

**County of Alameda
Community Development Agency
Department of Housing and Community Development**

Request for Qualifications

to serve as

**Program Administrator for
Measure A1
Housing Preservation Loan Program**

Responses Due

5 p.m., July 31, 2017

Contact for Questions:

Jim.Bergdoll@acgov.org

510-670-9796

Section 1. Introductory Information

On June 28, 2016, the Alameda County Board of Supervisors placed Measure A1 on the November ballot for \$580 million in general obligation bonds designated for affordable housing, and adopted a program summary outlining basic parameters of programs to be funded. The residents of Alameda County voted to support Measure A1 on November 8, 2017, and Alameda County's Housing and Community Development Department (HCD) is implementing this Program.

Purpose of RFQ

Of the Bond's five programs, one is intended to maintain and preserve homes and enable low income homeowner households to stay in Alameda County by provision of housing rehabilitation services and loans for the rehabilitation and accessibility improvements to their homes. The purpose of this Request for Qualifications ("RFQ") is to obtain statements of qualifications and administrative/staffing plans from organizations wishing to serve as the Program Administrator for the County-wide Housing Preservation Loan Program ("HPLP") to be funded by Measure A1.

Term of Engagement

It is anticipated that the selected organization will be retained to serve as the Program Administrator for, at a minimum, the initial implementation period of HPLP, an approximately 6 year period. The initial contract will be for a period of 3 years, including an initial 3-month program ramp-up and development phase, with extension periods of up to 3 additional years, assuming satisfactory performance and with approval of the Board of Supervisors.

Mandatory Meeting

Interested organizations must have attended a Bidders Conference with HCD on **June 22, 2017** to go over the requested services and Program. HCD may hold a second meeting at the Housing Director's discretion. Notice of this mandatory meeting has been posted on the HCD website since April 20 2017 and was sent directly to over 1400 people who have signed up to receive such notices on April 20, and June 15, as well as forwarded to any organizations in the housing services classifications signed up with Alameda County's GSA Department to receive notices of competitive selection processes.

Submittal Due Date

July 31, 2017 by 5pm

Submittals

One original and two printed copies of a complete Submittal with all the required supporting materials, with one electronic version on a CD, must be submitted to:

County of Alameda
Housing and Community Development Department
224 W. Winton Ave., Room 108
Hayward, CA 94544
Attn: Jim Bergdoll

Section 2. Other Procedures and Instructions

Questions

Questions with regard to this RFQ should be directed to HCD by email to Jim Bergdoll at Jim.Bergdoll@acgov.org. Submitted questions will be responded to on a weekly basis through an FAQ that is distributed to all parties attending the Mandatory Meeting and will be posted on the HCD Website. All contact during the evaluation phase shall be through Jim Bergdoll, Housing and Community Development Specialist. Applicants shall neither contact nor lobby other evaluators during the evaluation process. Attempts by Applicant to contact and/or influence proposal evaluators may result in disqualification of Applicant.

Revisions to RFQ

If it becomes necessary to modify any aspect of this RFQ, HCD will provide electronically an addendum to each organization attending the Mandatory Meeting and post it on its website.

Modifications to Submittals

Respondents 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.

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.

Reservation of Rights

HCD reserves the right to conduct any investigation of the qualifications of any firm that it deems appropriate, negotiate modifications to any of the items submitted, request additional information from any firm, 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.

Visits and Interviews

All firms responding to this RFQ must be prepared to schedule a visit to their offices or to another location at which they propose to provide services, upon request by HCD which shall be held the week of **August 21-24, 2017**. In addition, firms responding to this RFQ may be interviewed at HCD offices as a part of the selection process.

Section 3: Program Summary

The Housing Preservation Loan Program (“HPLP”) (“Program”) is designed to assist low-income seniors, people with disabilities, and other low-income homeowners in Alameda County to remain safely in their homes by providing rehabilitation and accessibility improvement

services and loan financing to cover the associated costs. Homeowner Households with incomes up to eighty percent (80%) of the Area Median Income for Alameda County are eligible for the program. A draft summary of some of the Program terms is attached as **Exhibit A-Draft Term Sheet**.

Program implementation level policies will be finalized and brought to the Board of Supervisors for adoption after selection of the Program Administrator so that the Program Administrator may participate in the development of the implementation policies, Program Guidelines, and procedures, as further discussed below in Section 4 (Scope of Services).

The total estimated funding for the HPLP is approximately \$45 million (plus repayments of loans). Administrative costs of both the County and the Program Administrator will be primarily funded from this total amount. For the purpose of the County's ability to analyze comparable proposals, the financial assumptions used in the submission should include the following:

- County Administration and issuance costs estimated at 10%.
- 80 Loans made per year:
- HPLP rolls out over 6 years.
- Maximum loan: To be determined as part of implementation policy development. You may suggest a maximum loan and use it in your proposal.

Section 4: Scope of Services

The selected Program Administrator is expected to play an active and primary role in all aspects of the development, implementation and operation of the Program: Specifically, marketing, applicant screening, loan administration, and reporting on the Program. The Scope of Services may include but is not limited to the following:

A. HPLP Program Development Phase:

1. Assign experienced staff immediately upon proposal acceptance and contract execution with County to review HPLP draft terms and assist in development of refined program implementation terms, implementation policies, and program documents (as outlined further in #2 below). Assist County staff with the public process to develop and adopt implementation policies, including preparation of presentation materials and attending meetings. Development of the Program policies will be an iterative process involving community input before final recommendations are made to the Board of Supervisors for adoption, and may include public meetings and presentations to other committees as determined by the Housing Director.
2. Draft implementation policies, policy and procedure manual, and other program documents including loan documents to further the objectives of the Program, all subject to HCD review and approval. Program Administrator will be expected to prepare draft HPLP implementation policies and work closely with HCD staff on finalization in advance of bringing policies to Board.

3. Meet with HCD staff regularly to coordinate development of the Program. Meet with staff from HCD and other local Housing Preservation Loan Programs as directed to identify lessons and review operating matters that may affect the potential Program.
4. Work with HCD staff to coordinate the Program with any other local Housing Preservation Loan Programs that may exist within the County that are available to eligible owners.
5. Prepare, subject to HCD review and approval, forms to be used by borrowers, together with question and answer materials. Provide materials in English, Spanish, Chinese, Vietnamese and Tagalog, and prepare for capacity to translate into other languages as requested.
6. Investigate feasibility and utility of setting up and maintaining a list of licensed and certified building rehabilitation trade and General Contractors for this Program.
7. Assist County staff with the public process to adopt implementation policies, including preparation of presentation materials and attending the events. Adoption of the Program implementation policies will be an iterative process before final adoption of the Program by the Board of Supervisors, and may include public meetings and presentations to other committees as determined by the Housing Director.

B. Implementation of HPLP/Ongoing Administration Phase:

1. Take primary responsibility both initially and on an ongoing basis in marketing the Program to various interested parties, including public agencies within the County, non-profit organizations, counseling agencies, senior and disability organizations, and others. This will include designing web pages that shall provide sufficient and easy-to-understand information so that applicants can learn about Program, income eligibility and long term requirements, etc. Program Administrator shall ensure broad awareness and participation by all eligible homeowners, especially under-represented and target groups, and document outreach efforts and their success. Other marketing may include direct mailings, offering information workshops, and coordination and marketing to local Code Enforcement Departments throughout the County, as well as other methods.
2. Establish a reservation system and provide reports, (initially on a weekly basis and monthly after the first 60 days) to the Department.
3. Review all applications from owners for HPLP eligibility, including assurance of verification of incomes and other requirements, and provide eligibility determinations. Make recommendation on approval/disapproval of each application to County.
4. Provide skilled inspection services, including preparation of work write-ups, scope of work, and project close-out to ensure compliance with local building and safety codes.

5. Conduct contractor bidding and selection process.
6. Ensure that all needed building permits are obtained.
7. Monitor contractors for compliance with local and State health, safety, and building codes and relevant laws and requirements.
8. Coordinate rehabilitation and accessibility services with other local programs available specializing in other related areas such as lead paint and hazardous materials abatement. Such services may be funded with federal funding sources and/or require special procedures.
9. Provide an excellent level of customer service, including communications with all applicants. Be responsive and available for questions from parties on a real-time basis to address issues, complete the work, and close loans. Provide a phone number for the public to access information and services, with prompt response to Program inquiries and calls.
10. Prepare all loan files for permanent documentation of the borrower, prepare final approval documentation for each borrower, and submit to County for funding in a complete package.
11. Meet at least quarterly with HCD staff concerning Program performance, issues, changes, and marketing, and advise HCD as needed concerning technical questions that may arise with respect to Program requirements and loan terms. Provide recommendations on needed adjustments, enhancements, or any other matters as necessary. Provide monthly reports to the County on borrower demographics and information on loans closed during such month, and on the outstanding portfolio. 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 (types of rehabilitation and accessibility improvements, status of application, loan, and rehabilitation/accessibility work)
 - Funds budgeted and expended
 - Beginning and ending dates of activities
 - Other data needed to support reporting requirements and performance measures
12. Program Administrator shall maintain data systems including portfolio tracking databases to ensure that accurate client and service information is managed appropriately and that clients' protected information is kept secure at all times. Program Administrator shall generate and maintain complete client files in a secure location that are accessible to authorized staff and the County upon request. Program Administrator shall generate and maintain all electronic files as directed by the County Housing Director, and in compliance with federal and state confidentiality laws.
13. 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.

14. Energy Efficiency -- Plans should incorporate energy efficiency measures through materials, heating, ventilation and air conditioning (HVAC) systems, design, and site orientation where feasible.
15. 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.

C. Subsequent Services After Loan Closings – in addition to the ongoing services:

1. Contact each HPLP homeowner by mail annually to remind them of program requirements to ensure that they are in compliance.
2. Develop and implement with HCD staff other important practices for ongoing stewardship of the homes participating in the HPLP.

Section 5. Eligibility Requirements / Minimum Qualifications:

Applicants are eligible to participate in the RFQ process if they meet the Applicant Minimum Qualifications described below. The County will disqualify proposals that do not demonstrate that Applicant meets the specified Minimum Qualifications, and these disqualified proposals will not be evaluated by the County and will not be eligible for contract award under this RFQ.

The Applicant must meet **the following minimum requirements** to be considered for the Program Administrator contract:

- A. Be regularly and continuously engaged in the business of providing services similar to those identified under the Scope section for at least 3 years providing administrative services with respect to housing rehabilitation programs for municipal public agencies in California.
- B. Have a demonstrated track record working successfully with low-income homeowners, borrowers and other parties in such programs.
- C. Have or will provide one or more offices in Alameda County from which to provide services, and have capacity and willingness to establish and operate services County-wide by January 1, 2018.
- D. Have the ability to meet minimum applicable Alameda County insurance requirements for contractors attached in Exhibit C.

- E. Demonstrate capacity and willingness to participate in data collection and reporting as required by the Scope of Work.
- F. Experience and knowledge of local, state, and federal regulations and best practices for handling of hazardous materials encountered, such as lead paint and asbestos.
- G. Experience and knowledge of federal HUD regulations and guidelines, specifically compliance with CDBG regulations, to coordinate as necessary with other local programs.

Section 6. Submission Requirements

- A. **Cover Letter.** Include a cover letter (limit to 2 pages) stating: (a) Understanding of Program description; (b) Summary of Qualifications; and (c) Summary of Staffing Plan.
- B. **Qualifications.** Firms responding to this RFQ should prepare clear and complete responses to each of the following questions and information requests. Brevity and clarity of responses will be appreciated.
 - 1. Firm Overview. Provide an overview of the firm, including the full legal name and a summary of the structure and management of the firm. Describe any significant changes, including the management and/or structure of your firm, that have occurred during the past three years. Include an organizational chart. Non-profits and corporations must include a list of board members and their affiliations. Indicate whether the applicant foresees or anticipates any organizational changes in the next 24 months, and if so what is anticipated.
 - 2. Include a completed copy of the Contractor Set-up (“Contractor Information”) Form behind the letter. (Exhibit D)
 - 3. Location. List the location of your firm's main office and the locations of the office(s) that will provide the services within Alameda County.
 - 4. Experience. Demonstrate Applicant’s satisfaction of the Minimum Qualifications in Section 5, including confirmation of each item numbered A through H and note any applicable exceptions. For each public agency for which you have provided such service, include the name of the agency the scope of the contract, the number of transactions in the most recent two years of the contract, the annual dollar amount of the contract, and a contact name, phone number and email address.

If respondent will subcontract for any of the services under this RFQ with another firm, provide the scope of work to be subcontracted, and the same level of detail for that sub-contracting firm, including contact information.

5. Personnel. Provide qualifications for the primary representative and key personnel, including financial staff. Include a description of each person's background and experience as well as an explanation of their role and responsibilities for the firm (or the subcontractor, as applicable).
6. Financial Position. Provide the most recent two years of audited financial statements for the firm and unaudited financial statements for each quarter since the close of the fiscal year represented by the audited financial statement.
7. Database. Provide information on the type of data tracking system that will be used to provide the regular reports and the demographic information required by the County.
8. Legal, Regulatory and Ethics Actions. Provide a summary of any litigation, arbitration and regulatory proceedings, pending, adjudicated or settled that your firm has been subject to within the last three years.
9. References. Provide a list of at least three references from the list of contracts provided under item 3 above, using the attached form in Exhibit B-Submittal Addendum.

C. Draft Program Plan:

1. Administrative Plan and Staffing Budget. Provide, based on the firm's experience with other public agencies on these type programs, a 3 to 5 page narrative description and plan of how the firm would staff and administer the Program, including personnel assignments and roles to be performed for key personnel. Include within this description a staffing plan, with job descriptions/levels and minimum qualifications if these personnel are yet to be retained. Explain how the Program would be ramped up over the first year. Display key information in an Excel format and submit electronically, including FTE levels of staffing for each component. Provide a draft budget for the Administrative Plan including the estimated compensation for all services on an hourly basis. Include basis of cost allocation to the HPLP in the case of partial FTEs. Include all recommended roles and responsibilities of Program Administrator. Also describe the schedule and increasing staff levels planned as Program ramps up over the first year.
2. Application Process, Loan Closing Checklist and Document Stacking Order. Provide a check list that documents the information to be gathered in a typical transaction, the order it will be presented to the County, and any additional information you wish to demonstrate knowledge and capacity of your organization and understanding of the implementation of the Administrative Plan.
3. Servicing Procedures. (1 page maximum). Describe and discuss your recommended servicing procedures and customer contacts, including the location where Program loans will be serviced, customer service contact information for borrowers, handling of customer inquiries, and other details of the customer service experience.

4. Equal opportunity. (1 page maximum). Describe your proposed plan for ensuring fair representation among applicants from any protected classes and disadvantaged demographic category, and experience in successfully achieving this representation.
5. Lessons Learned and Recommendations. (2 pages maximum). Describe key lessons you have learned in making programs similar to the proposed Program successful. Describe experience with this servicing model, problems encountered with the system, and how they were corrected. From your experience, make any recommendations you think would help make this Program a success in the current housing market in Alameda County, including successfully including target population groups. Include suggestions you have with regard to approaching and working with other public or private entities to leverage program funds, and any experience you have had in that regard.

D. Certifications and Acknowledgments:

1. Read and sign attached Exhibit B.
 2. Additionally, provide signed statements: (i) 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; (ii) that the information included in the Submittal is true and correct to the best of its knowledge and (iii) that the person signing the transmittal letter is authorized to submit this proposal on behalf of the firm.
 3. Provide the following:
 - i. A Statement of Good Standing from the California Secretary of State.
 - ii. Organization Bylaws and Articles of Incorporation.
 - iii. Organization's Board of Directors list with affiliations.
 4. If applicant is a non-profit organization, provide a copy of current 501(c) 3 status.
- E. Only one bid response will be accepted from any one person, partnership, corporation, or other entity. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.
- F. Bid responses are to be straightforward, clear, concise and specific to the information requested.
- G. In order for bids to be considered complete, Applicant must provide responses to all information requested. See Exhibit B – Submittal Addendum.
- H. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses 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.

Section 7. Selection Criteria

Past Performance

25 Points

- Demonstrated success of the organization and assigned staff with similar programs.
- Experience managing similar projects/programs in a timely manner and within budget.

Organizational Capacity

30 Points

- Demonstrated qualifications and experience of the organization and assigned staff.
- Capacity of the applicant to administer the Program.

Administrative Plan & Budget

25 Points

- Adequacy and feasibility of proposed administrative plan
- Quality of staffing plan to carry out Program
- Adequacy, feasibility, quality and comparative cost of proposed budget

References

10 Points

- Applicant's successful experience working under contract with public agencies.
- References from public agency clients as to demonstrate success.
- Quality and relevance of recommendations

Proposal's Overall Completeness

10 Points

- Applicant has submitted all required information.
- The proposal is thorough and comprehensive in scope.

Section 8. Submittal Evaluation

- A. All proposals that pass the initial Minimum Qualifications which are determined on a pass/fail basis (Completeness of Response, Financial Stability, and Debarment and Suspension) will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in the areas of housing, homeowner housing rehabilitation programs, and related services. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFQ. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.
- B. While the basic information that each section of the submission should contain is specified above, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive response can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering program being solicited.

Section 9. Notice of Intent to Award

- A. At the conclusion of the RFQ response evaluation process, all Applicants will be notified by email, and subsequently the US Postal Service mail, of the contract award recommendation. The document providing this notification is the *Notice of Intent to Award*. The Notice of Intent to Award will provide the name of the bidder being recommended for contract award.
- B. After the Notice of Intent to Award has been issued by email and the County has entered into negotiations with the most qualified applicant, debriefings for unsuccessful applicants will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful applicants submission. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful applicant.
- C. Once negotiations have been completed, and the Board letter signed, applicants will be notified of the Board award date. The document providing this notification is the *Notice of Board Date* letter, which will be emailed to all Applicants. Once this is issued, all submitted proposals shall be made available to the public, upon request, no later than five (5) business days before the contract is scheduled to be heard by the Board of Supervisors.

Section 10. Protest/Appeals Process

1. HCD prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following those procedures. The following is provided in the event that Applicants wish to protest the selection process or appeal the recommendation to award a contract once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

Any appeal of the award notice by any applicant must be submitted in writing to Linda Gardner, Housing Director, 224 W. Winton Avenue, Room 108, Hayward CA 94544 **before 5:00 pm of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award by email, not the date received by the Bidder of a hard copy mailed through the US postal service.** An Appeal received after 5:00 pm is considered received as of the next business day.

Appeals must be based on the points awarded under the evaluation criteria. Appeals may not be based on subjective criteria.

- a. The Appeal must contain a complete statement of the reasons and facts for the protest.

- b. The Appeal must refer to the specific portions of all documents that form the basis for the Appeal.
 - c. The Appeal must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
 - d. HCD will transmit a copy of the bid protest to all bidders as soon as possible after receipt of the protest.
2. Upon receipt of written appeal, the Housing Director, or designee will review and evaluate the protest and issue a written decision. The Housing Director, may, at her discretion, investigate the appeal, 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 Appeal will be issued at least ten (10) business days prior to the Board hearing date to award.

The decision will be communicated by e-mail, and U.S. Postal Service, and will inform the Applicant whether or not the recommendation to the Board of Supervisors in the Notice of Intent 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 of an Appeal if a decision on the protest could have resulted in the Applicant not being the apparent successful Applicant on the Submittal.

3. The decision of the Housing Director on the Appeal 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 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Applicant whose Submission is the subject of the protest, all Applicants affected by the Housing Director's decision on the protest, and the protestor have the right to appeal if not satisfied with the Housing Director'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 decision by the Housing Director, not the date received by the Applicant. An appeal received after 5:00 p.m. is considered received as of the next business day.
 - 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 proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred or, where appropriate, County's contracting policies or other laws and regulations were not followed.

- c. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the Housing Director. 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 the Housing Director or department designee, and will determine whether to uphold or overturn the protest decision.
 - d. The Auditor's Office may overturn the results of a bid process for ethical violations by HCD staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive selection 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 Submission is the subject of the appeal/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 the Contract is considered by the Board of Supervisor.
 - 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/Appeal. 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/appeal, including filing a Government Code Claim or legal proceedings.

Section 11. Awarding Contract

- A. During the initial period of any contract which may be awarded to Contractor, the County may review the proposal, 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 file review at the discretion the County.
- B. The County reserves the right to determine, at its sole discretion, whether:
 - 1. Contractor has complied with all terms of this RFQ; and
 - 2. 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.
- C. 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 will be notified that the contract is being terminated. Contractor shall be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next highest ranked Applicant to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

- D. Proposals will be evaluated by a committee and will be ranked in accordance with the RFQ. The committee will recommend award to the Applicant who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Applicant with the lowest price.
- E. 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.
- F. The County reserves the right to award to a single or multiple Contractors.
- G. The County has the right to decline to award this contract or any part thereof for any reason.
- H. Board approval to award a contract is required.
- I. Any proposal/submittals that contain false or misleading information may be disqualified by the County.
- J. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
- K. Final Standard Agreement terms and conditions will be negotiated with the selected Applicant. Applicant may access a copy of the Standard Services Agreement template can be found online:

<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>

The template contains minimal Agreement boilerplate language only.

Section 12. Invoicing

- A. A signed, current IRS W-9 form is required to be provided before any invoices will be processed.

- B. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
- C. County will use best efforts to make payment within thirty (30) days following receipt, review and approval of invoice and only upon complete satisfactory performance of services.
- D. County shall notify Contractor of any adjustments required to invoice.
- E. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
- F. Contractor shall utilize standardized invoice upon request.
- G. Invoices shall only be issued by the Contractor who is awarded a contract.
- H. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
- I. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted.

Exhibit A: Draft Term Sheet

HOUSING PRESERVATION LOAN PROGRAM (HPLP)

Draft Program Policies & Terms

Purpose	To assist eligible low- income homeowners in Alameda County to rehabilitate homes and make necessary accessibility improvements.
Method	The program will provide home inspections and technical assistance, along with loans to pay for accessibility improvements, such as grab bars, ramps, and widened doorways, and other housing rehabilitation such as roofs, electrical and plumbing systems improvements, allowing the household to remain safely in the home and not become displaced either due to the home no longer being accessible to them or due to deteriorated conditions.
Projected Funding	Approximately \$45 million is expected to be made available over the course of the Bond program (projected to be initially 6 years), depending on demand from eligible borrowers.
Program Start	The goal is to begin the Program in Fall of 2017, after adoption of implementation policies by the Board of Supervisors
Eligibility	
Location	Alameda County-wide
Prioritization	The target population for this component is low-income seniors, people with disabilities and other homeowners with incomes at or below 80% of Area Median Income.
Property	
Type	Single-family home, townhome, or up to 4-unit property
Eligible Repairs	Accessibility improvements; housing rehabilitation (e.g. roof, electrical, plumbing, exterior painting); seismic strengthening and/or energy efficiency work may be included (depending on final implementation policies). Any deficiencies that pose immediate health and safety hazards must be corrected as condition of HPLP loan.
Borrower	
Owner-Occupancy	Owner must certify that he/she is an owner-occupant and remain the owner-occupant.
Household Income	Not to exceed 80% of Area Median Income
Loan Terms	
Max. Loan Amount	Dollar amount to be determined

Lien	Second Deed of Trust on the property
Type of Loan	The funds will be provided in the form of 0% to low-interest deferred loans. There will be no payments on the loans while the low-income household remains living there, so the loan will not add to the housing cost burden. When the home is sold or transferred to anyone other than an approved, income-eligible buyer, the loan and interest due, if any, are to be repaid.
Title Insurance	Required for HPLP Loan
Interest Rate	To be determined
Monthly Payment	No monthly payment required
Amount Due	Original HPLP loan principal
Loan Due	When the home is sold or transferred to anyone other than an approved, income-eligible buyer, the loan and interest due, if any, are to be repaid.
Assumability	Only per above or in approved special circumstances
Administration	
Party	A single Community-based organization or firm (the “HPLP Administrator”) with a successful track record in efficiently and effectively administering home preservation loan programs on behalf of local governments in the Bay Area
County Oversight	County staff will oversee the program and all reporting on a monthly basis
Intake	Applicants must be able to submit in person, but could also have the option of on line.
Eligibility Determination	By HPLP Administrator
Loan Closing	Loans will be originated by the HPLP Administrator in the name of the County, with funds wired to the purchase escrow title company a day prior to settlement
Disbursement	To be determined
Servicing / Asset Management	By HPLP Administrator, with monthly reports and reconciliations to County staff

Exhibit B: Submittal Addendum

To: The County of Alameda

From: _____

(Official Name of Applicant)

- **AS DESCRIBED IN THE SUBMITTAL OF SUBMITTAL SECTION OF THIS RFQ, APPLICANTS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY SUBMITTAL, INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS TWO (2) COPIES AND ONE (1) ELECTRONIC COPY OF THE SUBMITTAL IN PDF (and a copy of Spreadsheets in Excel).**
- **ALL PAGES OF EXHIBIT B MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; 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 BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED "N/A"**
- **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**
- **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 SLEB POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT IN ORDER FOR THE SUBMITTAL RESPONSE TO BE CONSIDERED COMPLETE**

A. **APPLICANT INFORMATION AND ACCEPTANCE**

1. The undersigned declares that the Bid 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 Bid Documents of this RFQ for HPLP.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid 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 Bid 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)**
[<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)**
[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]
 - **[General Environmental Requirements](http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm)**
[<http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm>]
 - **[Small Local Emerging Business Program](http://acgov.org/auditor/sleb/overview.htm)**
[<http://acgov.org/auditor/sleb/overview.htm>]
 - **[First Source](http://acgov.org/auditor/sleb/sourceprogram.htm)**
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
 - **[Online Contract Compliance System](http://acgov.org/auditor/sleb/elation.htm)**
[<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 Bid 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 Exhibit B, the Contractor agrees to meet the minimum insurance requirements stated in the RFQ. 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.
10. The undersigned acknowledges **ONE** of the following (please check only one box):
 - Applicant is not local to Alameda County and is ineligible for any bid preference; **OR**
 - Applicant is a certified SLEB and is requesting 10% bid preference; (Applicant must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
 - Applicant is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
 - 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 vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

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"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20_____

B. REFERENCES

Alameda County HPLP RFQ 2017

Applicant Name: _____

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

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

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

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

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

C. EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

HPLP RFQ 2017

Applicant Name: _____

List below requests for clarifications, exceptions and amendments, if any, to the RFQ and associated Bid Documents, and submit with your bid response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

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

*Print additional pages as necessary

Exhibit C: 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
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability 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
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<p><u>Endorsements and Conditions:</u></p> <p>ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers 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.</p> <ol style="list-style-type: none"> DURATION OF COVERAGE: 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. REDUCTION OR LIMIT OF OBLIGATION: 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 selfinsurance) 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. INSURER FINANCIAL RATING: 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. SUBCONTRACTORS: 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. JOINT VENTURES: 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"> – 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.

- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".

6. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.
7. **CERTIFICATE OF INSURANCE:** 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.

Exhibit D: Contractor Set-up Form – electronic version will be emailed



Contractor's Information

Legal Name		Federal ID	
Doing Business As?		Duns No.	Fiscal Yr Ends:
Address	City	ST	Zip Code
Same Remit? <input type="checkbox"/>	Address	City	ST Zip Code
Executive Director			
Telephone No.	Fax:	Email:	
Located in Alameda County? <input type="checkbox"/> Yes <input type="checkbox"/> No How Long? _____		Community Based Org (CBO)? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is Contractor an Alameda County Employee /Board Member/Commissioner and/or affiliated with this business? <input type="checkbox"/> Yes <input type="checkbox"/> No
Are you a Certified Small Local or Emerging Business (SLEB)? <input type="checkbox"/> Yes <input type="checkbox"/> No Certification No. _____ Expires _____			
Check Type of Contract <input type="checkbox"/> Goods only <input type="checkbox"/> Goods and Services <input type="checkbox"/> Rent/Leases <input type="checkbox"/> Rents/Leases paid to you as the agent <input type="checkbox"/> Medical Services <input type="checkbox"/> Legal Services <input type="checkbox"/> Other Services - Affordable Housing Devlp. or _____ <input type="checkbox"/> Settlement, Judgement, Refunds <input type="checkbox"/> Court-Appointed Services		Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Government or Trust <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Tax Exempt Gov. or Trust : _____	Composition of Ownership Are you a? Publicly traded entity <input type="checkbox"/> Yes <input type="checkbox"/> No Public School <input type="checkbox"/> Yes <input type="checkbox"/> No Government <input type="checkbox"/> Yes <input type="checkbox"/> No Non Profit <input type="checkbox"/> Yes <input type="checkbox"/> No Church <input type="checkbox"/> Yes <input type="checkbox"/> No
Continue below if Composition of Ownership is "NO"			
Ethnicity <input type="checkbox"/> African American or Black (> 50%) <input type="checkbox"/> American Indian or Alaskan Native (> 50%) <input type="checkbox"/> Asian (> 50%) <input type="checkbox"/> Caucasian / White (> 50%) <input type="checkbox"/> Filipino (> 50%) <input type="checkbox"/> Hispanic or Latino (> 50%) <input type="checkbox"/> Multi-ethnic minority ownership (> 50%) <input type="checkbox"/> Multi-ethnic Ownership (50% Minority - 50% Non-Minority) <input type="checkbox"/> Native Hawaiian or other Pacific Islander (> 50%)		For Gender—If "No" for Composition of Ownership and are HGS Devlp, look at board member Demographics to determine ownership information. Gender <input type="checkbox"/> Female (>50% ownership) <input type="checkbox"/> Male (>50% ownership)	