

**REQUEST FOR PROPOSALS**

By the City of Parlier

IMPLEMENTATION OF HOUSING PROGRAMS/LOAN PORTFOLIO MANAGEMENT

PROPOSALS MUST BE RECEIVED BY

***Monday, July 8, 2019***

# City of Parlier

**City Clerk**

**1100 E. Parlier Ave.**

**Parlier, CA 93648**

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**REQUEST FOR PROPOSAL**

**IMPLEMENTATION OF LOAN HOUSING PROGRAMS/LOAN PORTFOLIO MANAGEMENT**

The City of Parlier is soliciting proposals from qualified housing firms to enter into a three (3) year agreement to provide services required for:

Implementation of the City of Parlier’s Housing Programs including but not limited to: First- Time Homebuyer Program and/or Housing Rehabilitation Program using funds secured through federal, state, and local funding sources such as the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships (HOME), Program, CalHome Program CDBG or HOME Program Income, and any other housing- related funding that may become available to City for programs and projects.

Loan Portfolio Management services should be developed in consultation with the City of Parlier, and be based on current federal, state, and local regulations. Firm Servicer is expected to be directly involved with participants (applicants). Firm Servicer must have the capacity to handle annual verifications of occupancy, insurance and tax monitoring, as well as, have the ability to work with participants on an “as needed” basis to resolve problems related to delinquent payments, title issues, taxes, insurance, and occupancy. In addition, complete the annual long–term monitoring report to the state for projects funded through CDBG/HOME.

1. **Proposed Scope of Services**
	1. **First-Time Homebuyer Program – Implementation**

Firm shall assist eligible residents in the purchase of homes in accordance with program guidelines adopted by the City of Parlier and milestones established by the funding source, through the following activities:

* + 1. Provide promotional services to inform potentially eligible applicants;
		2. Determine eligibility of applicants; and
		3. Inspect the prospective units and determine eligibility and acceptability of properties selected by applicants.
		4. Prepare loan documents on qualified applicants and submit completed loan document package to City of Parlier for approval in conformance with program guidelines;
		5. Prepare all loan closing documents and ensure proper closing; and
		6. Transfer participant files to City of Parlier or contracted loan servicing agent at completion of each file closeout.
	1. **Rehabilitation Program - Implementation**

Housing rehabilitation shall be effected in accordance with project guidelines adopted by the City of Parlier’s milestones established by the funding source, through the following activities:

* + 1. Provide promotional services to inform potentially eligible applicants;
		2. Determine participant eligibility;
		3. Prepare loan/grant documents on qualified applicants and submit completed loan document package to City for approval in conformance with program guidelines; process approved loans/grants to closing;
		4. Recommend type of work to be performed and prepare work write-up and necessary plans to accomplish that work;
		5. Assist owners to obtain bids from and select qualified contractors to perform authorized work;
		6. Monitor the work of authorized contractors and subcontractors; and
		7. Assist owners to secure labor and material repairs from contractor responsible for construction defects for one year from date of final approval by the City Building Department;
		8. Transfer participant files to City of Parlier or contracted loan servicing agent at completion of each file closeout.
	1. **Loan Portfolio Management**

**Loan Portfolio Management shall be effected in accordance with loan servicing guidelines adopted by the City of Parlier through the following activities:**

* + 1. Handle Fair Housing and Section 504 complaints;
		2. Track loan payments received by the City of Parlier;
		3. Follow up on delinquent loan payments;
		4. Follow up on delinquent or canceled insurance for participants with loans;
		5. Follow up on delinquent property taxes for participants with loans;
		6. Annually request proof of residency from owner/occupant participants;
		7. Annually request rent verification from participants owner investors and their tenants, in order to confirm continued benefit to income eligible households;
		8. Ensure that any conversion of property rehabilitated with funds meets current program requirements;
		9. Process title changes of property;
		10. Process release of grants at end of term;
		11. Process reconveyances on all housing loans;
		12. Process defaults and foreclosures of all housing loans; and
		13. Force insurance.
	1. **Budgets**
		1. Administration – The City of Parlier will budget up to the maximum percentage available for grant administration as permitted by funding source.
		2. Activity Delivery – The City of Parlier will budget up to the maximum percentage available per activity as permitted by funding source.
		3. Loan Servicing – The City of Parlier will budget for all staff charges for file maintenance and provide a budget for the reimbursement of costs associated with payment of forced insurance, recording fees, title fees, and tax fees on a case-by-case basis with approval of the City.
		4. Actual budgets and tasks will be negotiated after the service provider has been selected, based on grants awarded.
1. **Proposal Requirements**
	1. Summary of Firm’s Qualifications:
		1. Briefly relate history and purpose of firm.
		2. State firm’s policy regarding affirmative action and how it complies with Attachment A.
		3. Indicate if firm is a small business and/or a minority or woman-owned business.
2. Describe experience managing CDBG, HOME and/or CalHome grants.
3. Describe experience determining income and property eligibility, as well as, processing loans.
4. Describe experience managing a loan portfolio.
5. State overall qualifications and duties, and availability, of project staff to be assigned to this contract.
6. Accessibility- firm is prepared and available to make presentations before others to meet public hearing and general information needs of the City.
	1. Implementation Experience:
		1. Describe firm’s related experience.
		2. Describe past performance that demonstrates ability to complete the work in a timely and cost efficient manner.
		3. Describe how the firm will implement and operate the program(s), responding to the various work tasks identified above.
		4. Describe proposed project management and firm’s record keeping systems. Include samples of reports.
		5. Attach list of jurisdictions where provider has contracted to implement and/or administer Federal, State and/or Local housing programs and/or managing a loan portfolio.
	2. State the amount firm proposes to charge for grant writing, general administration and activity delivery for each grant.
	3. State the amount firm proposes to charge for loan portfolio management.
	4. Statement of insurance limits to be provided at contract execution.
7. **Selection Process**

The relevant experience of each firm will be evaluated as it relates to the Scope of Services. City of Parlier staff will review the responses to the Request for Proposals and will make a recommendation to the City Council. Proposals will be ranked based on an assessment of the provider’s resources, capacity, experience and past performance in administrating, implementing and operating California CDBG, HOME and CalHome first-time homebuyer and housing rehabilitation programs, not only on price.

Each proposal will be ranked separately to ensure fair competition.

Proposals will be evaluated based on the criteria and scoring systems shown below:

|  |  |
| --- | --- |
| **Category** | **Max. Points** |
| Completeness and thoroughness of proposal and how it relates to meeting the objectives in the RFP | 25 |
| Experience and qualifications for First-Time Homebuyer-Implementation, andHousing Rehabilitation-Implementation, Loan Portfolio Management | 20 |
| Knowledge of the City of Parlier | 20 |
| Staffing/Resources to perform work | 20 |
| Reasonableness of cost | 15 |
| TOTAL | 100 |

1. **Notice of Intent/Conflict Resolution**

A “Notice of Intent to Award” will be sent to all participating Bidders upon Evaluation Committee recommendation to initiate contract negotiation. This “ Notice of Intent to Award” will be sent to all participating Bidders by U.S. Mail and/or facsimile.

Prior to presenting its recommendation to the City Council, staff shall notify each firm, who has submitted a response, of the City of Parlier’s intended recommendation. A firm who is not being recommended may file a written protest with the City of Parlier stating the reason(s) for the protest. If the protestor and the City cannot resolve the conflict, the protestor may request to be heard by the City Council at the time the recommended award is being considered.

1. **Contract Requirements**

Federal Procurement standards mandate that the selected consultant adhere to all Federal statues and executive orders and their implementing regulations. (See attachment A)

1. **Award of Contract**

The City Council will make the final decision and award the contract. The City of Parlier reserves the right to reject any and all proposals submitted, to request clarification or additional information from competitors, and to waive any irregularity in the proposal as long as City procedures remain consistent with CDBG and HOME procurement procedures. Formal interviews may be conducted.

The City also reserves the right to award a contract to the firm that presents 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.

The City of Parlier shall not be liable for any pre-contractual expenses incurred by the proposer of selected contractor or contractors. The City of Parlier shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

1. **Submission of Proposal**

Responses must be received via **email, fax or US Mail by 4:00 p.m. on Monday, July 8, 2019.**  RFP questions must be directed to City Clerk, Bertha Augustine at 559-646-3545 or bertha@parlier.ca.us; RFP submittals must be directed to the person and address shown below:

**Bertha Augustine, City Clerk**

**1100 E. Parlier Ave.**

**Parlier, CA 93648**

**P: 559-646-3545**

**bertha@parlier.ca.us**

Submittal of documents as a PDF is highly preferred.

# Attachment A

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT REQUIREDCONTRACT LANGUAGE

**EQUAL OPPORTUNITY**

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances:

During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

1. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:
	1. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
	2. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
	3. The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
	4. The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
	5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
2. State Nondiscrimination Clause:
3. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for

employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

1. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work underthe contract.

"The Contractor hereby agrees to abide by the requirement of executive order 11246 and all implement regulations of the Department of Labor."

Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer),. age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Anti-Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for such failure.

Contractor certifies, to the best of his or her knowledge or belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Conflict of Interest

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

1. Current State Employees (Public Contracts Code section 10410):
	1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
	2. No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
2. Former State Employees (Public Contracts Code section 10411):
	1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
	2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.
3. If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Public Contracts Code section 10420).
4. Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contracts Code section

10430(e)).

Conflict of Interest of Members, Officers, or Employees of Contractors, Member of Local Governing Body, or other Public Officials

No member, officer, or employee of the Contractor, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for grant activities to be performed in connection with the program assisted under this agreement. The Contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

Insurance

The Contractor shall have and maintain in full force and effect during the term of this agreement such forms of insurance, at such levels, as may be determined by the City/County and the State to be necessary for specific components of the grant activity, including, but not limited to, worker's compensation insurance, unemployment insurance, disability insurance and liability insurance.

Child Support Compliance Act

This section is applicable to all Contracts and Subcontracts of $100,000 or more. Contractor acknowledges and agrees to the following:

The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

The Contractor, to the best of his/her knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department

The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance

1. The work to be performed under this contract is on a project assisted 1.mder a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower- income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
2. The parties to this AGREEMENT will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this AGREEMENT. The parties to this AGREEMENT certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The CONSULTANT will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or workmen's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The CONSULTANT will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations

issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

1. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

# Attachment B – Indemnification and Assignment Indemnification

1. Consultant agrees to hold harmless and to indemnify the City from every claim or demand which may be made for any injury or death, or damage to property caused by Administrative Subcontractor in the performance of this contract.
2. Such duty shall be irrespective of the date upon which the claim or demand is asserted.
3. If any judgment is rendered against the City for any injury, death, or damage caused by contractor in the performance of this contract, Consultant shall, at his own expense, satisfy and discharge any judgment.
4. None of the foregoing paragraphs shall be applicable if the injury, death, or damage is caused solely by City’s negligence.
5. Consultant agrees that it shall immediately notify the City and Consultant’s insurance carriers of any incident occurring during performance of this contract which may result in a claim or liability.
6. As used above, the term City means the City of Parlier or its officers, agents, or employees.
7. As used above, the term Consultant includes any subcontractors and their officers, agents, or employees.

# Assignment

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