



Sonoma County Community Development Commission
1440 Guerneville Road, Santa Rosa, CA 95403-4107

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Commission*

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Request for Proposals

Federal Disaster Grant Management and Administration

The Sonoma County Community Development Commission (Commission) invites proposals for qualified firms who can manage and administer programs funded by Federal Funds awarded to the County of Sonoma for disaster recovery from both the 2017 Sonoma Complex Fires and the coronavirus emergency. Proposals must be received no later than September 16, 2020, at 3:00 p.m.

Background

In the past three years, the County of Sonoma has been allocated several State and Federal grants to respond to the 2017 Sonoma Complex Fires (DR-4344-CA) and 2020 COVID-19 pandemic. The Sonoma County Community Development Commission has been tasked with administrating funds on behalf of the County related to housing and community development, rental assistance, and homeless response and prevention to mitigate the impacts of both of these emergencies. The Commission is seeking assistance to administer these programs as internal staff capacity is limited due to turnover over the past year. A qualified candidate for this position would be able to build up the Commission's internal infrastructure, underwrite policies and procedures, meet due diligence requirements, monitor the selected developers and non-profit partners who carry out the funding activities, and manage these programs effectively so as to remain in compliance with OMB 2 CFR 200 Uniform Administrative Requirements and all applicable State and Federal guidelines.

CDBG-DR

On April 11 the U.S. Department of Housing and Urban Development (HUD) issued a press release stating that the State of California would receive \$212 million in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds in response to multiple wildfires and mudslides throughout the state in October and December of 2017. Sonoma County was allocated \$4,698,809 for disaster mitigation in response to the loss of over 5,300 homes in the 2017 Sonoma Complex fires. The California Department of Housing and Community Development (HCD) will act as the Grantee of all funds awarded to the State, and the County of Sonoma is the subrecipient of these funds. An unmet needs analysis prepared by Horne consultants identified housing for renters as the top priority for Sonoma County to



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undertake with CDBG-DR funds. As such, the State submitted a plan to HUD to use mitigation funds for a multi-family housing program.

When the County applies for funding through HCD's NOFA process for multi-family housing, the Community Development Commission will be the applicant entity representing the County with continued coordination and support from the Office of Recovery and Resiliency (ORR). The Commission intends to release a NOFA for CDBG-DR funds concurrently with their regular CDBG and HOME Investments Partnership Program NOFA in December 2020.

CDBG-CV

In March 2020, the Commission was allocated \$1,109,159 in CDBG-CV to prevent, prepare for, and respond to coronavirus. The Commission, in conjunction with community groups and the Department of Health Services, determined that the most immediate need was the risk posed to economically vulnerable individuals and families who were unable to pay rent due to wages lost or illness from COVID-19. In evaluating unmet needs in the community and examining methods to address the impacts of COVID-19 in a geographically equitable way, the Commission determined that the most immediate need was to provide a short term rental assistance program to households economically impacted by COVID-19 that do not have access to other financial resources (e.g., unemployment). A NOFA for CDBG-CV funds will be released in December, and will seek out non-profit organizations that can run the rental assistance program for residents of the Urban County who are most vulnerable as a result of COVID-19. The program will begin in January 2021, and at least eighty percent (80%) of funds must be expended by June 2023

The Sonoma County Community Development Commission (Commission) seeks consulting service assistance to support the County's disaster recovery operations; to prepare due diligence documentation associated with the Community Development Block Grant programs for disaster response and mitigation (CDBG-DR MIT) and coronavirus response (CDBG-CV); and to ensure full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews. The ideal candidate shall possess demonstrated experience in State and Federal disaster recovery programs and must have extensive knowledge and expertise in the operations of the CDBG program.

Scope of Services

The selected respondent will be responsible for reviewing Commission Funding Policies, Loan Policies, drafting, and underwriting new policies and procedures working closely with the Equity and Compliance Manager and Housing and Neighborhood Investments Manager, and managing contractors awarded grant funds to carry out eligible activities. The following Scope outlines the specific requirements for each grant program:

Both Programs

1. For each project or activity, create uniform prevention of duplication of benefits procedures that identify the processes for a) verifying all sources of disaster assistance received by the

Commission or an applicant before the award of funds, as applicable b) Determining the Commission's or an applicant's unmet need before committing funds or awarding assistance c) Ensuring beneficiaries agree to repay any duplicative assistance if they later receive other disaster assistance for the same purpose, and d) providing that, before the award of assistance, the Commission will use the best, most recent available data from FEMA, the Small Business Administration (SBA), insurers, and any other sources of funding to prevent the duplication of benefits. The procedures should indicate which personnel are responsible for each task

2. Track all program expenditures, monitor payments to contractors carrying out program activities, account for and manage program income, reprogram funds for activities that are stalled, and meet compliance requirements for project expenditure on eligible activities within the period of performance.

CDBG-DR

1. Work with Commission staff to maintain a comprehensive website regarding all CDBG-DR activities; including an informational accounting for how grant funds are used, managed, and administered, project plans, NOFA documents, performance metrics, procurement policies and procedures, a summary of all procured contracts, and citizen participation requirements.
2. Update the Contract Monitoring Plan to include procedures that indicate how the Commission will verify the accuracy of information provided by applicants and a monitoring policy that indicates a) how and why monitoring is conducted b) the frequency of monitoring c) which items are monitored.
3. Underwrite grant or loan documentation for CDBG-DR multi-family housing development grantees and maintain documents per retention schedules as mandated by HUD and local policy.
4. Create of CDBG-DR succession plans for Commission staff to reduce risk and retain knowledge

CDBG-CV

1. NOFA for CDBG-CV funds to be used for a rental assistance program for vulnerable residents impacted by COVID-19. The solicitation will target non-profits with the infrastructure to administer an effective rental assistance program for vulnerable tenants and low-income landlords that have been directly impacted by the COVID-19 pandemic per the Eviction Defense Ordinance.
2. Monitor selected non-profit grantees to ensure that beneficiaries of CDBG-CV rental assistance are verifiably impacted by the medical or economic impacts of COVID-19, shelter-in-place mandates, or the Eviction Defense Ordinance.
3. Procedures on the expenditure of the CDBG-CV funds for non-profit grantees that ensure funds are expended within Sonoma County's entitlement jurisdiction, which includes the Urban County and the seven non-entitlement municipalities of Cloverdale, Cotati, Healdsburg, Rohnert Park, Sebastopol, Sonoma, and Windsor.
4. Manage of CARES Act Quarterly Reporting
5. Track general geographic spread of CDBG-CV assistance throughout the County using GIS, Google Maps, or other appropriate web-based form. Generate regular reports for

Commission staff, showing which parts of the Urban County are receiving funds without disclosing beneficiary addresses or proprietary information.

6. Create a CDBG-CV succession plan for Commission staff to reduce risk and retain knowledge

Submission Requirements

General Instructions:

Proposals shall be made per the following general instructions to receive consideration:

1. The completed proposal shall be without alterations or erasures.
2. No oral or telephonic proposals will be considered.
3. Submission of a proposal shall be an indication the proposer has investigated and satisfied themselves of the conditions, character, quality, and scope of the work to be performed and requirements of the Commission, including all terms and conditions contained within this RFP.
4. **Insert other conditions**

Proposal Format and Contents:

For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

Section I: Organizational Information

Provide specific information concerning the firm in this section, including the legal name, address, and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the Commission must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

Section II: Qualifications and Experience:

- Provide specific information in this section concerning the firm's experience in the services specified in this RFP. Examples of completed projects, as current as possible, should be submitted, as appropriate. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within two (2) client agencies for whom similar services have been provided.
- Debarment or Other Disqualification - Proposer must disclose any debarment or other disqualification as a vendor for any federal, state, or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

Section III: Project Approach and Work Schedule:

- Provide a description of the methodology developed to perform all required services, with an aggressive schedule that will complete the projects by December 2022, if possible. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of Commission personnel involvement deemed necessary, including key decision points at each stage of the project. Information as to the type of any software that is anticipated to be used in the planning process should also be discussed.
- Include your response to the Scope of Work as referenced above.

Section IV: Cost of Service

The proposal shall clearly state ALL of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services.

Section V: Insurance

The selected proposer will be required to submit and comply with all insurance as described in the attached Sample Insurance Agreement (Attachment B) or identify specific exceptions to the sample agreement.

Section VI: Additional Information

Include any other information you believe to be pertinent but not required.

Section VII: Contract Terms:

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment A) or identify specific exceptions to the sample agreement.

Timeline

The following schedule is subject to change. If the timeline is changed, all known recipients of the original RFP will be notified of new dates, and any such changes will also be posted on the Commission's website.

Date	<u>Event</u>
11/5/2020	Release of Request for Proposals
11/12/2020	Deadline for Proposer Questions
11/16/2020	Commission Responses to Questions Published
11/27/2020 at 3:00 p.m.	Deadline for Proposals
11/27/2020-11/30/2020	Commission Review
12/1/2020	Notice of Intent to Award

Questions

All questions must be submitted in writing no later than 5:00 p.m., November 12, 2020. If any questions are received, all questions will be responded to in an addendum issued and posted on the Commission's website. The Commission will not provide verbal responses to any inquiries made by prospective respondents. The Commission will instead direct respondents to submit all questions in writing. Questions should be submitted via e-mail to Kirsten.Larsen@sonoma-county.org

Instructions for Proposal Submittal

Proposers must submit one (1) electronic version of the signed proposal by November 27, 2020. Electronic submissions must be received by this date at Kirsten.Larsen@sonoma-county.org

Corrections and Addenda

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the Commission interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal. Any oral communication by the Commission's designated contact person or any other Commission staff member concerning this RFP is not binding on the Commission and shall in no way modify this RFP or any obligations arising hereunder.

Selection Process

1. All proposals received by the specified deadline will be reviewed by the Commission for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
2. Commission employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal. Any person or business entity submitting a proposal who has such a relationship with a Commission employee who may be involved in the selection process shall advise the Commission of the name of the Commission employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
 - a. Demonstrated ability to perform the services described;
 - b. Experience, qualifications and expertise;
 - c. Quality of work as verified by references;
 - d. Costs relative to the scope of services;
 - e. A demonstrated history of providing similar services to comparable entities;
 - f. Willingness to accept the Commission's contract terms; and
 - g. Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.)

The Commission's Executive Director reserves the right, in his or her sole discretion, to take any of the following actions at any time before Commission approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the Commission. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.

The Commission may, during the evaluation process, request from any proposer additional information which the Commission deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.

An error in the proposal may cause the rejection of that proposal; however, the Commission may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the Commission will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the Commission may, at its sole option, correct an error based on that established content. The Commission may also correct obvious clerical errors. The Commission may also

request clarification from a proposer on any item in a proposal that Commission believes to be in error.

- a. The Commission reserves the right to select the proposal which in its sole judgment best meets the needs of the Commission. The lowest proposed cost is not the sole criterion for recommending contract award.
All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
- b. Under certain circumstances the firm selected by the Commission may be recommended to the Board of Commissioners for this project, but the Commission is not bound to accept the recommendation or award the project to the recommended firm.

4. Finalist Interviews

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

Rules and Regulations

The issuance of this RFP does not constitute an award commitment on the part of the Commission, and the Commission shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.

The Commission expressly reserves the right at any time to:

1. Waive or correct any deviation, defect, or informality in response, submittal, or submittal procedure. The Commission's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.
2. Reject any or all proposals or portions thereof if the Commission determines that it is in the best interest of the Commission to do so.
3. Re-issue this RFP or change deadline dates
4. Modify all or any portion of the selection procedures, prior to the submission deadline, including deadlines for accepting responses, the specifications or requirements for any materials, equipment, or services to be provided under this RFP, or the requirements for contents or format of the responses.
5. Award the agreement to the proposer or proposers that, in the Commission's judgment, best serves the needs of the Commission.

Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the Commission, all

proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The Commission will consider a proposer's request for exemptions from disclosure; however, the Commission will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

The Commission will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the Commission does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

- a) [Legal name of proposer] shall indemnify, defend and hold harmless the Sonoma County Community Development Commission, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

Nonliability of County

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

Proposal Alternatives

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The Commission reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the Commission's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Commissioners, or any employee of the Sonoma County Community Development Commission or the County of Sonoma, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

Form of Agreement

1. No agreement with the Commission shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, Commission personnel are without authorization to waive or modify agreement requirements.
2. A sample of the agreement is included as Attachment A hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the Commission's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
3. Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the Commission's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
4. Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
5. Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

Duration of Proposal; Cancellation of Awards; Time of the Essence

1. All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
2. Unless otherwise authorized by the Commission, the selected consultant will be required to execute an agreement with the Commission for the services requested within sixty (60) days of the Commission's notice of intent to award. If agreement on terms and conditions acceptable to the Commission cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the Commission, the Commission reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

Withdrawal and Submission of Modified Proposal

A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

Protest Process

Any directly affected party who is aggrieved in connection with this award may file a protest regarding the action. Such protest must be filed in writing with:

Sonoma County Community Development Commission
Attn: Executive Director
1440 Guerneville Road
Santa Rosa, CA 95403

Protests must be filed within seven (7) calendar days from the date of the notice of intent to award. Failure to timely file a protest shall constitute a waiver of any right to protest. Untimely protests will not be accepted or considered. Any protest shall:

- State in detail each and every ground asserted for the protest, citing to the law, rule, local ordinance, procedure or bid provision on which the protest is based; and
- Identify the remedy sought.

Requirements

Living Wage

The Consultant shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this professional services agreement. Without limiting the generality of the foregoing, the Consultant expressly acknowledges and agrees that this professional services agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the professional services agreement will be considered a material breach and may result in termination of the professional services agreement or pursuit of other legal or administrative remedies.

The link to the Living Wage Ordinance is: <http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>

Federal Provisions

The proposer shall comply with all federal provisions as identified in Attachment C and the Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development, Attachment D.

Women and Minority Business Enterprise and Section 3 Residents and Businesses Inclusion

The Sonoma County Community Development Commission shall take all necessary affirmative steps to assure that it uses minority and women owned business enterprises, and, as applicable, Section 3 businesses and Section 3 residents in all federally-funded contracting opportunities.

Attachments:

- Attachment A: Sample Agreement
- Attachment B: Sample Insurance Requirements
- Attachment C: Federal Provisions
- Attachment D: HUD Contract Provisions
- Attachment E: State of California Action Plan for Disaster Recovery