



**COUNTY OF ALAMEDA  
COMMUNITY DEVELOPMENT AGENCY  
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**AFFORDABLE HOUSING/HOMELESS SERVICES CONSULTANTS**

Release Date:

\*\*\*August 15, 2021\*\*\*

**This is an Electronic Submission**

**Open Continuous**

**Contact for Questions:**

HCDadmin@acgov.org

**Request for Qualifications**  
**Affordable Housing/Homeless Services Consultants**

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## **I. Introductory Information**

### **A. Intent of RFQ**

Alameda County Housing and Community Development Department (HCD) seeks to create a pool of qualified consultants to perform special projects on an as needed basis. HCD requests submittal of Statements of Qualifications from qualified parties with proven experience in affordable housing development and finance, homeless program development and project management, and housing program management or policy management with experience working for local government. HCD will establish a pool of qualified consultants to contract with for current and future work. This pool will be added to on a regular basis and be valid for up to five years. The County requires competitive selection processes be used when awarding contracts. The formation of this pool will satisfy that requirement for several expected contracts over the next several years.

HCD administers a variety of housing and service programs funded with a variety of funding sources. This includes but is not limited to U.S. Housing and Urban Development Department (HUD) funding, including HOME Investment Partnership Program (HOME) funding, Housing Opportunities for People with HIV/AIDS (HOPWA) funding and Community Development Block Grant (CDBG) programs. HCD is also administering the Measure A1 Bond funds, the Affordable Housing Trust Fund, and acts as conduit issuer for the Multi Family Mortgage Revenue Bond program.

### **B. Term of Engagement**

All successful applicants must be willing and able to meet Alameda County's contracting requirements as set forth in this RFQ. The term of each contract is dependent upon the scope of work at the time of the contract award. By mutual agreement, any contract which may be awarded pursuant to this RFQ, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

HCD will serve as the main point of contact for selected applicants, including preparing contracts for approval by the Alameda County Board of Supervisors, overseeing the selected entity's contract implementation and ensuring outcomes are met.

### **C. Qualifications**

HCD will select the best qualified applicant from the pool of qualified applicant to this RFQ based on the specific scope of services needed for each contract.

### **D. Scope of Services**

HCD seeks one or more qualified applicants to assist with HCD's homeless and affordable housing work within the Core Service Areas below which include: project or program design, selection, evaluation, underwriting, budgeting and funding, project management, policy/program analysis/development, physical inspections and compliance monitoring of projects and programs. The specific activities listed under each Core Service Areas below are examples and may not be exhaustive of the actual services provided under contract.

**Housing Finance:** Applicant shall provide consulting services related to affordable housing finance and development. Applicants, using their technical expertise and knowledge of the affordable housing field, public and private financing mechanisms, and in accordance with federal, state and HCD-established criteria, policies and procedures, shall independently complete analyses, write reports and other related activities for each affordable housing development project, developer/owner and/or program/policy assigned.

1) Manage multifamily affordable housing finance underwriting analyses suitable to a local government lender to determine consistency with County policies and procedures, financial risk and feasibility. Use County's underwriting standards and policies to perform this work which includes but may not be limited to the following activities:

- a. Reviewing three years of organizational audited financial statements and other documents to determine financial stability and identify existing/potential financial needs in developer's on-going and/or proposed operations to determine organizational capacity prior to approving modifications to existing loan terms or additional funding for projects/programs;
- b. Completing federal funds layering analysis to ensure local investment amounts are appropriate;
- c. Conducting gap funding analyses to identify and review projects for appropriateness of local government funds;
- d. Developing a narrative report once all analyses are completed for each project that is reviewed. The narrative report includes results of all above analyses, includes a project narrative summary and follows a prescribed format;
- e. Working with project applicant(s), as needed, to address aspects of a proposed project/program that may require improvement or modification prior to funding.

2) Manage applications, approvals and loan closings for projects eligible for the State funding, including but not limited to the California Debt Limit Allocation Committee programs (CDLAC) and other state funding programs. This shall include:

- a. Evaluating the project financing and applications;
- b. Submitting the application to the state;
- c. Setting up required public hearings;
- d. Working with Bond Counsel to complete the appropriate compliance documents.

3) Manage various projects and loan closings for County- and State-funded affordable housing and homelessness projects.

4) Provide economic “technical assistance” to applicants, developers or owners of projects and program administrators, as needed.

5) Develop technical tools, policies and procedures, and a department training plan to provide technical training for HCD staff on all above items.

**Asset Management:** Applicant shall provide consulting services related to asset management including but not limited to monitoring, organizational underwriting, and technical assistance to owners of County-funded affordable housing projects to increase compliance with loan documents and homeless program administrators for compliance with funding agreements. Applicants, using their technical expertise and knowledge of the affordable housing and public service field, public and private financing mechanisms, and in accordance with federal, state and HCD-established criteria, policies and procedures, shall independently complete analyses, written reports and other related activities for each completed County-funded affordable housing development project or funding agreement assigned.

1) Conduct monitoring of County-funded housing or homeless projects. Use County’s policies and procedures to perform this work which includes but may not be limited to the following activities:

- a. Review of up to three years of organization’s audited financial statements, occupancy reports, budgets and other documents to determine financial stability and extent of compliance with existing agreements and existing/potential operational issues financial needs of organization and project;
- b. Schedule and conduct interviews and file reviews to confirm operational compliance with regulatory agreements;
- c. Work with property owner and County staff to resolve issues raised during the monitoring;
- d. Develop specific annual risk assessment using the County-approved tool to prioritize contractors to be monitored;
- e. Complete written monitoring reports and upload of documentation for each of the projects that were monitored in cloud-based database;
- f. Collaborate on refine existing monitoring protocols and cloud-based systems.

2) Conduct physical inspections for a minimum of 300 units of income-restricted housing in County-funded developments annually. Inspectors must be trained in accordance with federal, state and HCD-established criteria, policies and procedures, and shall independently inspections, written reports and other related activities for each assigned project including but not limited to the following activities:

- a. Schedule inspection and reinspection appointments through County cloud-based database and send a follow-up emails to the property’s inspection contacts to confirm appointments. Act as the point of contact with each property’s agent for scheduling all inspections;

- b. Inspect and assess the conditions of the properties and housing units on the inspection schedule based on either the United States Department of Housing and Urban Development's Housing Quality Standards (HQS) or the Uniform Physical Condition Standards (UPCS);
- c. Submit inspection reports via the cloud-based system within 2 working days of the inspection;
- d. Maintain a high level of communication with HCD staff regarding all inspections and related business communications;
- e. Supply all equipment necessary to certify compliance with either the United States Department of Housing and Urban Development's Housing Quality Standards or the Uniform Physical Condition Standards, including but not limited to the following: electrical testers, smoke detector testers, flashlights, access to computer-based programs to complete required forms in the field and providing transportation to and from properties;
- f. Ensure that inspectors dress in a professional manner and wear an identifying badge or have business cards available during all inspections.

3) Manage additional projects within applicant's expertise using applicant's independent judgement as may be requested by the Housing Director in accordance with the available funding and budget authority.

**Homeless/Housing Policy & Programs:** The applicant shall support initial program design, the development and issuance of requests for proposals/qualifications, perform financial assessments of developers and service providers, shall support program and policy evaluation, budgeting for programs, and provide other technical support for housing and homeless programs or housing development projects, policies and programs previously funded by or under consideration for funding by Alameda County HCD. Applicants, using their technical expertise and knowledge, shall produce the work product specified below, as appropriate for each assignment:

1. Support the development and issuance of request for proposals or qualifications, evaluate and rate proposals using applicant's expertise, independent judgment, and the County's established criteria, policies and procedures. Applicant shall evaluate programs and budgets and perform results-based accountability on contracts. Applicant shall follow all HCD-established guidelines when performing the following associated activities:
  - a. Determine threshold requirements are met for each assigned proposal;
  - b. Document evaluations and ratings on forms and spreadsheets provided by HCD;
  - c. Draft proposal summaries for assigned proposals using the HCD provided forms and HCD established formatting;
  - d. Evaluate programs and budgets
  - e. Determine cost summaries for each of the assigned proposals, this will include per unit, per square foot costs for major budget line items such as acquisition, construction and soft costs. The applicant shall follow the HCD-provided format for these computations;
  - f. Attend meetings with HCD staff to review proposals, as needed;

- g. Organize and/or attend public or staff meetings as necessary for the completion of request for proposals/qualifications, as needed;
- g. Provide additional technical support for County contracting and loan closings for homeless/housing development projects and programs, as needed.

## **E. How to Apply (Electronic Submittals Only)**

Applications are due on October 30, 2020. Late applications will not be accepted. Hard copies will not be accepted. The PDF document must be submitted by 5:00 PM to HCDadmin@acgov.org. Applicants are strongly encouraged to submit applications in advance of the deadline to avoid technical issues. A complete application packet consists of the following materials, combined into one PDF document that will be submitted electronically. Verifications of submissions will be provided electronically within 72 hours.

## **F. Applicant Submittal Requirements**

Applications are to be straightforward, clear, concise and specific to the information requested. In order for applications to be considered complete, applicant must provide responses to all information requested. Submission to this RFP is at the applicants expense and no part of the costs of preparation shall be reimbursed by the County.

Applications in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any application or part thereof so marked. Applications submitted in response to this RFQ may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County's website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential information policies. Under California Public Records Act, all documents submitted in response to this RFQ are considered part of the public record and will be made available to the public, upon request, following the application deadline.

## **II. Other Procedures and Instructions**

### **1. How to Submit Questions**

Any questions should be emailed to HCDadmin@acgov.org no later than 10/20/2020. HCD will respond to all questions in a consolidated Frequently Asked Question (FAQ) document that will be posted to the HCD website at <https://www.acgov.org/cda/hcd/>. HCD will also distribute the FAQ to all email addresses that submitted questions.

All contact during the RFQ process and evaluation phase shall only be through the designated email for the RFQ at HCDadmin@acgov.org. Applicants shall neither contact nor lobby County staff or evaluators during the evaluation process. Attempts by applicant to contact and/or influence application evaluators may result in disqualification of the applicant.

## 2. Revisions to RFQ

If it becomes necessary to modify any aspect of this RFQ, HCD will prepare an addendum and email it to each organization included on the email listservs used for original distribution of this RFQ. The addendum will also be posted to HCD's website at <https://www.acgov.org/cda/hcd>.

## 3. Modifications to Submittals

Applicants may not modify their submittal at any time after the due date, except in direct response to a request from HCD for clarification. Any submittal and proposed information items must be valid for at least 180 days after submission.

## 4. Expense of Preparation

HCD is not responsible for any expense incurred in preparation of submittals or taking any action in connection with the process, or for the costs of any services performed in connection with submittal, interviews, or approval process.

## 5. Submittal Addendum and Certifications Exhibit

Applicants are required to review, sign and submit the Submittal Addendum and Certifications found as Exhibit A to this RFQ. The Submittal Addendum contains specific instructions with regard to the submittal and website links to the County's contracting and employment requirements.

## 6. Reservation of Rights

HCD reserves the right to conduct any investigation of the qualifications of any applicant that it deems appropriate, negotiate modifications to any of the items submitted, request additional information from any applicant, extend the deadline, reject any or all submittals, and waive any irregularities. HCD retains the right to negotiate the terms and services in any submittal. HCD retains the right to cancel this process, extend the deadline, re-start the process or not select any provider.

## 7. Interviews

HCD reserves the right to conduct interviews in connection with responses submitted in response to this RFQ. As such, all entities responding to this RFQ should be prepared to participate in a video phone call (Zoom or similar format) upon request by HCD.

## 8. Estimated RFQ Timeline

<b>Date</b>	<b>Event</b>
10/13/2020	RFQ Released



10/20/2020	Deadline for Submission of Questions
10/21/2020	HCD issues FAQ Document
10/30/20	Response Submission Deadline
11/3/20	Response Review/Scoring
11/10/20	Notice of Recommendation to Award/Not Award
11/17/20	Deadline for Submission of Appeals
12/15/20	Recommendation to BOS for contract approval
12/16/20	Contract Start Date

## 9. Submittal Evaluation

Applicants will select which Core Service Areas within the Scope of Work for which they are submitting qualifications. Applications for each Core Service Area will be reviewed separately for completeness, quality of response and references.

## 10. Evaluation Criteria

Applications will be reviewed by County staff and/or consultants for completeness, meeting requirements, and competitiveness. Incomplete applications may not be accepted. Staff may ask clarifying questions of applicants and include this information in the review process.

Applications that do meet the basic requirements may be rejected, may not be rated, and may not be considered for selection.

Each complete application will be rated and ranked based on criteria below:

- a) Depth of relevant professional experience demonstrated
- b) Quality of writing sample
- c) Quality of references

Once rated, applicants will be ranked in order of highest point value. The top 3-5 applicants in each Core Service Area will be included in the pool. For current work, the applicants in the pool whose experience meets the immediate and future needs of the County will be recommended to the Board of Supervisors for contracts with specific scopes of work.

Qualification of applicants will be performed by County staff and/or others who have expertise or experience in homeless or affordable housing programs, policy and development. These experts will evaluate and verify applicant responses. HCD shall notify applicants of the qualification outcome.

Points will be awarded on a sliding scale. The County reserves the right to assign points in a range between the numerical points shown in this chart.

Detail	Points
Depth of relevant professional experience with the specific activities outlined in each Core Service Area within the Scope of Work applied for in the RFQ:	60

Writing Sample relevant for Core Service Area	20
References	20
Total Point Scale	100

Additional Points will be awarded based on SLEB status as described in Exhibit A, Part B below.

## 12. Right to Waive Irregularities

HCD reserves the right to:

- 1) Withdraw this solicitation at any time without prior notice and, furthermore, makes no representation that any contract will occur and that funds will be awarded to any respondent to this solicitation;
- 2) Waive any irregularities in the RFQ process and to reject any and all submissions not in the best interest of Alameda County;
- 3) Request additional information and material;
- 4) Fund any application at any amount in order to further Alameda County's goals and objectives on homeless issues; and
- 5) Retain all submitted applications.

Selection or rejection of an application does not affect these rights.

## III. Award Process

### 1. Notice of Recommendation to Award/Not Award

At the conclusion of the RFQ response evaluation process, all applicants will be notified by email of their addition or placement into the Consultant Pool.

When a contract is to be awarded, an email notice will be sent to the list of consultants who are qualified for the scope including a bid sheet and the scope of work to be performed. Responses received by the due date will be evaluated for the best qualified response.

A Notice of Recommendation to Award/Not Award will be sent out to all respondents. The Notice of Recommendation to Award/Not Award will provide: 1) Core Service Area(s) the applicant is approved for, if any, and 2) the names of all other parties that submitted applications.

At the conclusion of the evaluation process, debriefings for unsuccessful applicants will be scheduled and provided upon written request and will be restricted to discussion of only that application. Under no circumstances will any discussion be conducted with regard to any other applications.

The submitted applications shall be made available upon request no later than 5 business days after the Notice of Recommendation to Award/Not Award is issued.

## 2. Protest/Appeals Process

The following is provided in the event that applicants wish to protest the application process or appeal the recommendation to award a contract once the Notice of Recommendation to Award/Non-Award have been issued. Protests submitted prior to issuance of the Notice of Recommendation to Award/Non-Award will not be accepted by the County.

- 1) Any protest by any applicant regarding their own application must be submitted in writing to the Alameda County Housing and Community Development Department, [HCDadmin@acgov.org](mailto:HCDadmin@acgov.org), before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Recommendation to Award/Not Award, not the date received by the Applicant. A protest received after 5:00 p.m. is considered received as of the next business day.
  - a) The protest must contain a complete statement of the reasons and facts for the protest based on the information submitted in the application.
  - b) The protest must refer to the specific portions of all documents that form the basis for the protest.
  - c) The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
  - d) The County or its designee will notify all applicants of the protest as soon as possible.
- 2) Upon receipt of written protest, HCD Department Head or his or her designee will review and evaluate the protest and issue a written decision. HCD, may, at its discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting applicant and others (as appropriate) to discuss the protest. The decision on the protest will be issued at least ten (10) business days prior to the Board hearing or County award date. The decision will be communicated by e-mail and will inform the applicant whether or not the recommendation to the Board of Supervisors in the Notice of Recommendation to Award is going to change. A copy of the decision will be furnished to all applicants affected by the decision. As used in this paragraph, an applicant is affected by the decision on a protest if a decision on the protest could have resulted in the applicant not being an apparent successful applicant.
- 3) The decision of HCD on the protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502. The applicant whose application is the subject of the protest, all applicants affected by HCD's decision on the protest, and the protestor have the right to appeal if not satisfied with HCD's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the protest decision by HCD, not the date received by the Applicant. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by HCD shall not be considered under any circumstances by the County or the Auditor-Controller OCCR.
  - a) The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.

- b) In reviewing protest appeals, the OCCR will not re-judge the application(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department (HCD) materially erred in following the application process or, where appropriate, County contracting policies or other laws and regulations.
  - c) The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by HCD. As such, an applicant is prohibited from stating new grounds for a protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by HCD and will determine whether to uphold or overturn the protest decision.
  - d) The Auditor's Office may overturn the results of an application process for ethical violations by procurement staff, county selection committee members, subject matter experts, or any other County staff managing or participating in the application process, regardless of timing or the contents of a protest.
  - e) The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the applicant whose application is the subject of the protest, and all applicants affected by the decision.
- 4) The County will complete the protest/appeal procedures set forth in this paragraph before a Recommendation to Award a Contract is considered by the Board of Supervisors for the Core Service Area for which the applicant applied.
- 5) The procedures and time limits set forth in this paragraph are mandatory and are each applicant's sole and exclusive remedy in the event of protest. An applicant's failure to timely complete both the protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

### 3. Contract Development

- 1) During the initial period of any contract which may be awarded to Contractor, the County may review the application, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems. Thereafter, the County will monitor services on an on-going basis with periodic on-site or remote file review at the discretion the County.
- 2) The County reserves the right to determine, at its sole discretion, whether:
  - a) Contractor has complied with all terms of this RFQ; and
  - b) Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.
- 3) If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated. The County will have the right to invite the next highest ranked Applicant for the scope of work to enter into a contract.

- 4) Applications will be evaluated by a committee and will be ranked in accordance with the RFQ. Award may not necessarily be made to the Applicant with the lowest price.
- 5) The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Applicants to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
- 6) The County reserves the right to award to a single or multiple Contractors.
- 7) The County has the right to decline to award this contract or any part thereof for any reason.
- 8) Board approval to award a contract is required.
- 9) Any application/submittals that contain false or misleading information may be disqualified by the County.
- 10) A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
- 11) Specific contract terms and conditions will be negotiated with each selected applicant. By submitting an application, applicant agrees to the boilerplate language of the Final Standard Agreement. Applicant may access a copy of the Standard Services Agreement template online at the link below. The template contains minimal Agreement boilerplate language only. <http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>

## List of Exhibits

- A. Submittal Addendum and Certifications
- B. Pricing Sheet
- C. Alameda County Minimum Insurance Requirements
- D. SLEB Certification Instructions

## **EXHIBIT A: SUBMITTAL ADDENDUM AND CERTIFICATIONS**

### **Affordable Housing/Homeless Services Consultants**

**INSTRUCTIONS:** Complete and submit all pages of this Exhibit A Submittal Addendum and Certifications electronically in PDF form, including Part A (Organization Information), Part B (Applicant Information and Acceptance), Part C (Exceptions, Clarifications, Amendments), and Part D (Professional References). Sign and date this Submittal Addendum and Certifications at the conclusion of Part B.

- **AS DESCRIBED IN THE INSTRUCTIONS OF THE SUBMITTAL ADDENDUM SECTION OF THIS RFQ, APPLICANTS ARE TO SUBMIT ONE (1) ELECTRONIC COPY OF THE SUBMITTAL IN PDF. NO PHYSICAL APPLICATION MATERIALS WILL BE ACCEPTED.**
- **ALL PAGES OF THIS SUBMITTAL ADDENDUM MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS AS PDFS; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES (OR ITEMS THEREIN) NOT APPLICABLE TO THE APPLICANT MUST STILL BE SUBMITTED AS PART OF A COMPLETE APPLICATION RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY ANNOTATED "N/A".**
- **APPLICANTS MUST QUOTE PRICE(S) AS SPECIFIED IN THE RFQ, INCLUDING ANY ADDENDUMS. ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING SUBMITTAL. THESE DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY ONLY.**
- **APPLICANTS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE SUBMITTAL PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR SUBMITTALS REJECTED IN TOTAL.**
- **IF APPLICANTS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFQ, INCLUDING THOSE TO THE COUNTY'S SMALL, LOCAL, AND EMERGING BUSINESS PROGRAM (SLEB) POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS SUBMITTAL ADDENDUM (PART C) IN ORDER FOR THE SUBMITTAL RESPONSE TO BE CONSIDERED COMPLETE.**
- **FOR ALL DOCUMENTS PREPARED AND SUBMITTED BY THE APPLICANT, THE COUNTY SUGGESTS USING 12-pt CALIBRI, ARIAL, OR TIMES NEW ROMAN FONT, WITH PAGE MARGINS OF AT LEAST ONE INCH**

PART A: ORGANIZATION INFORMATION

Official Name of Applicant: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Joint Venture              |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership                |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Unincorporated Association |
| <input type="checkbox"/> Other: _____                  |   |

Jurisdiction of Organization Structure: \_\_\_\_\_

Date Organization was formed: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Service Categories Applicant is Qualifying for** (check all that apply):

- Housing Finance
- Asset Management
- Homeless/Housing Policy & Programs

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

PART B: APPLICANT INFORMATION AND ACCEPTANCE

To: The County of Alameda

From: \_\_\_\_\_  
(Official Name of Applicant)

1. The undersigned declares that the Application Documents, including, without limitation, the RFQ, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Application Documents of this RFQ.
3. The undersigned has reviewed the Application Documents and fully understands the requirements in this Application process including, but not limited to, the requirements under the County Provisions, and that each Applicant who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Submittal, if accepted by County, will be the basis for the Applicant to begin forming a contract with County in accordance with the intent of the Application Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - **Debarment / Suspension Policy**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>]
  - **Iran Contracting Act (ICA) of 2010**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]
  - **General Environmental Requirements**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm>]
  - **Small Local Emerging Business (SLEB) Program**  
[<http://acgov.org/auditor/sleb/overview.htm>]
  - **First Source**  
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
  - **Online Contract Compliance System**  
[<http://acgov.org/auditor/sleb/elation.htm>]



- [General Requirements](http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm)  
[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]
- [Proprietary and Confidential Information](http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm)  
[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]

6. The undersigned acknowledges that Applicant will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated Application Documents.
7. It is the responsibility of each Applicant to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Submittal, the Applicant certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. **Insurance certificates are not required at the time of submission.** However, by signing this Addendum and Certification, the Contractor agrees to meet the minimum insurance requirements stated in the RFQ or make clear in the Part C what exceptions they will be seeking. The undersigned acknowledges **ONE** of the following (please check only one box):
  - Applicant is not local to Alameda County and is ineligible for any preference; **OR**
  - Applicant is a certified Small Local and Emerging Business (SLEB) under the Alameda County SLEB Program and is requesting a 10% preference; (Applicant must complete the **SLEB INFORMATION SHEET** found as **Exhibit E** to the RFQ, check the first box, and provide your SLEB Certification Number and expiration date; **OR**
  - Applicant is LOCAL to Alameda County, is submitting documentation to determine its SLEB status, and is requesting a 5% preference, and has attached the following documentation to this Submittal Addendum and Certifications:
    - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and

- Proof of six (6) months business residency, identifying the name of the Applicant and the local address. Utility bills, deed of trusts or lease agreements etc., are acceptable verification documents to prove business residency.

10. The undersigned hereby certifies the following statements:

1. *That no elected or appointed official or employee of the County is financially interested, directly or indirectly, in the performance of the services specified in the RFQ;*
2. *That the information included in the Submittal is true and correct to the best of its knowledge; and*
3. *That the person signing the RFQ cover letter/transmittal letter is authorized to submit this application on behalf of the Applicant.*

**SIGNATURE:** \_\_\_\_\_

Name and Title of Authorized Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

PART C: EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

**Applicant Name:** \_\_\_\_\_

**Instructions:** List below requests for clarifications, exceptions and amendments, if any, to the RFQ and associated Application Documents, including insurance requirements and submit with your Application. The County is under no obligation to accept any exceptions and such exceptions may be a basis for application disqualification.

Reference to:			Description
Page No.	Section	Item No.	
<b>Example:</b> p. 23	<b>D</b>	<b>1.c.</b>	<b><i>Vendor takes exception to...</i></b>

\*Print additional pages as necessary

PART D: REFERENCES

**Applicant Name:** \_\_\_\_\_

**Instructions:** On the following pages are the templates that Applicants must use to provide references. **Applicants are to provide a list of three references.** References must be satisfactory as deemed solely by County. Services or goods provided by Applicant to the references should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

Applicants must verify that the contact information for all references provided is current and valid. If a reference cannot be contacted it may affect the qualification and scoring of Applicants submission.

Applicants are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all of the references provided in order to determine Applicant's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

**REFERENCES**

Affordable Housing/Homeless Services Consultant RFQ

**Applicant Name:** \_\_\_\_\_

Organization/Agency Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Organization/Agency Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Organization/Agency Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

## Part E - REQUIRED DOCUMENTATION AND SUBMITTALS

**All of the specific documentation listed below is required to be submitted with the Exhibit A – Application Response Packet in order for an application to be deemed complete. Applicants shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Letter of Transmittal, Exhibit A – Application Response Packet, etc.).**

- 1. **Letter of Transmittal:** Applicants responses shall include a description of applicant’s capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of the response and overall benefits of the response to the County. This synopsis should not exceed one page in length and should be easily understood.
  
- 2. **Exhibit A – Application Response Packet:** Every applicant must fill out and submit the complete Exhibit A – Application Response Packet.
  - (a) Applicant Information and Acceptance:**
    - (1) Every Applicant must submit Exhibit A in its entirety (pages 1-10 of Exhibit A) including a signed page 5 of Exhibit A.
  
  - (b) References:**
    - (1) Applicants must use the templates on page 8 of this Exhibit A – Application Response Packet to provide references.
    - (2) Applicants are to provide a list of three (3) references. References must be satisfactory as deemed solely by County. References should be able to speak to the applicant’s success in working with people who are currently experiencing homelessness, living unstably and/or were formerly homeless and have transitioned into short-term or long-term housing and ability to effectively implement projects as they relate to the core service categories for which the applicant is qualifying.
      - Applicants must verify the contact information for all references provided is current and valid.
      - Applicants are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.
    - (3) The County may contact some or all of the references provided in order to determine applicant’s performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the

Response and to use the information gained from them in the evaluation process.

**(c) Exceptions, Clarifications, Amendments:**

- (1) This must include clarifications, exceptions and amendments, if any, to the RFQ and associated Application Documents, including insurance requirements, and must be submitted with your application using the template on page 6 of this Exhibit A – Application Response Packet.
- (2) **THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR APPLICATION DISQUALIFICATION.**

**3. Willingness to Perform Activities in Core Service Areas of Scope of Services and Relevant Experience (Limit 1 page per Core Service Area) :** For *each* Core Service Area described in Section D – Scope of Service for which applicant is applying, state which activities they are willing to perform and demonstrate 5+ years of relevant experience in the past 10 years Please detail your experience working in one or more of the following Core Service Areas:

- Housing Finance - Activities willing to perform and relevant experience
- Asset Management - Activities willing to perform and relevant experience
- Homeless/Housing Policy & Programs - Activities willing to perform and relevant experience

**4. Writing Sample:** Applicant will provide a relevant writing sample for *each* Core Service Area for which they are applying.

**5. Key Personnel (Limit 1 page per Core Service Area):** Application should include an organizational chart to aid the County in understanding the organizational structure of the applicant organization for each Core Service Area for which the applicant is applying. Application responses shall also include a complete list of all key personnel associated with the RFQ. For each person on the list, the following information shall be included:

- 1) The person’s relationship with Applicant, including job title and years of related employment, education, certifications etc;
- 2) The role that the person will play in connection with each core service area the applicant is qualifying for in this RFQ.

**6. Exhibit B – Pricing Sheet**

**EXHIBIT B**

**PRICING SHEET - AFFORDABLE HOUSING/HOMELESS SERVICES CONSULTANT RFQ**

For **each** Core Service Area (Housing Finance, Asset Management, and/or Homeless/Housing Policy & Programs):

Name of Company:

For consulting, provide rate per hour (per staff to be assigned, if applicable) and/or for physical inspections/reinspections provide price per unit

Total Maximum Cost for 150 hours of consulting and/or for physical inspection services for 150 units (for comparison purposes only)



## **EXHIBIT C: INSURANCE REQUIREMENTS**

**Insurance certificates are not required at the time of submission;** however, by signing the Submittal Addendum and Certifications found in Exhibit A to this RFQ, the Applicant agrees to meet the minimum insurance requirements stated in the RFQ, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit D – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFQ. Professional Liability insurance may also be required of specific professional services rendered under contract.

**\*\*\* SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS \*\*\***

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors and Omissions</b> Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
<b>E</b>	<b>Directors and Officers Liability</b> Including Employment Practices Liability	\$1,000,000 per occurrence
<b>G</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, Professional Liability and Directors and Officers Liability shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:             <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

## EXHIBIT D: SLEB Certification



### COUNTY OF ALAMEDA SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PROGRAM CERTIFICATION INSTRUCTIONS

The 3 step certification process may take up to 45 business days from receipt of Application.

#### **SLEB Program Definitions:**

<b>Local Business</b>	<i>A business having a fixed office with a street address in Alameda County for a minimum period of 6 months and a valid business license issued by the County or a City within Alameda County</i>
<b>Small Business</b>	<i>A Local Business which meets the U.S. Small Business Administration (SBA) size standards for its classification (available online at <a href="http://www.naics.com/search.htm">http://www.naics.com/search.htm</a>)</i>
<b>Emerging Business</b>	<i>A Local Business which is less than one half of the SBA size standards for its classification and has been in business less than 5 years</i>

#### **1. Complete the Common Application, Sections 1 through 7.**

A. Business entities applying for certification must be in good standing and in compliance with all governing laws, codes and regulations, including Section 66 (Conflict of Interest) of the Alameda County Charter.	F. List all current business and professional licenses in Section 4 of the Application.
B. The certification process requires a business site visit for all new and renewal certifications. Applicants will be contacted within 5 business days of receipt of accepted Applications by the SLEB Certification Unit for scheduling.	G. Applications must be signed by the owner, principal partner or authorized officer of the corporation in Section 7 of the Application form. Electronic and scanned signatures are acceptable.
C. Check the appropriate box(es) at the top of the Application.	H. By signing the Application form, applicants are certifying that the information provided is true and correct. Applications are signed under penalty of perjury.
D. If you have not been in business for a complete tax year, state actual gross receipts to date in Section 2 of the Application form.	I. Contact Information provided on the Application form and Certification Information will be posted on County's SLEB internet database websites.
E. If you have been in business for less than three years, state actual gross receipts received for the period that you have been in business in Section 2 of the Application form.	J. If any item on the Application is not applicable, please put "N/A" in the designated area.
	K. If additional space is needed, please attach additional sheet(s).

#### **2. Submit completed and signed application via email to: [ACSLEBcertification@acgov.org](mailto:ACSLEBcertification@acgov.org)**

Or mail to: Alameda County Auditor-Controller Agency  
SLEB Certification Unit  
1221 Oak Street, Room 249  
Oakland, CA 94612

#### **3. Site Visit and Documents Review**

Site visits include but are not limited to the review of documents listed below:

- Signed Federal Tax Returns showing Gross Business Receipts for the last 3 years
- Business Licenses
- Current Identification (i.e. Driver's License, Identification Card)
- Deed, Rental or Lease Agreement showing Business Address

All documents must be available at the scheduled site visit and additional documents may be requested. Additional documents may also be required to be provided during the certification process.

If you have questions please email the SLEB Certification Unit at [ACSLEBcertification@acgov.org](mailto:ACSLEBcertification@acgov.org) or call (510) 891-5500.

*Thank you for your interest in doing business with Alameda County*

SLEB CertInstructions 02/28/18