



# City of Oroville

Amy Bergstrand  
Director

## BUSINESS ASSISTANCE/HOUSING DEVELOPMENT

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## REQUEST FOR QUOTE

### **Consulting Services for Housing Element and SB341 Annual Reporting and Housing Advisory Services Fiscal year 2023-24 through 2025-26**

This Request for Quote (RFQ) is for the purpose of establishing on behalf of the City of Oroville, herein after referred to as "City", a contract, should the City Council so authorize, with a qualified professional to provide for professional consulting services to prepare the Annual Housing Element and SB341 performance reports and assist the City with Housing Advisory Services through fiscal year 2025-26.

The City of Oroville is required to submit annually the Housing Element Annual Report and a fiscal year Housing Successor Agency Annual Report to the California Department of Housing and Community Development (HCD) by April 1. These reports document the status of the City's Housing Element and compliance with the Housing Successor Agency requirements enacted by Senate Bill (SB) SB341 and related legislation. Both reports are required to be provided to the City Council, with an opportunity for public comment on the APR. The Housing Successor Agency Report must also be posted on the city website.

#### **Scope of Services:**

Proposed Annual Reporting Services to be provided should include but may not be limited to:

- Prepare and submit the Housing Element annual report due by April 1<sup>st</sup> each year.
  - Request and Compile Data.
  - Analyze Data Collected.
  - Identify and Communicate Potential Issues with Data Collected
  - Communicate with City Staff regarding data collected.
  - Make Recommendations to Staff.
  - Update data in required spreadsheets (Table A, Table A2, Table B, Table C, Table D, Table E, Table F, Table F2, Table G, Table H, Table I, Table J, Summary and LEAP Table and Appendix B)
  - Present Data to City Council, if needed

- Submit Report to the Department of Housing and Community Development (HCD) and the Governor’s Office of Planning & Research (OPR)
- Coordinate with City staff to post on website.
- Prepare and submit the Housing Successor Agency Annual Report (SB341) by the end of December for the preceding fiscal year.
  - This Annual Report is limited to the City’s activities as it relates to its role as a housing successor. This may include, but is not limited to, financial activities, property disposition, loan administration, monitoring of covenants, and affordable housing development. This Annual Report describes compliance with various annual, five-year, and ten-year housing expenditure and production requirements. FY 2021-22 is the third year of the current five-year compliance period for income proportionality, which began July 1, 2019, and ends June 30, 2024.
  - Review the City’s Comprehensive Annual Report.
  - Review City’s trial balance, expenditure, and revenue reports for the Low-and Moderate-Income Housing Asset Fund. (Identify expenditures based on amounts for monitoring and/or preserving affordable housing, administrative costs, homelessness prevention, development of affordable housing for extremely low to low-income households and other programs (i.e., Lease to Purchase and Foreclosure prevention).
  - Prepare the Successor Agency Housing Asset Transfer (“Hat”) form that provides an inventory of all Housing assets transferred from the Agency to the Housing Successor Agency. This includes:
    - Real properties
    - Personal property
    - Low-and Moderate-income Housing Fund (“LMHF”) encumbrances
    - Loans/grants receivables, and
    - Deferrals
  - Present Data to City Council, if needed
  - Submit Report to the Department of Housing and Community Development (HCD) and the Governor’s Office of Planning & Research (OPR)
  - Coordinate with City staff to post on website

Under the direction of staff, the Proposed Housing Advisory Services should include but may not be limited to:

- Assist staff with inquiries from potential affordable housing developers or operators.
- Create strategies for specific projects or programs to be considered by the City Council.
- Pro forma financial feasibility analysis when proposals entail the use of City affordable housing property assets or capital.
- Negotiate terms and conditions of affordable housing agreements.
- Assist development partners find additional sources of capital for City-approved projects.
- Provide strategic guidance on how the City may best meet legal requirements when using real property or capital for such housing.
- Develop disposition or reuse strategies for affordable housing properties held by the City.
- Other tasks, as requested.

## **General Requirements:**

The City is requesting quotes from consultants with experience preparing both the Housing Element and Housing Successor Agency Annual Reports as well as providing Housing Advisory Services to the City of Oroville.

Applicants must fully demonstrate the ability to provide professional services necessary to Health and Safety Codes 34176.1(f) and Government Code Section 65400.

Proposals are due via email on **June 21, 2023, by 3:00 PM** The following materials should be included in your proposal:

- A cover letter that shall include a not to exceed fee for professional services as discussed in this RFP. A schedule of fees and hourly rates for the project personnel and any expenses to be reimbursed shall be included with the percentage of project costs.
- Separate the fees for Reporting and Advisory Services.
- Description of services offered.
- Include a list of at least three other jurisdictions where you have prepared the Housing Element and Housing Successor Agency Annual Reports.
- Provide the names of at least three other jurisdictions where you have provided Advisory Services.
- Applicants must submit copies of their proposal to the City by e-mail to [abergstrand@cityoforoville.org](mailto:abergstrand@cityoforoville.org) and [klorson@cityoforoville.org](mailto:klorson@cityoforoville.org)

## **City Reservation of Rights:**

The City reserves the right, at its sole discretion, to use without limitation, concepts, and data submitted in response to this RFQ, or derived by further investigation thereof. The City further reserves the right at any time and for any reason to cancel this solicitation, to reject any or all quotes, to supplement, add to, delete from, or otherwise alter this RFQ if the conditions so dictate. The City may seek clarification from a potential consultant at any time and failure to respond promptly may be cause for rejection. The City also reserves the right to interview only those firms that the City finds, in its determination, the most advantageous services and to negotiate with one or more vendors to establish contract terms acceptable to the City.

## **Confidentiality:**

The City Administrator, Director of Business Assistance and Housing Development, City Attorney, and Finance Director may examine each statement of proposal and other documents submitted to determine validity of any written requests for nondisclosure of proprietary or confidential information. After awarding the contract, all responses, documents and materials submitted by the consultant pertaining to this RFQ will be considered public information unless otherwise determined by the City. All data, documents and other information developed as a result of these contractual services shall become the property of the City. Based on the public nature of the RFQ, a vendor (consultant) must inform the City, in writing, of the exact materials in the submittal that it believes are proprietary or confidential and should not be made part of the public record in accordance with the State of California Public Records Act. The vendor will be

financially responsible for all expenses of the City or vender in defending the denial of access to such material pursuant to a State of California Public Records Act request.

**Terms and Conditions:**

This RFQ is issued pursuant to applicable provisions of the City's Procurement Policies and Procedures. The City will not be liable in any manner for costs incurred by respondents in replying to this RFQ. Any modification to or clarifications of this RFQ will be distributed by the City to each consultant requiring to be so informed and who also provides an email address for such purposes.

## **INSURANCE REQUIREMENTS FOR CONSULTANTS**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employee's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

### ***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### ***Other Insurance Provisions***

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1.The Entity, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

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

3.Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Entity.

4.Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the Entity or on other than the Entity's forms provided those endorsements conform to Entity requirements. All certificates and endorsements are to be received and approved by the Entity before work commences. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.