

REQUEST FOR PROPOSALS

PERMANENT SUPPORTIVE HOUSING PROJECTS



**City of Garden Grove
11222 Acacia Pkwy
Garden Grove, CA 92840**

**Nate Robbins
Senior Program Specialist
714-741-5206
nater@ggcity.org**

KEY RFP DATES:

Issue Date:	Tuesday	February 16, 2021	at 4:00 p.m.
Deadline to Submit Questions:	Tuesday	February 23, 2021	at 4:00 p.m.
Proposal Due Date (First Round):	Tuesday	March 2, 2021	at 4:00 p.m.
<i>Second Round Proposal Due Date (Remaining Funds)</i>	<i>Monday</i>	<i>April 5, 2021</i>	<i>at 4:00 p.m.</i>

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified owners and service providers for permanent supportive housing. **Responses to this Request for Proposals will be accepted until Tuesday, March 2, 2021 at 4:00p.m.** Proposals for available funds not awarded through the first round (if any) will be accepted until Monday April 5, 2021 until 4:00p.m. If further information is needed regarding this Request for Proposals, contact Nate Robbins, Senior Program Specialist at (714) 741-5206 or nater@ggcity.org.

MAILED, DELIVERED BY HAND, OR COURIERED proposals will be accepted at:

City of Garden Grove
Attn: Nate Robbins
11222 Acacia Pkwy
Garden Grove, CA 92840

ELECTRONIC proposals will be accepted at:

<https://ggcity.org/form/rfp-submission>

It is the responsibility of the proposer to ensure that any proposals submitted shall have sufficient time to be received by the City of Garden Grove prior to the proposal due date and time. Questions regarding the Request for Proposals shall be made in writing via e-mail to Nate Robbins, Senior Program Specialist at nater@ggcity.org.

The time the proposal is received will be the governing time for acceptance of proposals. Late proposals will NOT be considered and will be returned to proposer unopened.

DO NOT E-MAIL RFP RESPONSES.

DO NOT FAX RFP RESPONSES.



**CITY OF GARDEN GROVE
REQUEST FOR PROPOSALS FOR PERMANENT SUPPORTIVE HOUSING (RFP)**

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**CITY OF GARDEN GROVE
REQUEST FOR PROPOSALS FOR PERMANENT SUPPORTIVE HOUSING (RFP)**

I. INTRODUCTION

The City of Garden Grove (City) is issuing this Request for Proposals (RFP) for permanent supportive housing projects within the City. Proposed developments are new and existing multifamily rental units. **The maximum funding available will be twenty-four (24) Project-Based Vouchers (PBV's) from the Garden Grove Housing Authority.** Due to the COVID pandemic and as part of the CARES Act, the City received an allocation of Mainstream vouchers to serve households that include non-elderly persons(s) with disabilities. It is the intent of the City that the Mainstream vouchers will be converted to PBVs and ultimately awarded to a preferred Permanent Supportive Housing project.

Permanent Supportive Housing is defined as permanent housing with comprehensive supportive services for people who are chronically homeless with disabilities or other substantial barriers to housing stability. Through this RFP, the Garden Grove Housing Authority will be awarding up to 24 Project-Based Vouchers for Permanent Supportive Housing. Applications for this RFP must: (1) be for units located in the City of Garden Grove; and (2) propose to only serve households with individuals or families who qualify as homeless as certified by the Orange County Continuum of Care Coordinated Entry System. Qualified Proposers must be owners of new or existing multifamily rental units who will enter into an agreement for supportive services with a qualified service provider (unless the service provider is also the owner). The City will evaluate the quality and location of the prospective housing as well as the experience of the service provider and proposed services. Proposals from owners who cannot demonstrate such an agreement for supportive services will not be reviewed.

The financial data provided in this RFP is not guaranteed, and the availability of such funds is subject to change at any time. The City makes no guarantee of the availability of funding for any particular applicant or project. The submission of a proposal in response to this RFP does not commit GGHA or the City to providing any funding to a proposed project. GGHA and the City reserve the right to determine at its sole discretion how to disburse available funds, if at all.

II. SCOPE OF SERVICES

The Scope of Services will include any and all work efforts related to the Project per **EXHIBIT A - SCOPE OF SERVICES.**

Available funds can be used for new and existing multifamily rental units.

The Owner must execute an agreement with a Service Provider prior to an award of funds from the GGHA, unless the Owner is also a Service Provider. The Service Provider shall be a non-profit organization capable of providing experienced, knowledgeable and professional staff. The Owner and Service Provider shall be responsive and maintain excellent working relationships with city residents, businesses, government officials and City staff. The Owner and Service Provider shall provide adequate staffing levels at all times and adhere to established

schedules. The Owner and Service Provider shall be knowledgeable of and comply with federal, state and local laws, particularly the federal regulations for the Project Based Voucher Program as it applies to their proposal.

III. GENERAL INFORMATION

- A. The term of the PBV Housing Assistance Payments Contract (HAP) will begin after the contract is awarded by the Housing Authority.
- B. When determined appropriate, the City will provide information in its possession relevant to preparation of required information in the RFP. The City will provide only the staff assistance and documentation specifically referred to herein.
- C. The Owner and Service Provider shall be responsible for retaining data, records and documentation for the preparation of the required information. These materials shall be made available to the City upon request.
- D. This RFP does not commit the City to pay costs incurred in preparation of a response to this RFP. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the respondent. The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any informality or technical defect in a proposal.
- E. All data, documents and other products used, developed or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.
- F. The City reserves the right to reject, replace and approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any subcontractor(s). Subcontractors shall be the responsibility of the Owner or Service Provider and the City shall assume no liability of such subcontractors.

IV. COORDINATION

Coordination by the awarded Owner and Service Provider with the City, other contractors and agencies will be required to achieve satisfactory and timely delivery of the required services. Coordination may include, but not be limited to, coordination with impacted businesses, neighborhood and civic groups, local and/or state agency boards, and attendance at Commission meetings and Housing Authority Board/City Council meetings.

The City will decide the manner in which the coordination efforts will be conducted. At the City's option, coordination efforts may be performed by the Owner's direct contact, by the Owner acting through the City, by the Service Provider, or by the City only. When coordination efforts require agreements, such agreements shall be coordinated through the City.

V. OWNER RESPONSIBILITIES

The "Owner" is the owner of the property or parcel in question, and may either be a developer partnering with a non-profit organization to deliver the services, or a developer that is also a non-profit service provider. The selected Owner will assume responsibility for all aspects of the project, and for insuring that the project is operated in accordance with applicable federal and state laws and PBV federal regulations. The selected Owner will ensure that the project is operated in accordance with the City's laws and regulations.

VI. RULES FOR PROPOSALS

The signer of the RFP must declare in writing that the only person, persons, company or parties interested in the proposal as principals are named therein; 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 of the proposal has full authority to bind the proposer (Exhibit E).

VII. PRE-PROPOSAL MEETING

The City will not have a pre-proposal meeting for this RFP. Questions regarding this RFP may be sent to Nate Robbins, Senior Program Specialist, at nater@ggcity.org no later than Tuesday, February 23, 2021 at 4:00 p.m.

VIII. E-MAIL COMMUNICATIONS AND INTERPRETATIONS/CLARIFICATIONS

To facilitate the RFP process, proposers are required to monitor and respond to e-mail requests within 48 hours. No oral interpretations will be made by the City to any proposer as to the meaning of requirements identified herein including the Scope of Services. Every request for such an interpretation must be made in writing via e-mail to Nate Robbins, Senior Program Specialist, at nater@ggcity.org no later than Tuesday, February 23, 2021 at 4:00 p.m. Significant interpretations or clarifications will be made by an addendum to this RFP, which will be posted to the website.

IX. ADDENDA

If clarification or interpretation of this RFP is considered necessary by the City, a written addendum shall be issued and the information will be posted on the City's website at <https://ggcity.org/neighborhood-improvement>

It is the responsibility of each proposer to periodically check the City's website to ensure that they have received and reviewed any and all addenda to this RFP. Addenda may become part of the agreement documents.

X. SUBMITTAL REQUIREMENTS INFORMATION AND DEADLINE

Proposals are due to the City at the date, time and location set forth on the Notice Inviting Proposals. Faxed and E-mailed proposals will not be accepted.

XI. MINIMUM QUALIFICATIONS

Service providers shall have at minimum of five (5) years recent experience in the provision of supportive services similar to their proposed project and a minimum of three (3) completed permanent supportive housing projects.

XII. SUBMITTAL REQUIREMENTS

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/form/rfp-submission>

All five copies of the proposal must include a **signed cover letter**. 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.

All project proposals must contain the following minimum submission requirements:

1. **Project Description:** Detailed and concise narrative describing the proposed project, including at a minimum and as appropriate, information about the site or a property description (with photographs) of the building, building square footage, number of units/bedrooms, proposed rents and tenant incomes, the number of current tenants (if applicable), the supportive services to be provided to the tenants, and a budget including funding sources.
2. **Statement of Qualifications:** Owner and Service Provider Team, Service Provider experience, and References. See above section for further on each component. The SOQ must include the following components:
 - a. Owner and Service Provider Team. An organizational chart showing lines of responsibility, as well as a list of team members and their duties as part of the team. The SOQ must include documentation that the service provider is certified by the U.S. Internal Revenue Service as a 501(c)3 tax exempt non-profit corporation, and is in good standing with both state and federal requirements.
 - b. Service Provider Experience. A narrative describing recent experience, with an emphasis on experience gained in the last five years on permanent supportive housing projects similar to the one being proposed.
 - i. Include a minimum of three (3) project summaries outlining: project name and type (homeless, special needs, senior, large family, etc.), project address, unit count and bedroom type, affordability requirements, and a summary of funding sources leveraged in the project description.
 - ii. Include detailed experience with implementation of Mainstream (or similar) Vouchers.
 - iii. Include a description of current involvement with the Orange County Continuum of Care (CoC) and the Orange County Coordinated Entry system. (Projects located outside of Orange County may be considered and further details that jurisdiction's CoC.)
 - c. References. Include a list of at least three references from public agency or nonprofit partners with full names, contact information, and identification of the project(s) worked on.

SOQs must be limited to a maximum of 15 pages, excluding front and back covers, section dividers, and exhibits.

3. **Project Management Plan:** A detailed description of how the Owner plans to manage the proposed project, including:
 - a. An outline of the project's objectives and goals, and a list of actions to achieve the goals and objectives
 - b. Descriptions of the roles and time commitments of personnel and participants involved in the project, as well as how these roles might change throughout the project
 - c. Marketing and Tenant Selection procedures
 - d. Procedures to acquire, rehabilitate, maintain the property
 - e. A timeline for the various stages of the project
 - f. A process to handle possible project modifications
 - g. Consideration of the project's broader impacts
4. **Exhibit B** – Additional Insured Endorsement for Commercial General Liability Policy. Not required until after Owner selection.
5. **Exhibit C** – Proposer's Statement
6. **Exhibit D** – Certification of Nondiscrimination

7. **Exhibit E – Non-Collusion Affidavit**

The proposal must be completely responsive to the RFP. Incomplete proposals will be deemed as nonresponsive and will be rejected. The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise. The City’s determination will be final and there will be no administrative appeal of the determination.

XIII. OWNER SELECTION – SCORING AND EVALUATION

Immediately following the submission deadline, the City will create a review panel composed of GGHA and/or City staff from relevant City departments. Each member of this panel will evaluate, score and rank each proposal using the evaluation criteria listed below:

Scoring	Evaluation Criteria
30	Project Description
25	Statement of Qualifications
25	Project Management Plan
10	References
10	Overall Responsiveness to this Request for Proposals (RFP)
100	Total Points

Once the panel has completed its review of the submitted material, it may invite the top rated proposers to an interview with the panel.

The review panel will use the following criteria, but will not be limited to these criteria in their evaluation:

- Experience as an owner in the tenant-based voucher program and owner compliance with the owner’s obligations under the tenant-based program;
- Extent to which the project furthers GGHA’s goal of de-concentrating poverty and expanding housing and economic opportunities;
- If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and
- Extent to which units are occupied by households that are eligible to participate in the PBV program.

XIV. PUBLIC RECORDS

Proposals will become public record after award of agreement. Interested offerors may submit a written request, with a self-addressed stamped envelope to receive results of the evaluation. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act. Submit your request to: City of Garden Grove, Attn: Nate Robbins, 11222 Acacia Pkwy, Garden Grove, CA 92840.

CITY OF GARDEN GROVE
REQUEST FOR PROPOSALS FOR PERMANENT SUPPORTIVE HOUSING

EXHIBIT A – SCOPE OF SERVICES

I. INTRODUCTION

The City is soliciting proposals for permanent supportive housing from owners with at least one service provider who are experienced, very knowledgeable of HUD programs and its requirements, and financially capable of managing and maintaining high quality housing for persons experiencing homelessness. The City will entertain proposals for New and Existing Multifamily Rental Units. Due to the COVID pandemic and as part of the CARES Act, the City received an allocation of Mainstream vouchers to serve households that include non-elderly persons(s) with disabilities. It is the intent of the City that the Mainstream vouchers will be converted to PBVs and ultimately awarded to a preferred Permanent Supportive Housing project.

Permanent Supportive Housing is defined as permanent housing with comprehensive supportive services for people who are chronically homeless with disabilities or other substantial barriers to housing stability. Through this RFP, the Garden Grove Housing Authority (GGHA) will be awarding up to 24 Project-Based Vouchers for Permanent Supportive Housing. Applications for this RFP must: (1) be for units located in the City of Garden Grove; and (2) propose to only serve households with individuals or families who qualify as homeless as certified by the Orange County Continuum of Care Coordinated Entry System. Qualified Proposers must be owners of new or existing multifamily rental units who will enter into an agreement for supportive services with a qualified service provider (unless the service provider is also the owner). The City will evaluate the quality and location of the prospective housing as well as the experience of the service provider and proposed services. Proposals from owners who cannot demonstrate such an agreement for supportive services will not be reviewed.

The maximum funding available will be 24 Project Based Vouchers from the Garden Grove Housing Authority for new and existing multifamily rental units.

The financial data provided in this RFP is not guaranteed, and the availability of such funds is subject to change at any time. The GGHA makes no guarantee of the availability of funding for any particular applicant or project. The submission of a proposal in response to this RFP does not commit the Housing Authority or City to providing any funding to a proposed project. The Housing Authority and City reserves the right to determine at its sole discretion how to disburse available funds, if at all.

II. PROJECT BASED VOUCHERS

The City is soliciting applications from owners of new and existing rental housing within the jurisdictional boundaries of the City of Garden Grove and who wish to secure Project Based Vouchers (PBVs) for their project. Applications must be submitted by a partnership between an owner and service provider that collectively have the knowledge, resources and experience necessary to operate rental housing in accordance with the requirements of a Housing Assistance Payments (HAP) Contract (unless the owner is the service provider).

Incomplete applications and applications submitted after the submission deadline will not be eligible for consideration. Depending upon the quality of proposals, GGHA may choose to enter into a PBV HAP Contract with one or more of the respondents, or with none of the respondents.

The proposed Agreement will commit GGHA to awarding project based vouchers to the selected project(s). The total number of vouchers available for commitment is 24. Continued availability of the vouchers will depend upon the owner's continued compliance with the requirements of the HAP Contract, and the continued availability to GGHA of sufficient numbers of vouchers to meet all such contractual obligations.

Background and Objectives

Public Housing Authorities (PHAs) can use up to 20 percent of their housing choice vouchers for PBVs. While PBVs reduce tenant mobility, they insure the availability of rental units at participating projects through the term of the contract, and so help a PHA to meet its basic objective of assisting its clients to obtain decent, safe and affordable rental housing. As a result, the GGHA's Administrative Plan provides for the operation of a PBV Program utilizing up to 20 percent of its budget authority for that purpose. The Administrative Plan is available on the City's website at:

<https://ggcity.org/index.php/housing-authority>

Owners submitting responses to this RFP should be fully conversant with Chapter 22 of the Administrative Plan which details GGHA's PBV Program. In the event of any discrepancy between the Plan and the contents of this RFP, the Plan will prevail.

Solicitation and Selection of PBV Proposals

The Administrative Plan requires that GGHA must outline the standards used to develop project-based housing. GGHA has determined that new and existing rental housing is most appropriate, and is soliciting proposals for such projects. The Plan provides for two methods by which GGHA may solicit and select owners proposing to provide affordable rental housing to receive a PBV contract:

1. GGHA request for PBV Applications. The City may solicit applications by using a request for proposals process to select applications on a competitive basis. The City may not limit applications to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.
2. GGHA may select applications that were previously selected based on a different competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program.

This RFP is issued in accordance with the first of these two methods. Applications may be submitted for qualified projects within the City of Garden Grove. All complete proposals received by the submission deadline will be rated and ranked by a review panel composed of GGHA and City of Garden Grove staff members.

The review panel will use the following criteria but will not be limited to these criteria in their evaluation:

- Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program;
- Extent to which the project furthers GGHA's goal of de-concentrating poverty and expanding housing and economic opportunities;
- If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and
- Extent to which units are occupied by families that are eligible to participate in the PBV program.

Supportive Services

One of the most important elements of permanent supportive housing is ongoing supportive services that are wrapped around homeless individuals and families placed in housing. Under this RFP, the scope of services is required for service providers in the course of operating the Project-Based Voucher Program ("Program") will include, but not be limited to:

1. Performing outreach and intake of targeted individuals (i.e. homeless and chronically homeless) for participation in the Program;
2. Making and accepting referrals of homeless individuals from the Orange County Continuum of Care Coordinated Entry System;

3. Assessing homeless individuals and families to prescribe treatment/services;
4. Placing homeless individuals and families into project-based housing units;
5. Performing case management services for homeless individuals and families that will remove barriers to successful achievement of independent living skills, attainment of employment skills, and greater self-determination;
6. Tracking and reporting program activities and outcomes using the Homeless Management Information System (HMIS) operated by the Orange County Continuum of Care. Data entry into HMIS is required in order to perform tracking and reporting program activities and outcomes.

Supportive Services means services provided to tenants for the purpose of addressing the tenants' condition of homelessness and enhancing the tenants' ability to maintain independent living. Supportive services must address the special needs of the tenants to be served. These services may include: (a) medical or mental health care; (b) medical and psychological case management; (c) benefits advocacy and income support assistance such as TANF, General Assistance, CalFresh, Social Security Disability Income, tenant assistance or representation to address landlord/tenant issues; (d) money management/payee services; (e) nutritional counseling; and (f) assistance in obtaining other resources and support for tenants such as clothing, furniture and household items, transportation, job training and job placement. These services may be provided directly or by arrangement with other service providers.

Housing First

Housing First is an approach that offers permanent, affordable housing as quickly as possible for individuals and families experiencing homelessness, and then provides the supportive services and connections to the community-based supports people need to keep their housing and avoid returning to homelessness. Housing provides a foundation from which a person or family can access the services and supports they need to achieve stability, begin the recovery process, and pursue personal goals. Housing First programs share critical elements:

- There is a focus on helping individuals and families access and sustain rental housing as quickly as possible and the housing is not time-limited;
- A variety of services are delivered primarily following a housing placement to promote housing stability and individual well-being;
- Such services are time-limited or long-term depending upon individual need; and
- Housing is not contingent on compliance with services – instead, participants must comply with a standard lease agreement and are provided with the services and supports that are necessary to help them do so successfully.

A Housing First approach rests on the belief that helping people access and sustain permanent, affordable housing should be the central goal of our work with people experiencing homelessness. By providing housing assistance, case management and supportive services responsive to individual or family needs (time-limited or long-term) after an individual or family is housed, communities can significantly reduce the time people experience homelessness and prevent further episodes of homelessness. A central tenet of the Housing First approach is that social services to enhance individual and family well-being can be more effective when people are in their own home.

The Housing First approach is strongly recommended for accepting referrals from the Orange County Continuum of Care Coordinated Entry System.

In-Place Families

The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date. If a proposal is submitted that includes in-place families, the proposal will still be eligible with the understanding that when the unit becomes vacant households with individuals or families who qualify as homeless as certified by the Orange County Continuum of Care Coordinated Entry System will be moved into the unit.

In order to minimize displacement of in-place families, if a unit to be placed under contract that is either an existing unit or one requiring rehabilitation is occupied by an eligible family on the proposal selection date, the in-place family must be placed on GGHA’s waiting list (if the family is not already on the list) and, once its continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized PBV unit in the project.

III. OWNER REQUIREMENTS AND RESPONSIBILITIES

i. INSURANCE

Prior to undertaking performance of work under this Agreement, the Owner shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

1. Commercial General Liability Insurance. Owner shall maintain commercial general liability insurance which shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting there from and damage to property, resulting from any act or occurrence arising out of Owner’s operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting there from, and property damage, in the total amount of \$2,000,000 per occurrence, \$2,000,000 in the aggregate.
2. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
3. Worker’s Compensation Insurance. In accordance with the provisions of Section 3300 of the Labor Code, Owner is required to be insured against liability for worker’s compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Owner agrees to obtain and maintain any employer’s liability insurance with limits not less than \$1,000,000 per accident.

The following requirements apply to the insurance to be provided by Owner pursuant to this section:

- a. Commercial general liability and business automobile insurance policies shall (a) name the Housing Authority, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insured’s provisions. A sample additional insured endorsement is attached hereto as Exhibit B. Owner shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
- b. Certificates of insurance shall be furnished to the City upon execution of this Contract and shall be approved in form by the City’s General Counsel.
- c. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or

changed in any other material aspect without thirty (30) days prior written notice to the City.

4. If Owner fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Contract. Such termination shall not affect Owner's right to be paid for its time and materials expended prior to notification of termination. Owner waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

ii. HOLD HARMLESS/ INDEMNIFICATION

To the fullest extent permitted by law, the Owner shall indemnify, defend and hold harmless the City, its officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Contract (including, without limitation, defects in workmanship and/or materials) or Owner's presence or activities conducted performing the work (including the negligent and/or willful acts, errors and/or omissions of Owner, its principals, officers, agents, employees, vendors, suppliers, contractors, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable for any or all of them). Notwithstanding the foregoing, nothing herein shall be construed to require Owner to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of the Agreement. This indemnity shall apply to all claims and 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 the Owner.

iii. NOTICE

Any notice, tender, demand, delivery or other communication pursuant to this Contract shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by facsimile or other telegraphic communication to the following persons:

To City: City of Garden Grove
 Office of Economic Development
 Community and Economic Development Department
 11222 Acacia Pkwy
 Garden Grove, CA 92840

With a courtesy copy to:
 Garden Grove Housing Authority
 12966 Euclid St, Suite 150
 Garden Grove 92840

IV. EMPLOYMENT OPPORTUNITIES FOR GARDEN GROVE RESIDENTS

Owner shall solicit and advertise employment opportunities to Garden Grove residents. The City shall inform the Owner of areas to publicize recruitment opportunities, such as work centers and community centers. Such effort and procedure will be provided to the City for review.

v. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

1. Owner shall perform all requirements under this contract in strict observance of and in compliance with all applicable environmental, traffic, safety and any other laws, regulations, ordinances, codes and any other legislative or statutory requirements.
2. Owner warrants that the performance of services under this contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of this contract.

vi. ASSIGNMENT

Inasmuch as the Agreement is intended to secure the specialized services of Owner, Owner may not assign, transfer, delegate or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer; delegation or subcontract without the City's prior written consent shall be considered null and void.

vii. JURISDICTION – VENUE

This Contract has been executed and delivered in the State of California and the validity, interpretation, performance and enforcement of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

viii. FINES

The Owner shall be liable for all violation fines levied against the Housing Authority by State or Federal Agencies and the Courts such as, but not limited to, oil or fluid leaks.

CITY OF GARDEN GROVE
REQUEST FOR PROPOSALS FOR PERMANENT SUPPORTIVE HOUSING

**EXHIBIT B – ADDITIONAL INSURED ENDORSEMENT FOR COMMERCIAL
GENERAL LIABILITY AND BUSINESS AUTOMOBILE POLICIES**

Insurance Company _____

This endorsement modifies such insurance as is afforded by the provisions of Policy # _____ relating to the following:

1. The City of Garden Grove, 11222 Acacia Pkwy, California 92840; its officers, employees, agents, volunteers and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.
2. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
3. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Garden Grove, Attn: Risk Management, 11222 Acacia Pkwy, Garden Grove, California 92840.

(Completion of the following, including countersignature, is required to make this endorsement effective.)

Effective _____, this endorsement form as part of
Policy # _____
Issued to _____
Name Insured

Countersigned by: _____
Authorized Representative

CITY OF GARDEN GROVE
REQUEST FOR PROPOSALS FOR PERMANENT SUPPORTIVE HOUSING

EXHIBIT C
TO BE INCLUDED IN PROPOSAL

PROPOSAL & CONTRACT AGREEMENT

PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Garden Grove (hereinafter "City")) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City, endorsed by the Clerk of the Council with his/her signature and official seal noting here on the action of approval of the Council, signed by the City Manager or his/her duly authorized agent, and signed by the City Attorney, denoting his/her approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish the City all required bonds and certificates of liability insurance within ten (10) days (excluding Saturdays, Sundays and the City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by the City because of the failure to enter into an Agreement and/or furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by the City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the Specifications, the Certification of Non-Discrimination by Owners, and the Workers' Compensation Insurance Certificate are to be incorporated by reference into this Agreement and are made specifically as part of this RFP.

FIRM

SIGNED AND PRINTED NAME

TITLE

DATE

CITY OF GARDEN GROVE
REQUEST FOR PROPOSALS FOR PERMANENT SUPPORTIVE HOUSING

EXHIBIT D

PROPOSAL AND CONTRACT AGREEMENT

CERTIFICATION OF NONDISCRIMINATION BY OWNER

The undersigned Owner or corporate officer, during the performance of this contract, certifies as follows:

1. The Owner shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or any other protected class. The Owner shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin or any other protected class. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Owner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Owner shall, in all solicitations or advertisements for employees placed by or on behalf of the Owner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or any other protected class.
3. The Owner shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Owner's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Owner shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Owner shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Owner's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Owner may be declared ineligible for further Government contracts or federally assisted construction/services contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Owner shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Owner

becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the

8. Owner may request that the United States enter into such litigation to protect the interests of the United States.

9. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1039, and as amended,

No discrimination shall be made in the employment of persons because of race, religious creed, color national origin, ancestry, physical handicaps, mental condition, marital status, sex of such persons, or any other protected class, except as provided in Section 1420, and any Owner violating this Section is subject to all the penalties imposed for a violation of the Chapter.

FIRM

SIGNED AND PRINTED NAME

TITLE

DATE

CITY OF GARDEN GROVE
REQUEST FOR PROPOSALS FOR PERMANENT SUPPORTIVE HOUSING

**EXHIBIT E – NON-COLLUSION AFFIDAVIT
TO BE INCLUDED IN PROPOSAL**

PROPOSAL AND CONTRACT AGREEMENT

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF GARDEN GROVE,

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the PROPOSER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any PROPOSER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the PROPOSER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the PROPOSER or any PROPOSER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other PROPOSER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the PROPOSER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. PROPOSERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

State of California
County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by
_____, proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

Notary Public Signature

Notary Public Seal