"

- A. Equal Opportunity Clause. During the performance of this contract, the contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of

the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will

otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Federal Equal Employment Opportunity Construction Contract Specifications.

1. as used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).

- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The contractor is expected to make

substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring

hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.b. above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and

subcontractors with whom the contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through 7.p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those

standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall precede in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area resident (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas,\* transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, habits, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of

the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

            
\*Parking lots, drinking fountains, recreation or entertainment areas.