CITY OF EUREKA, CALIFORNIA

REQUEST FOR PROPOSAL (RFP)

PROJECT TITLE: 2015 STATE HOME PROGRAM GRANT #15-HOME-10093 THE LODGE AT EUREKA ADMINISTRATIVE SUBCONTRACTOR SERVICES

Release Date:	**Sunday, August 30, 2015**
Proposal Deadline:	**Monday, September 21, 2015 - No Later than 5:00 P.M.**
Contact Person:	**Melinda Petersen, Housing Project Manager City of Eureka 531 K Street Eureka, CA 95501 (707) 441-4214**

Critical Dates and Requirements

RFP Announcement Released:	**Sunday, August 30, 2015**
Deadline for Submittal of Questions:	**September 4, 2015**
Addendum #1 (answers to questions):	**September 8, 2015**
Proposals Due:	**September 21, 2015 - No Later than 5:00 P.M.**
Council Action to Award:	**October 20, 2015**
Notice to Proceed; Contract Start Date:	**October 23, 2015**
Project Completion Date:	**Three Years From Start Date**
All Grant Funds Must be Expended By:	**June 30, 2018**

NOTICE OF REQUEST FOR PROPOSALS

City of Eureka Bid#: 2016-02

PROJECT TITLE: 2015 STATE HOME PROGRAM - THE LODGE AT EUREKA ADMINISTRATIVE SUBCONTRACTOR SERVICES

1. The City of Eureka (hereinafter "CITY") is soliciting Requests for Proposals for administrative subcontractor consulting services for the 2015 State HOME Program Grant #15-HOME-10093 - The Lodge at Eureka, a new rental construction project, (hereinafter "PROJECT"), and will receive proposals in the Development Services Office, Third Floor, City Hall, 531 K Street, Eureka, California, 95501, up to the hour of **5:00 PM, Monday, September 21, 2015**.

2. The work/services to be performed by the successful proposer are described in the Request for Proposals. Copies of the Request for Proposals are available at: http://www.ci.eureka.ca.gov/rfps/bids.asp. Physical copies can be retrieved from the CITY at:

   Development Services Office
   Third Floor, City Hall, 531 K Street
   Eureka CA 95501
   (707) 441-4160

3. All responsive proposals shall be reviewed and evaluated by the CITY in order to determine which proposer best meets the CITY's needs for the PROJECT. The criteria by which the CITY shall evaluate proposals are set forth in the Scope of Services.

4. The CITY reserves the right to reject any and all proposals or waive minor irregularities in any proposal or the proposal process.

5. The City of Eureka is not responsible for any costs incurred in the preparation of proposals and/or any work/services rendered by a firm prior to the contract award.

Melinda Petersen

Melinda Petersen
Housing Project Manager

8/28/15
Date

I. INTRODUCTION

The City of Eureka has received 2015 State HOME Program Funds for the development of "The Lodge at Eureka". This RFP is issued to obtain proposals for the performance of Administrative Subcontractor's Services (Consultant) as outlined in **Section II: Scope of Services.**

The Lodge at Eureka will convert a vacant 80-unit, two story, two-building motel into a 50-unit affordable housing project serving seniors age 55 and over with household incomes between 35-60 percent Area Median Income (AMI). The project will have eight studio units, 36 one-bedroom, five two-bedroom, and one three bedroom market rate manager's unit. Project amenities include an elevator, community room with kitchen and fitness area, swimming pool/Jacuzzi, laundry rooms, and a picnic area. Unit amenities will include dishwasher, disposal, refrigerator, range, and laundry hook-ups. The project site is located near the historic downtown section of Eureka, with a medical facility, public transportation, pharmacy, and a senior center within one-tenth of a mile. Shopping and other services are available within one quarter to one-half mile of the project.

The City will enter into a negotiated contract with the successful applicant for Administrative Subcontractor Services. Subcontractor will meet all terms and conditions, City insurance requirements, and acquire a City business license. No contract is considered final without Council and HCD approval. The successful Administrative Subcontractor will provide all services for implementing the 2015 State HOME Program grant listed in the Scope of Services, outlined in the State HDC HOME Standard Agreement and the State HOME NOFA in conformance with all state and federal regulations.

II. SCOPE OF SERVICES

A. Administrative Subcontractor shall ensure proper completion and submission of all financial and performance reports required by the State HOME program (i.e., monthly, quarterly, annual, close-out, etc.). Completion and submission of these reports is dependent upon the CITY's and HOME project DEVELOPER's timely completion and submission of their responsibilities associated with this project.

B. Administrative Subcontractor shall attend all appropriate public meetings, if requested by the CITY.

C. Administrative Subcontractor shall prepare and submit to State HCD and the CITY a file containing all of the necessary materials to meet the Set-Up and Disbursement Conditions outlined in the State HOME Standard Agreement. 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 State HCD, outlined in the State 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 concurrently with the City, and provide the necessary documents and files for such monitoring visits. Administrative Subcontractor will advocate on the other agency's behalf, as necessary, and to the maximum extent appropriate, and respond to and correct any monitoring findings under control of the Administrative Subcontractor with City oversight.

F. Administrative Subcontractor shall keep the CITY updated as to project status on a regular basis. A regular schedule will be established and agreed upon by the City and Administrative subcontractor for regular project status/updates.

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 State HOME information previously developed by State HCD/State 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 (owner entity) and State HOME representatives on specific issues.

J. Administrative Subcontractor shall apprise CITY of all applicable federal and state requirements related to the State HOME funds and facilitate the meeting of such requirements.

K. Administrative Subcontractor shall lead in the submission of draw requests and review of the supporting documentation for the draw.

L. Administrative Subcontractor shall coordinate the submission of the final draw and the preparation of the required Project Completion Report to be submitted to the State HCD.

M. The close-out binder can serve as the City's permanent record and assist in the event of a close-out monitoring by the Department. Administrator should be available to facilitate/assist in this close-out monitoring if it occurs during the duration of the contract.

III. PROPOSAL FORMAT

A qualifying proposal must address all of the points in the Scope of Services and include any specific requirements outlined in the Standard Agreement.

A. Brief description of firm, contact person, address, telephone number, fax number, and e-mail address.

B. Names and Resumes of all staff who will work on the project.

C. Addresses (include zip codes), phone numbers and email addresses of all persons who will be involved in the project.

D. Administrative Subcontractor's experience in successfully implementing CDBG, HOME, and in particular, State HOME housing new construction programs. Experience with rental housing developments. Give examples, dates, persons, projects, and scope of work/services performed.

E. Three references who have knowledge of Administrative Subcontractor's recent work completed and/or in progress for a similar project.

F. Proposed schedule of work/services and phased milestones for completion, based on an estimated start date of October 23, 2015, through completion of all required reporting for the grant closing, including the filing of an approved "Project Completion Report".

G. Proposed fee schedule for entire project.

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. Five (5) bound copies and one (1) unbound copy of the proposal shall be submitted and shall be received no later than 5:00 p.m. on September 21, 2015. Send proposals to:

Development Services Office
Third Floor, City Hall, 531 K Street
Eureka CA 95501
(707) 441-4160

B. All proposals shall be in an envelope which is clearly marked on the outside with the title of the RFP - "2015 State HOME Program-The Lodge at Eureka, Administrative Subcontractor Services".

C. Late proposals shall not be accepted.

D. All proposals, whether selected or rejected, shall become the property of the CITY.

E. The City of Eureka reserves the right to reject any and all proposals submitted.

F. Cost of preparation of proposal shall be borne by the proposer.

G. Proposals shall be signed by an authorized employee in order to receive consideration.

The CITY will not be responsible for proposals delivered to a person/location other than specified herein.

V. SUBMITTAL OF QUESTIONS AND RELEASE OF ADDENDUM #1

This RFP was released on Sunday, August 30, 2015. Questions regarding the RFP shall be submitted to CITY via email (mpetersen@ci.eureka.ca.gov) no later than September 4, 2015. On September 8, 2015, CITY will post Addendum #1 on the City's website. Addendum #1 will answer the questions posed. CITY shall not be responsible for any explanations or interpretations of the Request for Proposal other than by Addendum # 1. No oral interpretations of any provision in the Request for Proposals shall be binding upon CITY.

VI. AWARD CRITERIA AND SELECTION PROCESS

The City of Eureka is using the competitive proposal process, wherein the experience and approach of each submitted proposal is evaluated as it relates to the Scope of Services, grant purpose, and other elements outlined in this RFP. The CITY is particularly interested in receiving proposals from female, minority, and locally-owned small businesses. All proposals will be reviewed and rated by a selection panel according to the following criteria:

A. Evaluation Criteria

EVALUATION CRITERIA		RATING POINTS
1.	Administrative Subcontractor's Proposal for addressing the Scope of Services and their approach to the project.	30 points
2.	Specific experience of the Administrative Subcontractor in conducting activities in the area of HOME Administrative Subcontractor Services.	55 points
3.	Knowledge of various other housing and community development programs which may further the grant purpose.	5 points
4.	Availability and accessibility to staff.	5 points
5.	Administrative Subcontractor's fee.	5 points
Total		**100 Points**

B. The City of Eureka reserves the right to negotiate final scope of services with the successful firm. An evaluation committee will be assembled to review all proposals and will report its recommendation to the City Manager and City Council.

The City of Eureka, its Governing Body, whom retains the right to reject any and all proposals, will award the contract. Selection will be made within 10 days of the proposal deadline, if possible. The City of Eureka reserves the right to award a contract to the firm that presents the proposal, which in the sole judgment of the City of Eureka, best serves the City of Eureka. The City of Eureka reserves the right waive minor irregularities in said proposals, and/or to negotiate minor deviations with the successful firm.

VII. 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.

VIII. DEBARMENT

A completed debarment form must be completed by the selected consultant, and if applicable a WBE/MBE self-certification form must also be completed by the selected consultant **(Attachments A & B)**.

IX. INSURANCE REQUIREMENTS

The successful proposer shall provide a Certificate of Insurance naming the CITY as additional insured as stated in the attached document. The language for indemnification and cancellation is very specific and must be followed as stated in the attached City Insurance format **(Attachment C)**.

X. INDEMNIFICATION AND ASSIGNMENTS

The Indemnification and Assignments will be addressed in the City of Eureka Professional Services Agreement which the successful applicant will be given the opportunity to review and discuss any revisions, as needed, with the City's legal authority.

XI. DELIVERY OF RFP

It is the Proposer's responsibility to ensure that the RFP is received by CITY prior to the hour and date for submittal of the proposal specified in the Request for Proposal. Any proposals received by CITY after the hour and date shall be rejected and returned unopened.
Proposals shall be mailed or hand-delivered to:

Development Services Office
Third Floor of City Hall
531 K Street
Eureka, California, 95501

Proposals shall be received by 5:00 PM, Friday, September 21, 2015. Postmarks will not be accepted.

All proposals, whether selected or rejected, shall become the property of CITY. CITY is not responsible for proposals delivered to a person/location other than specified above.

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION for LOWER TIER COVERED TRANSACTIONS

State of California HOME Investment Partnerships Program

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Name of Organization/Business (prospective recipient of Federal assistance funds) – *print*

_____ _____
Name of Authorized Representative - *print* **Title of Authorized Representative** - *print*

_____ _____
Signature **Date** *(MM/DD/YY)*

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT

By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
2. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction" "debarred", "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but it is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transactions knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT B

Minority- or Woman-Owned Business Self Certification Form (If Applicable)

Name of Business: _____

Business Address: _____

Telephone Number: _____

The above-mentioned business is a minority or woman-owned business based on the following qualifications (Circle appropriate criteria):

1. 51% owned by a minority group (African-American, Latino, Asian/Pacific Islander); or
2. 51% woman owned.

The undersigned, his/her signature below declares under the penalty of perjury that the above information is complete and correct.

_____
Date

_____
Business Owner Name (Print Name)

_____
Signature of Business Owner

EQUAL HOUSING OPPORTUNITY

ATTACHMENT C

CITY OF EUREKA INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS - Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance
Coverage shall be at least as broad as:

A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

B. Insurance Services Office form number CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

D. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance
Consultant shall maintain limits no less than:

A. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.

C. Employer's Liability: $2,000,000 per accident for bodily injury or disease.

D. Errors and Omissions Liability: $2,000,000 per occurrence for Design or Construction and $250,000 for Non-Design or Construction.

E. I certify that in the performance of the scope of work outlined in this agreement, I shall not employ any person in any manner so as to become subject to the Workers Compensation laws of California.

(Consultant to initial, if applicable)

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall

provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

A. The City, its officers, officials, employees are to be covered as insured as respects: liability to the extent caused by the negligent operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the city.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Worker's Compensation Insurance

Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance of $2,000,000 per accident for bodily injury or disease.

The insurance company agrees to waive all rights of subrogation against the City of Eureka, its officers, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured.