



DATE: September 5, 2018
TO: Housing and Community Development Consultants
FROM: Dan Maguire, Economic Development and Housing Manager

**REQUEST FOR PROPOSAL
IMPLEMENTATION OF AFFORDABLE SENIOR RESIDENTIAL HOUSING
CONSTRUCTION PROJECT**

Deadline for Submission: September 26, 2018 at 4:00 P.M.
UNDER NO CIRCUMSTANCES WILL LATE PROPOSALS BE ACCEPTED

The City of Winters is soliciting proposals from qualified housing program consulting firms to provide services generally described below and more fully described in the Scope of Work section of the RFP.

The City has received 2015 State HOME Program funds for the construction of a 63 unit, new rental multi-family affordable housing development, located within the City limits. An Administrative Subcontractor is being sought to oversee the documentation, compliance and cash disbursements related to this project. *It should be noted that the NEPA process has been completed and the project has been provided with an authority to use grant funds by HOME.*

I. Project Description

The Blue Mountain Terrace project is a 63-unit multi-family affordable housing development. The affordable housing is for low and very low-income senior households. Domus Development, LLC proposes to construct the Blue Mountain Terrace project, consisting of senior housing, on the southernmost 1.59 acres of the 2.81-acre parcel. The Blue Mountain Terrace project would be located between Grant Avenue and Baker Street between Morgan Street and East Street. The project would consist of a three-story residential building that provides 62 units of senior housing and one manager's unit. The project would include parking for 43 vehicles. Community amenities would include a manager's office, passenger loading areas along Baker Street, a public plaza with seating, and drought-tolerant landscaping.

II. Proposed Scope of Services

1. Prepare and submit to the City (or its agent) a binder with files containing all of the necessary materials to meet the Set-Up and Payment Provisions as outlined in the HOME Standard Agreement, Exhibit B, Sections 2-4 (included below). Completion and submission of this binder with files must be made in a timely manner.
 - A. Prepare HUD-required Project Set-Up form
 - B. Compile required back up and federal procurement documentation
 - C. Prepare State Recipient Certification Statement regarding Relocation Plan
 - D. Compile documents as required for completed NEPA environmental review process and clearance into binder
 - E. Compile required back up and federal labor standards provisions including Davis-Bacon and related Acts and prepare certification forms
 - F. Compile the Affirmative Marketing Procedures and Affirmative Fair Housing Marketing Plan, Section 3 MBE/WBE from City of Winters and Architect Certification of Compliance with Section 504 of the Rehabilitation Act of 1973 and the Federal Fair Housing Act.
 - G. Compile the Subsidy Layering and Financial Analysis check sheet, certification form with back up materials and prepare summary explanations of the Recipients activities to comply with the “Key Evaluation Points” and UMR Matrix
 - H. Update Current Financial Projections for project and update required information in Universal Application in pages 8-28. Compile back up.
 - I. Confirm Permanent and Construction financing commitments from all City of Winters funding sources by compiling commitment letters
 - J. Confirm evidence of site control by compiling agreements and title reports
 - K. Obtain and compile census data, market study data and statistical documentation to report housing compatibility and minority percentages for the community, similar projects and new project site, as is required by neighborhood standards guidelines.
 - L. Compile Marketing Plan and Tenant Selection Plan from City of Winters
 - M. Coordinate submittal of progress reports on meeting occupancy standards through the rent-up
 - N. Prepare State Recipient Statement of Assurances letter
 - O. Preparation and submittal of other documents deemed necessary by HCD prior to project setup completion, including identification of HOME units and their initial rents; submittal of any draft security documents and lien agreements, draft HOME loan documents and any Limited Partnership Agreements if applicable
2. Comply with Federal Fair Housing and Equal Opportunity requirements.
3. Compliance with all applicable state and federal Labor Standards provisions.
4. Comply with Federal Procurement Requirements.
5. Comply with the Federal and Site Neighborhood Standards.
6. Establish and maintain administrative back up files and reports in accordance with the system preferred by the City and HCD, outlined in the HOME contract management manual. This includes maintaining the required Public Information Binder.

7. Participate in any monitoring by the state or other agencies and provide the necessary documents and files for such monitoring visits. Serve as support to the City's (or its agent), to the maximum extent appropriate, and respond to and correct any monitoring findings.
8. Keep the City (or its agent) and State updated as to project status on a bi-monthly basis.
9. Monitor program milestones and recommend amendments as necessary.
10. Facilitate communications between the Developer, the owner entity and the City (or its agent).
11. Apprise City (or its agent) of all applicable federal and state requirements, if necessary, related to the HOME funds and facilitate the meeting of such requirements.
12. Administer and monitor all Federal Labor Standard Requirements related to construction project to ensure compliance. Maintain Labor Standards binder and all records of certified payrolls of contractors and subcontracts. Submit binders to City at end of project as part of close-out package.
13. Prepare and submit to City (or its agent) Project Monthly Status Reports, no later than the 10th day of following month.
14. Prepare and submit to City (or its agent) Project Completion Report, Final Wage Compliance Report, Final Cost Certification, HUD 1, no later than 60 days after any final project drawdown request.
15. Prepare a close out and monitoring checklist to guide the City after the project has been completed. Such checklist will outline the City's ongoing program responsibilities. The City has agreed that this can be structured to contain pertinent sections of HOME information previously developed by HCD/ HOME.
16. Consultant shall provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.
17. Note that the requirements for assuming the scope of work will begin as soon as a contract can be negotiated with the successful applicant due to the nature and status of this program with urgent deadlines.

Budget

Administration – The City will budget up to a certain amount available for administration as permitted by funding sources and Consultant shall set a cap on proposed costs with the City to ensure that sufficient monies exist to fund the costs of Consultant and City or its Agents. The timeframe for the process is estimated to be approximately 24 months to complete, once the contract is in place and through project completion and close out.

Accessibility

1. The City expects Consultant to be accessible to meet on project without incurring additional costs outside of those provided for above. Meetings will be held as needed to review project timeline and performance issues at the City's designated location.
2. Consultant is to be available and prepared to make presentations before the governing body and others as needed to meet public hearing and general information needs of City.

III. Proposal Requirements

1. Provide a summary of firm's qualifications in providing services for a city and/or county by listing in the order shown below, the following. Note that the responses shall reflect the experience that the applicant has had based on the work of the individuals who are proposed to service the County's account and not of the firm in general:

- A. Brief history and the purpose(s) for which your firm was formed.
- B. State firm's policy regarding affirmative action.
- C. Indicate if firm is a small business and/or minority or woman-owned business. (Provide a copy of such certification if claimed.)
- D. Describe experience managing CDBG, HOME, and/or CalHOME grants.
- E. State overall qualifications and duties, and availability, of project staff to be assigned to this contract.
- F. List any instances in which a program your firm administered was ever found to be non-compliant in one or more areas. Provide a recap of the situation including the timeframe that the act(s) of non-compliance occurred and the manner in which it was resolved. If none exist, then affirmatively state this in the application.
- G. If a sub-contractor will be used to provide services, this fact must be called out in the proposal document and the information requested above must be provided for each staff member of the sub-contractor and the subcontractor itself.

2. Grant implementation and administration experience as it relates to a city and/or county client:

- A. Describe past performance that demonstrates ability to complete a project in a timely and cost efficient manner.
- B. Describe how the firm will implement and operate the program(s), responding to the various work tasks identified above.
- C. Describe proposed project management and firm's record keeping systems. Include samples of reports.

- D. Attach list of jurisdictions where Consultant has contracted to implement and/or administer Federal, State and/or Local housing programs and/or managing a loan portfolio.

(For item A, list the Cities/County's for which your firm provided these services, the timeframe in which these services were provided, the amount of funding allocated to the program and the contact information including name, email address and phone number of the individual who can provide a reference for you)

3. State the amount to be charged for general administration and activity delivery for each service and a grand total. If services are proposed to be offered for some but not all administrative requirements, pricing will need to reflect the applicable amount for each area to be serviced.
4. Statement that firm will provide a Certificate of Insurance for coverage equal to or better than that described in Attachment A.
5. Identify the staff that will provide the services called for and include a resume for each. Each resume must identify the types of grants and programs that the individual has been involved with throughout their career and those with which they have experience after joining your firm; list the specific tasks that they were responsible for. Identify the lead manager who will be responsible for service delivery to the City for this engagement. Positions/functions not identified by the Applicant but deemed necessary by City will be viewed as a deficient response. Include a rate sheet stating hourly rates for each personnel category.
6. The response shall be signed by an individual authorized to represent the firm in such matters and the signature line shall include the signer's title and the date on which the document was signed.

IV. Selection Process

The relevant experience of each applicant will be evaluated as it relates to the Scope of Services. The City or its Agents will review the responses to the Request for Proposals and reference checks and will make a recommendation to the City. Proposals will be ranked based on an assessment of the applicant's integrity, accessibility, resources, experience and past performance with regard to their ability in administering, implementing and operating California CDBG, HOME, and/or Cal HOME grants and programs. The selection criteria will include pricing but will not be a material criteria.

Each proposal will be ranked separately to ensure fair competition since bidders are not required to respond to all service needs.

V. Award of Contract

The City will make the final decision and award the contract. The City reserves the right to reject any and all proposals submitted, to request clarification or additional information from applicants and to waive any irregularity in the proposal as long as City procedures remain consistent with the required procurement procedures.

The City also reserves the right to award a contract to the firm(s) that present(s) the proposal which, in the sole judgment of the City, best demonstrates the expertise desired by the City. This Request for Proposal does not represent a commitment on the part of the City to award a contract, nor does it

commit the City to reimburse an applicant for the costs associated with the preparation of their response to the RFP.

Formal interviews may be conducted.

The State Department of Housing and Community Development must approve the selected Administrative Subcontractor prior to contract award or execution.

VI. Submission of Proposal

Responses should be submitted via email no later than 4:00 p.m. on September 26, 2018. Email proposal to cbrock@ych.ca.gov. Request a confirming receipt response in your e-mail. The proposal (with original signature) must be emailed with the Subject Line titled "Winters Construction Project". The City will not be responsible for undeliverable proposals or accept proposals that fail to be delivered timely.

VII. Proposal Format and Copies

All proposals must be produced on standard 8 ½" x 11" paper with portrait orientation and PDF format. Proposals are limited to 30 (thirty) pages not including covers or Letter of Transmittal. Offerors shall email one (1) copy of their proposal (signature in blue ink) to the email address specified above on or before the closing date and time, for receipt of proposal.

Questions regarding this Request for Proposal may be directed to:

City of Winters
C/O
Colleen Brock, Senior Management Analyst
Yolo City Housing
147 W. Main St.
Woodland, CA 95695
Phone No. 530-669-2228
Fax No. 530-662-5429
Email: cbrock@ych.ca.gov

**Small, minority and female-owned businesses are encouraged to apply.
The City of Winters is an Equal Opportunity employer.**

EXHIBIT A
INSURANCE REQUIREMENTS

A. Insurance: Consultant, at Consultant's own cost and expense, shall procure and maintain, at all times, for the duration of the contract, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the consultant must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The City, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. . **[NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the City of Winters (if agreed to in a written contract or agreement) before the City's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence"

basis unless the City Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Consultant changes insurance carriers Consultant shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Consultant changes to a new carrier prior to receipt of any payments due.

4. The Consultant shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the City’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the City Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or City of Winters.
 6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
 7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the City Risk Manager.
 8. The policies shall cover all activities of Consultant, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, the Consultant's insurance coverage shall be primary, including as respects the City, its officers, agents, employees and volunteers. Any insurance maintained by the City shall apply in excess of, and not contribute with, insurance provided by Consultant's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against the City, its officers, employees, agents and volunteers.
- B.** Prior to commencing services pursuant to this Agreement, Consultant shall furnish the City with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the City Risk Manager before work commences. Upon City’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Consultant shall furnish the City with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this

Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon City's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. City of Winters reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

- D.** Consultant agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Consultant agree to be bound to Consultant and the City of Winters in the same manner and to the same extent as Consultant is bound to the City of Winters under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Consultant** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Consultant** will provide proof of compliance to the City of Winters.
- E.** Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Consultant fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

EXHIBIT B

HOME STANDARD REQUIREMENTS LABOR STANDARDS - - FEDERAL LABOR STANDARDS PROVISIONS

The Grantee, Sub-Consultant, and the Consultant shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of :

Davis-Bacon Act (40 USC 3141-3148) requires that workers receive no less than the Prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.00.

Copeland “Anti Kickback” Act (Title 18 USC Section 874 and Title 40 USC Section 3145) requires that workers be paid at least once a week without any deductions or rebates except permissible deductions.

Contract Work Hours and Safety Standards Act – CWHSSA (40 USC Chapter 3701-3708) requires that workers receive “overtime” compensation at a rate of 1.5 times their regular hourly wage after they have worked 40 hours in one week.

Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3, and 5 are the regulations and Procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

CONTRACTORS AND SUBCONTRACTORS

1. The Grantee and the Consultant shall not enter into any agreement, written or oral, with any contractor without prior determination by the State of the contractor’s eligibility. A Contractor or subcontractor is not eligible to receive grant funds if the contractor is not licensed in good standing in California. A contractor or subcontractor is not eligible to receive grant funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
2. This agreement, and any future agreements between the Grantee and the Consultant, or any contractor or subcontractor shall require the Consultant, the contractor, and its subcontractors if any, to:

Maintain, if so required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity or any part of it.