

REQUEST FOR PROPOSALS

Single-family Rehabilitation Program
City of Livermore and City of Pleasanton
c/o: City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

Deadline for Submittals:

July 15, 2016

INTRODUCTION

The Cities of Livermore and Pleasanton are requesting proposals from qualified nonprofit and for profit organizations or units of local government with single-family housing rehabilitation experience to administer the cities Single-family Loan and Grant Rehabilitation Program. This program will target very low and low-income owner occupied homeowners with incomes at or below 80 percent of the area median income (AMI) that reside in the cities of Livermore or Pleasanton. Approximately \$416,500 in Rehabilitation funding will be allocated in FY 2016/17 through this Request for Proposals (RFP), the desired goal of having 19–20 property rehabilitative projects completed. Rehabilitative funding sources may include the following federal and/or local sources:

- State CalHome Funds
- CDBG Funds
- Local Housing Trust Funds (In-Lieu)
- Federal HOME Program Funds

Allocation of these funds will be allotted according to the process and criteria specified in this RFP. The Cities expect to receive more proposals than can be funded with its limited funding allocation, and reserves the right reject any and all submissions, as well as to not fund the full amount requested.

SUBMISSION DETAILS

Four (4) copies of the proposal in a three ring binder should be marked “City of Livermore and Pleasanton SFR Rehabilitation Loan and Grant Program Response” and submitted either in person or via certified mail to the following address no later than **4:00 p.m., Friday, July 15 2016**. Responses should be directed to the City of Livermore

City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550
Attention: Ty Robinson, Human Services Specialist

Faxed or emailed submissions will not be accepted.

INQUIRIES

Questions or clarifications regarding this proposal should be directed to Ty Robinson, City of Livermore, Housing and Human Services Division, at (925) 960-4588; tkrobinson@cityoflivermore.net.

General questions regarding the City of Pleasanton Housing Rehabilitation Program should be directed to Frances Reisner, City of Pleasanton Housing Division, (925) 931-5007; or freisner@cityofpleasantonca.gov.

CITY OF LIVERMORE & PLEASANTON DESCRIPTION

The Cities of Livermore and Pleasanton (collectively “Cities”) of the Tri-Valley, Bay Area are located approximately 30 miles east of Oakland, behind the first coastal range of mountains that surround the San Francisco Bay Area. Livermore and Pleasanton have a combined population of approximately 155,000 residents (Livermore 85,000 and Pleasanton 70,000). Both cities benefit from single-family homeownership rates of over 65 percent with an average purchase price valuation of over \$700,000.

Additionally, the Cities of Livermore and Pleasanton both operate under the Council/Manager form of government. The Cities Fiscal Year (FY) begins on July 1 and ends on June 30.

PROJECT DESCRIPTION

Background

The Cities of Livermore and Pleasanton currently offer very-low and low-income owner occupied homeowners below market interest rate rehabilitative loans and grants in an amount up to \$35,000 and \$5,000 respectively. Loan and Grant funds are for capital improvements related to emergency home repairs that threaten occupants’ health and safety. The program goal is to maintain the quality and habitability of Livermore and Pleasanton’s existing housing stock, and to prevent homes from falling into disrepair and becoming blight on the community due to deferred home maintenance. Loans target low-income households at or below 80 percent of the Area Median Income (AMI); grants target households at or below 50 percent of the AMI. Annual occupancy verifications are required.

SCOPE OF SERVICES

The firm selected through this RFP as the Program Administrator will be responsible for the marketing, applicant screening, loan administration and reporting for the program, including but not limited to ensuring compliance with the following:

Applicant Eligibility. Applicant must reside in the City and hold title to the property to be assisted; and applicant’s household income must be at or below 80% AMI.

- **Eligible Properties.** Single-family, mobile and manufactured homes, duplexes and four-plexes.
- **Eligible Work.** All work scope items must adhere to all applicable state and local laws, codes, zoning and any other requirements relating to construction, rehabilitation and housing safety, quality, and habitability.
- **Marketing and Outreach.** The selected program administrator is to coordinate and oversee the program marketing and outreach efforts to homeowners through direct mailings, establishment of an online program website, workshops and

coordination with Code Enforcement.

- Provide prompt response to program inquiries and calls;
- Locate, screen, and recommend for approval new rehab loan and grant applicants;
- **Review and Approval.** Applications for final loan and grant approval are submitted to the City for which the property in need of repair is located to the, designated City program contact.
- **Environmental Review.** All properties assisted under this RFP will be subject to an Environmental Review by the city (ies) prior to rehabilitation commencing. Developers will be required to submit the project site address, parcel identification number, and year the unit was built to the city, which will conduct the environmental review in compliance with 24 CFR Part 58.
- **Construction/Rehabilitation** –Construction or rehabilitation paid with City funds will be required to conform to 24 CFR 570.603 of the CDBG regulations, as applicable, and any other federal or state requirements which are associated with the loan/grant funding source.
- **Property Standards** -- All rehabilitated projects funded with Rehabilitation funds must meet local zoning ordinances and building codes. Plans should be of good design that will improve the quality of life for residents.
- **Energy Efficiency** -- Plans should incorporate energy efficiency measures through materials, heating, ventilation and air conditioning (HVAC) systems, design, and site orientation where feasible.
- **Lead-Based Paint** -- If a rehabilitated home was originally placed into service prior to January 1, 1978, rehabilitation must comply with HUD lead-based paint rules (24 CFR Part 35 and 24 CFR Section 570.608). A lead-based paint risk assessment for lead based paint hazards shall be conducted, and rehabilitation work must be done by contractors meeting the requirements of the HUD rule and the EPA Renovation, Repair and Painting rule.
- **Reporting** – For each rehabilitation loan or grant funded the program administrator will be expected to collect and report information about the uses of funds at least monthly, including, but not limited to:
 - Property location & activity
 - Funds budgeted and expended (all funding sources)
 - Beginning and ending dates of activities
 - Other data needed to support HUD reporting requirements and performance measures

Buyer income, family composition & other information required to document eligibility

INSTRUCTIONS TO RESPONDENTS

All respondents are required to provide the following information as part of their submission. Please provide brief, succinct responses limited to five (5) pages:

- **Firm Profile/Organizational Capacity.** This includes the Applicant's purpose and mission; related housing experience contracting with municipal agencies or large institutions; and whether the Applicant has successfully completed similar projects or is partnering with other organizations that have successfully completed similar projects. Have any persons employed by your agency been debarred by HUD or are otherwise restricted from entering into contracts with any federal agency?
- **Organizational Viability.** Provide most current unaudited financial statements and the last three years of audited financial statements, and any other information that establishes the financial capacity of the administrator/developer to undertake and complete the proposed project.
- **Authorizing Governing Board Resolution.** Provide a Board Resolution authorizing signatory to do business for the entity, and to seek a commitment of City of Livermore and Pleasanton funds under this program.
- **Articles of Incorporation and Bylaws.** Attach a copy of your organizations Articles of Incorporation and Bylaws.
- **Written Fiscal and Personnel Policies and Procedures.** Submit your organizations fiscal and personnel policies and procedures.
- **Team Composition.** A complete listing of key personnel who will be assigned to this project. This should include their relevant experience, qualifications for this project, roles and responsibilities, in addition to their availability for this project.
- **References.** A minimum of three (3) client references from prior projects and/or programs of similar size and scope.
- **Project Feasibility.** This includes the viability and feasibility of the proposed housing activity in the local market based on available data; the nature of the proposed site; the extent to which reasonable development costs are proposed.
 - Describe the anticipated rehabilitative work to be performed and method of approach.
 - Describe the methods you will utilize to ensure cost effectiveness of your projects.
 - Provide a projection of how many units will be completed and the timeframe for completion. Identify key tasks and completion dates or time frames for completion that identify how your project/program processes are ready to proceed.

- Describe the marketing and outreach strategy to reach your target program participants, including compliance with all fair housing and non-discrimination requirements.
- Administrator fee: Indicate the proposed administrator fee, and all other fees proposed to be earned by any affiliates of the administrator, for each unit rehabilitated under this RFP.
- Uses: Provide an estimated budget for the rehabilitation, and of homes (including soft costs such as administrator/developer fees, architectural drawings, appraisals, inspections, and marketing costs, etc.).

FEE PROPOSAL

The City will provide a not-to exceed administrative fee cap of \$75,000.

WORKING AGREEMENT

The successful agency will enter into a contract for services with the Cities for a One to two-year period with the provision for a 30-day cancellation clause and option for a one-year extension upon mutual consent and be required to secure a City business license from both cities.

EVALUATION CRITERIA

Proposals will be evaluated to determine the best value offered to the City based on the following criteria:

- Experience and qualifications of the organization in managing a SFR rehabilitation loan program, and the experience and qualifications of staff to be assigned to the project/program; including the ability to maintain working relationships with City staff and homeowners
- Strength and financial stability of the agency
- Experience working with federal, state and local funding sources
- Completeness of RFP submittal
- Fee Structure (competitive rates)
- References
- Interview (if required)

SCHEDULE

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|---|--------------------|
| • RFPs due | July 15, 2016 |
| • Interviews/Proposal Presentation | Week of August 8th |
| • Organization Selection/Council Approval | September 12, 2016 |
| • Effective Date of Agreement | October 1, 2016 |

ATTACHMENTS

- Project Expenditure Goals
- Insurance Requirements

PROJECT EXPENDITURE GOALS**ATTACHMENT 1**

Activity	Livermore FY 16/17 Allocation	Pleasanton FY 16/17 Allocation	FY 16/17 Project Goals	FY 16/17 Total
Major Rehab Loan Activity	\$175,000	\$105,000	8	\$280,000
Minor Grant Rehab/Repairs	\$25,000	\$30,000	11	\$55,000
Upfront inspections, reports and fees e.g. doc preparation, termite, lead, credit, appraisal, architect/engineering costs/rolled into loan	Up to \$1500 per rehab loan	Up to \$1500 per rehab loan		
Mkting./Outreach/Website Mgmt.	\$6,500	-	-	\$6,500
Administration Fees	\$50,000	\$25,000		\$75,000
Total	\$256,500	\$160,000	19	\$416,500

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

- A. Commercial General Liability, including operations, products, and completed operations, as applicable:
\$1,000,000 per occurrence/**\$2,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance 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:
\$1,000,000 per accident for bodily injury and property damage.
- C. Workers' Compensation and Employer's Liability:
Statutory limits as required by the State of California including **\$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
- D. Professional Liability/Errors and Omissions:
\$1,000,000 per occurrence.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

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

- 1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special

limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

