

COUNTY OF YUBA  
REQUEST FOR PROPOSAL

*Real Estate Acquisition Services  
For  
Neighborhood Stabilization Program*



PROPOSAL DUE DATE:

*Thursday, September 9, 2010*

The County of Yuba wishes to retain professional real estate services for the purpose of acquiring additional foreclosed homes to be rehabilitated through Yuba County's Neighborhood Stabilization Program (NSP). The initial phase of the County's NSP has already been underway and over the past nine months the County through a professional services agreement with Mercy Housing has acquired and rehabilitated eleven homes and is in the process of selling the rehabilitated homes. As this initial round of homes is sold, the sale price comes back to the County in the form of NSP Program Income. The County is required to continue investing the Program Income for the same purpose as the original NSP (purchase and rehabilitate foreclosed homes in eligible census tracts and resell to individuals as their primary residence with income below 120% of the median). The County plans to invest approximately \$1 million in Program Income over the next year (approximately 8-10 homes). The professional services agreement with Mercy Housing was for the initial NSP funding, for the acquisition, rehabilitation and resale of homes with Program Income, the County plans to administer the program ourselves, which creates the need to retain the services of a real estate agent or broker.

## **I. SCOPE OF WORK**

Services to be provided to the County include:

- Identify foreclosed homes meeting the eligibility criteria of the NSP (vacant for at least 90 days and within the eligible census tracts in Linda, Marysville, Olivehurst and Plumas Lake) and present them to County staff for review as soon as they become eligible.
- Conduct assessment of the property and position of the bank holding the property to determine an initial offer on the properties County staff identifies as wanting to pursue.
- Be the sole representative for the County as the buyer's agent on acquisition of homes with NSP Program Income funds.
- Aggressively work to gain acceptance of offers submitted to banks in order to close in a timely fashion.

## **II. STATEMENT OF QUALIFICATIONS**

All submissions shall include the following information at a minimum:

- A company profile outlining its history, experience, size, and affiliations. Please emphasize relevance to County's NSP to purchase, rehabilitate, and resell homes to individuals with incomes less than 120% of median.
- References from a minimum of three recent customers/clients, preferably with similar needs as the County in scope and size, including their contact information.
- The names and qualifications of key personnel to be assigned to this project.
- Description of how your company plans to locate eligible homes to present to the County. Please include any special affiliations, associations, software or other tools available beyond the MLS.

- Description of how your company plans to present properties for consideration and interact with County staff through the process.
- Proof of a valid State of California Real Estate Agent or Broker License.
- Description of fees for services to be provided.

### III. ADDITIONAL REQUIREMENTS

- Selection will be made by a County Evaluation Team. The Evaluation Team may deem it necessary to schedule presentations and/or interview applicants and key personnel. The County retains the right to interview applicants as part of the selection process. Members of the Evaluation Team are not to be contacted by the proposers.
- Company should be able to provide proof of continuous General Liability, Auto and Workers Compensation Insurance coverage for the last five years.
- Company shall furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured party in amounts requested by County and maintain such insurance during term of contract.

### IV. EVALUATION CRITERIA

The County reserves the right to cancel this Request for Proposal for any reason without any liability or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, or offer of purchase. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all proposals at its sole discretion.

The contract, if awarded, will be awarded to the Company whose proposal is considered the best value to the County. Best value will be determined based on price, responsiveness, ability to locate properties suiting the needs of the NSP, and responsibility:

- The lowest price is determined by the total cost to the County.
- Responsiveness means a Company who has submitted a proposal that conforms to the solicitation documents in all material aspects.
- A responsible Company shall mean a Company or Sole Proprietor who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.

Thus the result will not be determined based solely on price. Although price is a factor, the County will consider awarding the contract to the individual/firm that meets the best interest of the County as interpreted by the County.

## V. PROPOSAL SUBMITTALS

Please include the following with your proposal in this order:

- RFP Form
- Statement of Qualifications
- References
- Rates
- Key Employee Information

## VI. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

- **Contract Term.** The term of the agreement resulting from this solicitation will be annual, with two one year extensions at the County's option. The contract is expected to start in October 2010.
- **Project Schedule.** Upon receipt of proposals, and suitable review, County expects to select an Agent or Broker within two weeks. Once selected, Company and County will complete contract and agree upon start date.
- **Contract Form.** The final contract will incorporate the appropriate terms and conditions from this solicitation.
- **References.** To receive consideration, proposals must clearly and specifically address how the requirements for each item will be met. Proposal must include a minimum of three references including contact information.
- **Submittal Instructions:** Before submitting a proposal, Contractors shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. FIVE proposals must be submitted in a sealed envelope, clearly marked ***"County Real Estate Acquisition for NSP RFP"*** to:

Yuba County Community Development and Services Agency  
Attn: Sandy Williams  
915 Eighth Street, Suite 123  
Marysville, California 95901

No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.

- **Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than **Thursday, September 9, 2010 at 5:00pm**. A proposal may be withdrawn by written request received from the County prior to the time set for the closing date.
- **Proposal Validity.** Proposals must be valid for a period of not less than ninety days after the solicitation closing date.

### Questions?

Please send via email (preferred) or by phone to Sandy Williams ([slwilliams@co.yuba.ca.us](mailto:slwilliams@co.yuba.ca.us) or 749-5430) by 2:00pm PST on Tuesday, September 7, 2010.

Neighborhood Stabilization Program website:

<http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/>

<http://www.hcd.ca.gov/fa/nsp/>

**COUNTY OF YUBA  
REQUEST FOR PROPOSAL FORM**

(This form should be included with your Proposal)

The undersigned has carefully checked all figures in his/her proposal and understands the County of Yuba will not be responsible for any errors or omissions in preparing this proposal. The proposal shall remain valid for any and all services provided for a period of sixty days.

**REAL ESTATE ACQUISITION SERVICES FOR NSP**

RFP NAME: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS OF FIRM: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

FEDERAL ID NUMBER: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## ATTACHMENT

### Insurance Requirements for Contractors/Consultants

**1. MINIMUM SCOPE OF INSURANCE.** CONTRACTOR 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 CONTRACTOR, his agents, representatives, employees, or subcontractors. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

**1.1. Coverage shall be at least as broad as:**

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01)
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance is required, with a coverage form subject to COUNTY approval.

**1.2. Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than:

- |  |  |  |
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| 1. General Liability: (including operations products and completed operations, as applicable.) | <b>\$1,000,000</b>                     | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the 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:   | <b>\$1,000,000</b>                     | Per accident for bodily injury and property damage.  |
| 3. Workers' Compensation:  | As required by the State of California |  |
| 4. Employer's Liability:   | <b>\$1,000,000</b>                     | Each accident, <b>\$1,000,000</b> policy limit bodily by disease, <b>\$1,000,000</b> each employee bodily injury by disease.   |
| 5. Errors & Omissions Liability:   | <b>\$1,000,000</b>                     | Per occurrence.  |

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

**1.4. Other Insurance Provisions.** The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The COUNTY, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased or borrowed by the CONTRACTOR.



- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONTRACTORs insurance and shall not contribute with it.
- c. 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) day's prior written notice has been provided to the COUNTY.

**2. Waiver of Subrogation.** CONTRACTOR hereby agrees to waive subrogation which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

**3. 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 COUNTY. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

**4. Verification of Coverage.** CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the COUNTY or on other than the COUNTY's forms provided those endorsements conform to COUNTY requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY 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.

**5. Sub-Contractors.** CONTRACTOR shall require and verify that all sub-contactors maintain insurance meeting all the requirements stated herein.