NOTICE TO CONSULTANTS



REQUEST FOR PROPOSALS (RFP)

for

Grant Administration

RESPONSES DUE BY 4:00 P.M.,

On Monday, October 09, 2017

Mail Responses to:

Bertha Augustine, Deputy City Clerk

City of Parlier

1100 E. Parlier Avenue

Parlier, CA 93648

City of Parlier

Request for Proposal (RFP)

for Grant Administration of CDBG

**REQUEST:**

The City of Parlier has several open Housing and Community Development (HCD) grants that include Community Development Block Grants. The city also has open grants from other various agencies. The City of Parlier is requesting proposals from qualified consultant firms to provide services as they relate to grant administration for all CDBG to ensure all HCD/HUD federal overlays and requirements are met.

**BACKGROUND:**

The City of Parlier has open grant awards from HCD and other various agencies. Several of the grants are through the CDBG. The city is looking for a qualified consultant that can administer all their current and future grant awards. The contract will be for a maximum 3-year period.

**SCHEDULE:**

RFP Sent to Fresno Bee September 25, 2017

RFP Due October 09, 2017

Contract with Selected Coordinator approved by Council October 18, 2017

**PROPOSED ADMINISTRATIVE SERVICES**

Services requested may include:

1. Homeownership Direct Assistance
2. Activity Delivery – Rehabilitation: Single-Unit
3. Rehabilitation: Single-Unit Residence
4. Activity Delivery – Rehabilitation: Single Unit Residence
5. General grant set-up (guideline preparation, environmental review, and submittal of

other required documents as required by funding source);

2. Provide the City of Parlier with necessary technical assistance to implement and administer all Grant Agreements;

3. Provide reports at least quarterly to the City of Parlier on progress and performance in relation to budget and scheduled milestones included in City’s/County’s Grant Agreements or approved amendments;

4. Prepare and submit all required reports and cash request as outlined in Grant

Agreements;

5. Prepare and maintain public information binders as required; and

6. Prepare and retain all pertinent records and documents sufficient to reflect all charges submitted.

**FORMAT FOR RESPONSE TO REQUEST FOR PROPOSALS (RFP)**

Submittal Description:

The response to the “RFP” must be made according to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or to include conditions, limitations or misrepresentations may be cause for rejection of the submittal.

Statements are to include the experience as it pertains to: Please include in your proposal:

• A brief history of the consultant’s interest in and a description of the consultant’s ability to provide the requested services.

• Location of office(s) indicating primary office from which services will be provided.

• Indicate familiarity with CDBG funding procedures. What is a “successful” grant?

• Description of proposed scope of work and methodology, including schedule.

• List of relevant project experience of similar work performed by the firm, including location and type of project. Provide the name and telephone number of a reference for each project listed.

• Description of proposed cost including:

A. Hourly rate for each staff member, who would be assigned to this project. B. Timeline and cost chart. Breakdown the project into phases or tasks. Show estimated amount of time to complete each phase or task, by whom an associated cost.

C. Indicated other expenses that are requested to be reimbursed.

D. Propose method of compensation (i.e. hourly, percentage of construction cost, etc).

E. Not to exceed fee for professional services.

**PROPOSAL EVALUATION CRITERIA:**

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

a) The proposal is complete and in required format and is in compliance with the

RFP.

b) Prospective firm agrees to meet with all State and Federal requirements as required by the various funding sources of the projects.

The City reserves the right to reject any and all proposals submitted, to request clarification of services submitted, to request additional information from competitors, and to waive

any irregularity in the proposal and review as long as City procedures remain consistent with State Department and Community Development procurement requirements.

After the evaluation process each firm will be rated using the following criteria and rating schedule:

|  |  |
| --- | --- |
| **EVALUATION SCORE METHODOLOGY**  General firm and/or individual experience: | **Points Available**  20 |
| Specific Grant Application, Implementation & Administration | 20 |
| Capacity to perform the Scope of Work | 20 |
| Staff availability: | 20 |
| Hourly rate schedule: | 10 |
| References: | 10 |
| **Total Points** | **100** |

The City of Parlier will conduct phone interviews of the top three (3) firms that submitted qualified proposals. The top firm will be recommended to the City Council for approval.

**DISPUTES RELATING TO PROPOSAL PROCESS:**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Interim City Manager within ten (10) calendar days before awarding the contract. Appointment of the City Council of selected consultant will occur on Wednesday, October 18, 2017.

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

The Interim City Manager shall consider any matter appealed during a scheduled hearing. The decision of the Interim City Manager shall be final with respect to the matters of fact.

All disputes and/or appeals must be submitted to:

Samuel A. Escobar

City Manager

City of Parlier

1100 E. Parlier Ave.

Parlier, CA 93648

**PROPOSAL SUBMITTAL:**

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

**FAX or E-MAIL SUBMITTALS WILL NOT BE ACCEPTED.**

Bertha Augustine, Deputy City Clerk

City of Parlier

1100 E. Parlier Ave.

Parlier, CA 93648

B. All responses to this RFP must be submitted to the Deputy City Clerk no later than 4:00 p.m. on October 09, 2017. Appointment by the City Council of selected consultant will occur on Wednesday, October 18, 2017.

C. All proposals shall be submitted in a sealed envelope, which is clearly marked with the title “RFP for Grant Administration” by October 09, 2017, 4:00 P.M.

D. Late proposals will not be accepted and returned to the proposer.

E. All proposals whether accepted or rejected shall become the property of the City of

Parlier.

F. Cost of preparation of said proposal shall be borne by the bidder.

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

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

**INSURANCE REQUIREMENTS:**

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

**General Liability Insurance** shall be obtained by the selected proposer at its sole cost and kept in full force and effect during the tem of the contract – commercial general liability insurance in the amount of one million (1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. Said insurance shall name the City, Agents, Officers, Employees, and Volunteers as additional insured.

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

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

**FEDERAL OVERLAYS**

**AFFIRMATIVE ACTION:** The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned an d operated bus i ne s s e s encouraged to apply.

**SECTION 3:** The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

**FEDERAL TERMS AND CONDITIONS:** During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

**A. Equal Opportunity**

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor with comply with Executive Order 11246 of September 24, 1965

Entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).

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 insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, 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 by the City Setting forth the provisions of this nondiscrimination clause.

3. 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 their race, color, religion, sex, or national origin.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will furnish all information and reports required by Executive Order No.

11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary

of Labor, or pursuant thereto, and will permit access to his books, records, and accounts

by the contracting 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 nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include 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 204 of Executive Order No. 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided,* That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**B. Disadvantaged/Minority/Women Business Enterprise Federal**

**Regulatory Requirements under 24 CFR 85.36(e)**

1. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps shall include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

v. Using the services and assistance of the Small Business Administration, and the

Minority Business Development Agency of the Department of Commerce; and

**C. Copeland "Anti-Kickback" Act (18 U.S.C. 874)**

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**D. Compliance with Labor Standard Provisions**

Contractor shall comply with all provisions contained in the form HUD-4010, Federal

Labor Standards Provisions.

**E. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety**

**Standards Act (40 U.S.C. 327-330)**

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part *5,* Construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

**F. Requirements and Regulations pertaining to Data and Design**

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

**G. Requirements and Regulations Pertaining to Reporting**

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

**H. Compliance with Clean Air Act and Clean Water Act.**

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h).
2. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).

3. Contractor shall comply with Executive Order 11738 and Environmental Protection

Agency regulations (40 CFR Part 15).

**I.** C**ompliance with Energy Policy and Conservation Act**

**(Pub. L. 94-163, 89 Stat. 871).**

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871).

**D/MBE/WBE IMPLEMENTATION GUIDELINES:** The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.

2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.

3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.

4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.

5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their subbids.

6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to:

[http://www.dot.ca.eov/hq/bep,](http://www.dot.ca.eov/hq/bep) or via mail at: D/M/WBE Listing for County, CalTrans

- Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.