

**REQUEST FOR PROPOSALS  
(RFP)**

Professional Financial Feasibility Services



**City of Garden Grove  
Community and Economic Development  
Department**

**Office of Economic Development**

11222 Acacia Parkway, Garden Grove, CA 92840

**Proposals Due**

**Monday, July 12, 2021 at 4:00pm**

## **I. Introduction**

### **A. General Information**

The City of Garden Grove (City) is seeking proposals from organizations with demonstrated skills and experience providing pro forma analysis, project feasibility analyses, and other miscellaneous economic financial analyses.

The City is seeking proposals from organizations with proven experience in providing such services. Failure to achieve contracted goals and comply with contract provisions will lead to potential de-obligation and termination of funds, so that the City may reassign the funds to providers that can more effectively address the community's priority needs.

### **B. Term of Agreement**

The term of the agreement is from July 1, 2021 through June 30, 2022 with the option to extend for subsequent years based on satisfactory performance.

### **C. Instructions to Proposers**

1. Submission of Proposals:

All proposals shall be submitted to:

City of Garden Grove  
Office of Economic Development  
11222 Acacia Parkway  
Garden Grove, CA 92840  
Attn: Monica Covarrubias

2. Submission Instructions

Proposers shall submit five complete hard copies of their proposal, and one additional copy on the City's RFP Submission portal at <https://ggcity.org/neighborhood-improvement/request-proposals>

All five copies of the proposal must include a signed cover letter and be mailed/delivered to the City. This cover letter must include a declaration that the only person, persons, company, or parties interested in the proposal as principals are named herein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer has full authority to bind the Proposer. It must also include an email address and contact information for the signer.

3. Clarifications to RFP

Clarifications or substantive changes to the RFP specifications, if any, prior to the proposal submission due date will be disseminated to all interested parties.

#### 4. Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- a) Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
- b) Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- c) Represent that all information contained in the proposal is true and correct.
- d) Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- e) Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition. The City shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the City or its representatives.

The City reserves the right to accept or reject any and all proposals, to waive any irregularities in any proposal process, and to make an award of contract in any manner in which the City, acting in the sole and exclusive exercise of its discretion, deems to be in the City's best interest. The award of the contract will not necessarily be made to the firm offering the lowest price.

At the option of the City, finalists may be selected for a final round of negotiations; however, Proposers are encouraged to present their best offers with their initial submission.

#### 5. Questions regarding Proposal

All questions regarding this RFP should be directed to Monica Covarrubias, Senior Project Manager at 714-741-5788 or [monicac@ggcity.org](mailto:monicac@ggcity.org).

## **D. Attachments**

The attachments below are included with this Request for Proposals (RFP) for your review and/or submittal:

1. Sample Professional Services Agreement, including Specifications of the City's Insurance Requirements.

**E. Deadline for Submittal is Monday, July 12, 2021 at 4:00 pm. All five hard copies and the electronic copy of the proposal needs to be submitted by the deadline to be considered.**

## **II. Scope of Services**

Affordability Restrictions: Consultant will assist the City in determining maximum household incomes, rents, and sales prices at specified income thresholds under various regulatory programs that apply to existing or proposed developments under review.

Gap Financing Analysis: Consultant will assist the City in reviewing the financial feasibility of proposed developments, including: comparison of competing proposals; determination of the need for gap financing; and assessment of the overall feasibility of alternative development proposals and financing structures.

Identification of Financing Sources: The development of affordable housing typically relies on the "layering" of various public and private financing sources – including competitively allocated Federal, State, and local funding. Consultant will review potential funding sources that may be available for specific affordable housing proposals, and assess compliance with program regulations probability of funding. Where required, Consultant will prepare studies documenting the need for the proposed funding sources (amounts and terms). As such, Consultant shall have knowledge and experience analyzing housing projects utilizing various funding sources, such as HOME, LMIHAF, PLHA, etc.

Transaction Structuring/Negotiations: Consultant will assist the City in soliciting and evaluating development proposals from qualified developers and property owners. Additionally, Consultant will assist the City in negotiating the terms of land sales/ground leases and/or financial assistance, as needed.

Preparation of Summary Reports: Where required, Consultant will prepare Section 33433 Summary Reports, AB 562 Reports, or similar documentation to provide substantiation for the sale or lease of public assets for purposes of private development.

Public Hearings and Presentations: Consultant will participate as needed in public meetings when the City Council considers proposed financial assistance transactions for affordable housing developments.

### **III. Budget**

Consultant shall provide an Hourly Fee Schedule as it relates to work in the Public Sector. Final funding amounts will be determined when drafting the Professional Services Agreement.

### **IV. Information to be Submitted:**

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted.

All proposals shall address the following items in the order listed:

1. Proposal Summary

This section shall discuss the highlights, key features and distinguishing points of the proposal with a list of individuals that will be providing financial feasibility.

2. Profile of the firm

This section shall include a brief description of the Proposer's firm including size, structure, capacity and resources.

3. Qualifications

This section shall include a description of qualifications, the qualifications of those assigned to the project and experience in financial feasibility services, including experience working with the City or other public agencies. This section shall include references with contact information.

4. Work Plan

This section shall present a proposed service plan and timeline, including significant tasks and subtasks that support financial feasibility objectives and work requirements.

5. Proposal Costs

This section shall present the fee information for providing the services required. Include all potential costs or other price information contained in a possible agreement with the City.

6. Compliance and Potential Conflicts

*Audit or investigation.* Has your firm been audited or investigated by any regulatory agency within the past five (5) years? If yes, discuss the outcome of the audit or investigation and any changes that were made as a result.

*Litigation or proceedings.* Please list all lawsuits or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the Contractor or its insurers within the past five (5) years.

*Conflict of Interest.* Describe in detail any potential conflicts of interest your firm may have in regards to this engagement.

*Exceptions.* The Proposer is expected to agree with the form of the contract and its terms and conditions (Attachment 2). However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate document included with its response to this RFP. The City is under no obligation to entertain or accept any such specific exceptions. Failure to raise issues at the time of Proposal submission shall preclude the raising of such issues at a later time.

**V. Review and Selection Process**

Proposals will be evaluated to determine the extent to which the firm’s proposal meets the needs of the City. The following point values will be used for evaluation purposes:

<b><u>Criteria</u></b>	<b><u>Points</u></b>
Quality and completeness of proposal;	20
Qualifications and experience (staff, complexity of projects, etc.);	30
Budget;	30
Ability to perform the work in the time specified; and	10
Prior record of performance with other governmental agencies.	10
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

## ATTACHMENT 1

### PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **XXXXXXXXXXXXXXXXXX**, herein after referred to as "CONTRACTOR".

#### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to **provide pro forma analysis, project feasibility analyses, and other miscellaneous economic financial analyses.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

#### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall remain in effect until completion of the services to be provided by CONTRACTOR hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with CONTRACTOR's proposal which is attached as Attachment "A" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 AMOUNT. Total Compensation under this agreement shall not exceed (NTE) amount of XXXXXXXXXXXXXXXX (\$XXXX.XX), payable in arrears and in accordance with proposal in Attachment "A".
  - 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or

completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).

- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### **4. Insurance requirements.**

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
  - (a) Commercial general liability in an amount of \$2,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
  - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.



- (c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

*If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any

default or breach by CITY, or for any amount which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Conflict of Interest.** CONTRACTOR shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. (Contractor)  
XXXXXXXXXXXXXXXXXX  
Attention: XXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXX, CA 9XXXX
  - b. (Address of CITY) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **Contractor's Proposal.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of

any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
19. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONTRACTOR.
20. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
21. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

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(Agreement Signature Block on Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"  
CITY OF GARDEN GROVE**

**By:** \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

**Date:** \_\_\_\_\_

**"CONTRACTOR"  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX**

**By:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Tax ID No.** \_\_\_\_\_

**Contractor's License:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date