

## CITY OF RED BLUFF

### REQUEST FOR PROPOSAL(S) (RFP) – PROFESSIONAL SERVICES

#### PROJECT TITLE: CDBG AND HOME HOUSING-RELATED PROGRAMS AND PROJECT SERVICES

**NOTICE INVITING PROPOSALS** - The City of Red Bluff will receive proposal(s) for the above professional services project via electronic mail to: [pyoung@cityofredbluff.org](mailto:pyoung@cityofredbluff.org) until 5:00 PM Friday, **June 30, 2023**.

**DESCRIPTION OF PROFESSIONAL SERVICES DESIRED** – The services desired by the City pursuant to this RFP and provisions related to it are described in the following exhibits, which are incorporated herein by this reference.

- EXHIBIT "A" – GENERAL DESCRIPTION OF PROJECT
- EXHIBIT "B" – SCOPE OF CONSULTANT SERVICES
- EXHIBIT "C" – COMPENSATION
- EXHIBIT "D" – SPECIAL PROVISIONS
- EXHIBIT "E" – SELECTION CRITERIA MATRIX

**PROPOSAL AWARD/REJECTION** – A proposal award, if a proposal is awarded, will be made to the most responsible professional services provider whose proposal complies with the City's requirements, as set forth herein within seventy-five (75) days of the above proposal opening date. The City may interview selected proposers. The City reserves the right, in its sole discretion, to reject any proposal which fails to meet the proposal requirements in any respect, to reject all proposal(s) for any reasons whatsoever and to waive minor irregularities in any proposal.

**PROPOSAL SUBMITTAL REQUIREMENTS** – One (1) electronic copy in PDF format shall be submitted by 5 p.m. Friday June 30, 2023. Proposals shall be electronically submitted with the following subject line: **RFP Submittal for CDBG AND HOME**

Electronic Submission to:  
[pyoung@cityofredbluff.org](mailto:pyoung@cityofredbluff.org)

Paul Young  
City of Red Bluff

**BUSINESS LICENSE** – The professional services provider, and any subcontractor(s), shall obtain a valid, current City of Red Bluff Business License on or before their commencement of work.

**PROFESSIONAL LICENSING** – The professional services provider, and any subcontractor(s), shall possess any necessary professional certification(s) and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California and must provide evidence of such to the City with their proposal or prior to commencement of the work in such form as the City shall require.

**INDEMNIFICATION** – The provider to who a contract is awarded will be required to indemnify and hold the City harmless from any and all liabilities arising from the provider's performance of

the work. Indemnification provisions to this effect will be incorporated in the Professional Services Agreement which will be executed between the provider selected for the project and the City.

**INSURANCE** - The provider to whom a contract is awarded will be required to furnish to the City evidence of insurance coverage(s) including, but not limited to, general liability, professional liability, and workers compensation insurance, as appropriate.

**DISCLOSURE – CONFLICTS OF INTEREST** – Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, 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 or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or RFP with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section

**CONTRACT TERMINATION/DEBARMENT**– A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

The RFP/contract may be voided at any time for cause, by giving at least 14 days written notice, due to violations of any terms and/or special conditions of the RFP/contract, upon request of HUD/City, or withdrawal of the expenditure authority.

It is a mutually understood between the parties that this RFP may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the RFP were executed after the determination was made.

The RFP is valid and enforceable only if sufficient current funds are made available to the Department by the United States Government for the Federal fiscal year. In addition, this RFP is subject to any additional restrictions, limitations, conditions or statute enacted by the Congress or State Legislature, which may affect the provisions, terms or funding of this RFP.

**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 award eligibility.

## CITY OF RED BLUFF

### REQUEST FOR PROPOSAL(S) (RFP) – PROFESSIONAL SERVICES

PROJECT TITLE: CDBG AND HOME HOUSING-RELATED PROGRAMS AND PROJECT SERVICES

#### EXHIBIT "A"

#### GENERAL DESCRIPTION OF PROJECT

Located in the northern Sacramento Valley of California in Tehama County, the City of Red Bluff is a small, but growing community of nearly 14,000 residents. As one of California's oldest cities, Red Bluff has a long and proud history reaching back into the 1800s. The City of Red Bluff is located along the Sacramento River on the Interstate 5 corridor. To the north of the community is the Lake Shasta Recreational area and to the east is Lassen Volcanic National Park. State Highway 36 is a historical route that also connects the City to the rest of the north valley and the north coast. The City was incorporated in 1876 and is a full service city operating under the Council / City Manager form of government.

The City has previously received CDBG funding for housing rehabilitation. The City also participates in the HOME program. The City is requesting funding from CDBG OTC Public Improvement.

HUD and HCD require local jurisdictions to follow stringent federal and state laws and regulations. Numerous and often complex reporting requirements must be met in a timely fashion. The City of Red Bluff is seeking a response to this Request for Proposal from qualified HOME Investment Partnership Program over the Counter Funding as well as the CDBG Housing Rehabilitation Loans.

The City is seeking professionals with experience administering CDBG and HOME Housing-related activities and programs. The **Scope of Work** is described in Exhibit B. The selected contractor shall conduct these projects in accordance with state and federal laws and regulations as described in Exhibit D.

## **CITY OF RED BLUFF**

### **REQUEST FOR PROPOSAL(S) (RFP) – PROFESSIONAL SERVICES**

PROJECT TITLE: CDBG AND HOME HOUSING-RELATED PROGRAMS AND PROJECT SERVICES

#### **EXHIBIT “B”**

#### **SCOPE OF CONSULTANT SERVICES**

Grant application preparation, implementations, grant administration, and portfolio management related to the City’s participation in various Programs offered through State and Local agencies such as, but not limited to: the State of California HOME program; Community Development Block Grant (CDBG) Program; preparation of program guidelines for use of program income; housing rehabilitation and housing surveys; portfolio management; long term monitoring and other housing related actions and activities over the term of the contract.

#### **Administration**

1. Prepare notification for and conduct all required public meetings and hearings.
2. Prepare funding applications for HOME or Community Development Block Grants including General Allocation, Over-the-Counter, and related to housing and housing-related projects and programs.
3. Complete all contract special conditions including environmental review, anti-displacement and relocation assistance plan, program income reuse plan, etc.
4. Prepare draft program guidelines.
5. Conduct any necessary procurement for subcontractors, as requested, including preparation of Requests for Proposals/Qualifications, solicitation of qualified bidders, advertisements, etc.
6. Assist in the preparation of contracts, as requested, for subcontractors and sub-recipients.
7. Complete all program reporting to the State Department of Housing and Community Development (HCD) including Program Activity reports, annual and final Grantee performance reports, Section 3 report, Section 504 report, Program Income report, Employment Generation report, Labor Standards report, CHAS report, etc.
8. Maintain all program fiscal records including preparation of Cash Requests, monitoring payments to subcontractors, and coordination with City fiscal officer.
9. Supervise loan packagers for housing rehabilitation.
10. Prepare Public Information file.
11. Act as principal liaison with the State Department of Housing and Community

## Development.

12. Schedule, notice and conduct meetings of housing and technical advisory groups as necessary.
13. Oversee program Equal Opportunity compliance including referrals for housing discrimination complaints, including preparation of necessary language regarding equal opportunity, Section 3, Section 504, etc. in advertisements, bid packages and contracts.
14. Oversee screening of program applicants for income eligibility.
15. Prepare program records for monitoring by State representatives, conduct site visits, respond to comments and correct any findings required by HCD.
16. Attend any trainings or informational meetings conducted by HCD.
17. Consultant must adhere to the State and Federal Laws and Regulations in Exhibit D

## Program Implementation

1. As necessary, oversee relocation, property acquisition, lead based paint noticing/abatement.
2. As necessary for construction projects, oversee Labor Standards compliance including preparation of notices, bid documents, review of weekly certified payrolls, employee interviews, verification of contractor licensing and debarred status, review bonding, conduct pre-construction conference, issue notice of award, notice to proceed, oversee payments to contractors, approval of change orders, notice of completion etc.
3. As necessary for housing rehabilitation projects, conduct outreach, income screening, mortgage verification, bid process, loan closing, oversee construction, implement rental agreements.
4. As necessary for first time home buyer projects, conduct outreach, income screening, mortgage verification, loan closing, monitoring.

**CITY OF RED BLUFF**

**CITY OF RED BLUFF – REQUEST FOR PROPOSALS – PROFESSIONAL SERVICES**

**CDBG AND HOME HOUSING-RELATED PROGRAMS AND PROJECTS SERVICES**

**EXHIBIT “C”**

**COMPENSATION**

Compensation for the proposed work shall be in accordance with consultant’s schedule of hourly rates not to exceed the amount budgeted for grant administrative activities, as specified in the grant agreements.

The City will pay CONSULTANT over the term of the contract in the following manner:

- a. CONSULTANT shall submit a request for payment on a monthly basis, including an invoice which details work completed, number of hours billed, and hourly rate.
- b. The City will expeditiously process the request for payment to ensure the consistency of services.

## **CITY OF RED BLUFF**

### **REQUEST FOR PROPOSAL(S) (RFP) – PROFESSIONAL SERVICES**

PROJECT TITLE: CDBG AND HOME HOUSING-RELATED PROGRAMS AND PROJECT SERVICES

#### **EXHIBIT “D”**

#### **State and Federal Laws and Regulations**

#### **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 the following:

#### **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 and operated businesses 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.

#### **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 (e.g., 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 (Gov. Code §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.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

### **EQUAL OPPORTUNITY:**

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

1. The Contractor will 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).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated 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 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.

**CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:**

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, 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 or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee 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.

**INSURANCE:** Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, 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(ies) or any part of it.

**DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):** 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.

1. 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/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

**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).

**COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:**

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

**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)

**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.

**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.

**COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:**

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)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

**COMPLIANCE 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 sub-bids 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 sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to :<http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

#### **AUDIT, RETENTION AND INSPECTION OF RECORDS:**

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.

## **CITY OF RED BLUFF**

### **REQUEST FOR PROPOSAL(S) (RFP) – PROFESSIONAL SERVICES**

PROJECT TITLE: CDBG AND HOME HOUSING-RELATED PROGRAMS AND PROJECT SERVICES

#### **EXHIBIT “E”**

#### **SPECIAL PROVISIONS**

#### **SUBMITTAL REQUIREMENTS**

1. Proposals (1 PDF) must be submitted no later than 5:00 p.m. on Friday, June 30, 2023 to Paul Young, Finance Department at the electronic mail address: [pyoung@cityofredbluff.org](mailto:pyoung@cityofredbluff.org)
2. Format – Proposals shall be PDF and organized in sections following the order specified under contents.
3. Contents – Proposals shall contain the following information:
  - a. Firm/Team/Individual Description – Provide a description of your firm/team/individual, contact person, address, telephone number, fax number, and e-mail address, and list relevant information about capabilities, size, range of services, and length of time in existence.
  - b. Key Personnel Qualifications – Identify all personnel who will provide services, the role each would play in the completion of the services, a synopsis of relevant experience, and a resume for each.
  - c. Relevant Experience – Describe relevant experience on similarly funded projects.
  - d. References – Provide a list of clients for whom similar work has been performed, with the name, title, and phone number of a contact person.
  - e. Cost Proposal – Provide a total cost proposal for the project. Include the hourly rate and time spent by personnel in item “b” as well as related travel costs (lodging, meals, mileage, and any other reimbursable costs).

#### **EVALUATION CRITERIA**

Proposals will be evaluated according to the attached City of Red Bluff – Consultant Selection Criteria Matrix (Exhibit E). The selection criteria are provided to assist interested proposers and are not meant to limit other considerations that may become apparent during the course of the selection process.

#### **SELECTION PROCESS**

It is anticipated that proposals will be reviewed by a Proposal Review Committee consisting of City Department Heads, and the City Manager. The Proposal Review Committee will provide a recommendation for consultant selection to the City Council. Interviews with selected proposers may be held. Notification of acceptance or rejection by the City will be made to all firms.

#### **INSURANCE REQUIRED**

The consultant is required to furnish to the City evidence of insurance coverage including Professional Liability, Comprehensive General Liability, Automobile Liability, and Workers Compensation, as appropriate. The form of the insurance policy is subject to approval by the

City. The City shall be furnished a copy of the policy AND an endorsement showing that “City, its officers, employees, and agents are named as additional insured,” prior to Consultant commencing duties under this Agreement. Said policy of liability insurance shall state that “coverage thereunder as applied to City, its officers, employees, and agents shall be primary and non-contributing as to any other insurance and self-insurance as may be maintained by the City.” The policy shall contain severability of interest working, specifying that the coverage afforded by the policy applies separately to each insured thereunder. The policy shall be endorsed to expressly provide City with 30 calendar days advance written notice of cancellation, non-renewal, or material change in coverage.

### DISPUTE RESOLUTION

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 City Manager within ten calendar days of the date of the recommendation award or denial letter.

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 amendments 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 City Manager shall consider any matter appealed during a scheduled hearing, within thirty days of receipt. The decision of the City Manager shall be final with respect to the matters of fact.

All disputes and/or appeals must be submitted to:  
City of Red Bluff  
Attn: City Manager  
555 Washington St.  
Red Bluff, CA 96080

### OTHER CONSIDERATIONS

The City of Red Bluff reserves the right to waive informalities and to reject any and all proposals. This Request for Proposals does not commit the City to award a contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of Red Bluff reserves the right to:

- Reject any and all proposals received and to accept or reject any item(s) herein;
- Take all proposals under advisement for up to thirty (30) days after opening;
- Waive any informality on any proposal;
- Be the sole judge of the relative merits of the material mentioned in the respective proposal received;
- Request any firm/individual submitting a proposal to clarify its proposal during the selection phase;
- Negotiate the service schedule and reasonable costs with the selected firm/individual;
- Modify or alter any requirements herein, and issue addenda or amendments to this RFP;

- Terminate this RFP process at any time.

Questions about this Request for Proposals should be directed to:

Paul Young, Finance Director  
City of Red Bluff  
555 Washington St.  
Red Bluff, CA 96080  
Phone: 530-527-2605 Ext. 3050  
Email: [pyoung@cityofredbluff.org](mailto:pyoung@cityofredbluff.org)

**EXHIBIT E**

**CITY OF RED BLUFF**

**REQUEST FOR PROPOSAL(S) (RFP) – PROFESSIONAL SERVICES**

**PROJECT TITLE: CDBG AND HOME HOUSING-RELATED PROGRAMS AND PROJECT SERVICES**

**INSTRUCTIONS: Review/evaluate each proposal. Enter Rating Points for each for the Evaluation Criteria shown in the matrix below.**

<b>EVALUATION CRITERIA (MAXIMUM POINT VALUE)</b>	<b>CONSULTANT PROPOSAL RATINGS</b> (Enter consultants in the column headings below. Enter Point Values for each based on evaluation of their proposal re the Evaluation Criteria. Use more sheets if necessary)					
1. CDBG AND HOME HOUSING-RELATED PROGRAMS AND PROJECT SERVICES proposal for addressing the Scope of Work items and approach to projects. (max 50)						
2. Specific experience of the CDBG AND HOME HOUSING-RELATED PROGRAMS AND PROJECT SERVICES in the area of CDBG AND HOME HOUSING-RELATED PROGRAMS AND PROJECT SERVICES. (max 25)						
3. Knowledge of various other housing and community development programs which may further the grant purpose. (max 10)						
4. Availability and accessibility to City staff. (max 10)						
5. Cost Proposal. (max 5)						
<b>TOTAL RATING POINTS (Max=100)</b>						



