



CITY OF WESTLAKE VILLAGE

Request for Proposals

Community Development Block Grant
Program Administration
Consultant Services

Date Issued: June 2, 2021

Proposals Due: Friday, June 25, 2021 at 5:00 PM

Contact: Michael Forbes, Planning Director
michael@wlv.org

INTRODUCTION

The City of Westlake Village (City) invites qualified consultants to submit proposals to administer the City's Community Development Block Grant (CDBG) program including related housing and business grant programs.

BACKGROUND

Originally envisioned and built as a master planned community, Westlake Village is located at the westernmost end of Los Angeles County at the border with Ventura County. The City is bordered by the Cities of Agoura Hills and Thousand Oaks, and unincorporated areas of Los Angeles and Ventura Counties. Westlake Village is a general law municipality and contract city, with most city services provided under contract with public and private agencies. With an area of about 5.5 square miles and a population of about 8,400 residents, Westlake Village is among the smallest cities in Los Angeles County. It is a predominantly residential community, with about 3,400 housing units.

The City's CDBG funds are administered by the Los Angeles County Development Authority (LACDA). The City's average annual allocation over the past five years has been about \$26,000. The anticipated allocation for Fiscal Year 2021-22 is about \$31,000. CDBG funds are currently used to fund the Home Rehabilitation Program, which provides grants up to \$5,000 for home improvements for qualifying households. CDBG-CV funds are approved for use for business grant and rent relief programs; program requirements are currently being developed.

SCOPE OF SERVICES

The selected consultant will be responsible for the day-to-day administration of the City's CDBG programs, including the Home Rehabilitation Program and business grant program, and any future programs that may be developed during the term of the contract. Tasks will include but are not limited to:

Program Administration

- Ensure that the City's programs comply with funding source requirements and other requirements as applicable, such as truth-in-lending and fair housing
- Prepare funding requests
- Prepare, submit, and maintain accurate documentation and reports as required by the funding source
- Manage program workflow to ensure timely expenditure of funds and meet the City's annual program goals
- Provide monthly updates and statistics to the Planning Director regarding status of home rehabilitation and business grants and funds expended
- Assist with preparation of City Council staff reports related to the CDBG program
- Be familiar with and utilize LACDA's online system for program reporting and approvals
- Obtain necessary environmental clearances from LACDA

Home Rehabilitation and Business Grant Programs

- Prepare detailed descriptions of use of funds, including work to be performed when applicable
- Review income and financial documentation to qualify and approve applicants
- Prepare construction contracts and agreements
- Prepare and execute deeds of trust

- Review and approve consultant invoices

The selected consultant may be responsible for administering programs for other funding sources including but not limited to Permanent Local Housing Allocation (PLHA) funds.

TERM OF CONTRACT

The term of contract will be from July 1, 2021 through June 30, 2022. The contract will include an option to extend the contract annually for up to four additional years based on the consultant's performance and funding availability.

QUALIFICATIONS

The selected consultant must have demonstrated relevant experience in providing CDBG consultant services and proficiency with single-family residential rehabilitation programs. The consultant must also demonstrate that they have experience administering CDBG programs under the LACDA and navigating the LACDA online system. Assigned staff must have relevant experience in providing the requested services, and must have experience working with LACDA and with LACDA's online system. The consultant must be eligible to enter into a federally-funded contract through verification of the Excluded Parties List System accessible through www.sam.gov.

SUBMITTAL REQUIREMENTS

Proposals must be submitted digitally as a **single pdf file via email** to Michael Forbes, Planning Director, at michael@wlv.org. **Proposals are due no later than 5:00 PM on Friday, June 25, 2021.** Proposals received after this deadline will not be considered. Proposals cannot be modified after the deadline.

Questions regarding this RFP and the requested scope of work must be submitted in writing to Michael Forbes, Planning Director, via email to michael@wlv.org. Responses will be provided in writing as an addendum to this RFP. Responses will not be provided to verbal inquiries.

Proposals must include the following:

Cover Letter. Provide an overview of the proposal and the name and contact information for the project manager or primary contact.

Relevant Experience. Provide a description of the qualifications of the assigned staff and subconsultants, pertinent LACDA online system experience, relevant single-family rehabilitation program experience, and the availability of the staff for the services to be provided. Include a list of related projects with at least three references.

Approach and Schedule. Provide your approach to the requested scope of services including schedule where applicable. Describe your approach and schedule to processing a home rehabilitation grant application.

Costs. Provide the proposed fees including estimated hours per task, hourly rates for assigned staff, and any direct expenses to be charged.

Acceptance of Conditions and Terms of Agreement. Provide any requests for modifications to the terms of this RFP or the attached sample Professional Services Agreement.

EVALUATION AND SELECTION PROCESS

Each proposal will be reviewed by City staff and evaluated based on the following:

- Compliance with RFP instructions and conditions
- Overall strength of proposal
- Consultant firm and staff experience with CDBG programs, LACDA, and single-family residential rehabilitation programs
- Ability to provide the requested services
- Approach to the scope of work and schedule

The tentative schedule for proposal evaluation and consultant selection is as follows:

Proposals due:	June 25, 2021 at 5:00 PM
Review of proposals and consultant selection:	June 28 – July 9, 2021
Contract approval by City Council:	July 14, 2021

GENERAL CONDITIONS

- The City is not liable for any pre-contractual expenses incurred by any consultant. Pre-contractual expenses include any expense incurred prior to the effective date of the executed agreement.
- The City reserves the right to withdraw this RFP at any time without prior notice. The City reserves the right to postpone opening of proposals for any reason.
- The City reserves the right to reject any and all proposals for any reason. The City makes no representations that any agreement will be awarded to any proposer responding to this RFP. Acceptance by the City of any proposal does not constitute any implied intent to enter into a contract for services.
- All responses to this RFP will become the property of the City and will be retained or disposed of accordingly. All responses will become public record upon submittal to the City and will be disclosed pursuant to a public records request. Any aspects of the proposals that are considered proprietary or confidential should be so designated.
- No amendments, additions, or alternate proposals will be accepted after the submission deadline.
- The City reserves the right to issue written notice to all participating consultants of any change in the RFP submission schedule should the City determine, in its sole discretion, that such changes are necessary.

ATTACHMENTS

1. Sample Professional Services Agreement

ATTACHMENT 1

SAMPLE PROFESSIONAL SERVICES AGREEMENT

(City of Westlake Village/[consultant name])

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated [date] for reference purposes and is executed by the City of Westlake Village (“City”), a California municipal corporation, and [consultant name] (“Consultant”), a [state] [type of entity] (“Consultant”).

RECITALS

- A. City desires to retain Consultant as an independent contractor to provide the following professional services: [services].
- B. Consultant represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

- A. “Commencement Date”: [date].
- B. “Contract Administrator”: [name] or a duly authorized designee.
- C. “Contract Amount”: [compensation limit].
- D. “City Manager”: Rob de Geus or a duly authorized designee.
- E. “Expiration Date”: [date].
- F. “Fee Schedule”: the fee schedule set forth in the attached Exhibit B.
- G. “Indemnitees”: City and its officers, agents, employees, and volunteers.
- H. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit C.
- I. “Services”: the tasks set forth in the attached Exhibit A.

2. Services.

- A. Consultant shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.

B. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to City. Consultant shall consult the Contract Administrator for any decisions that must be made by City.

C. In the event any claim is brought against City relating to Consultant's performance of the Services, Consultant shall provide any reasonable assistance and cooperation that City might require.

3. Term.

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

B. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then City may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

C. The term of the Agreement is for three-years with two one-year options to extend. The City may also extend the Agreement on a month to month basis after the full term of the Agreement expires.

4. Compensation.

A. City shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Amount.

B. Consultant shall submit monthly invoices to City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. Independent Contractor Status. Consultant is, and shall at all times remain as to City, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or to act otherwise on behalf of City as an agent. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

6. Work Product Ownership. All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without limitation upon use or dissemination by City.

7. Confidentiality. Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written

authorization of the City Manager. Upon request, all City data shall be returned to City at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

8. Conflict of Interest. Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

9. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by City. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of City, as determined by final arbitration or court decision or by consensus of the parties.

10. Insurance. Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.

11. Suspension. The Contract Administrator may suspend all or any part of the Services for City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

12. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail or facsimile before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail or facsimile after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Westlake Village
31600 Oak Crest Drive
Westlake Village, CA 91361

Attn: [REDACTED]
E-mail: [REDACTED]
Fax: [REDACTED]

Consultant

[REDACTED]
[REDACTED]
[REDACTED]
Attn: [REDACTED]
E-mail: [REDACTED]
Fax: [REDACTED]

13. Assignability. Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's proposal for the Services. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

14. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

15. Exhibits. Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

16. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

17. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

[consultant name]

[use this signature block if the consultant is a corporation]

 Chairperson President Vice President

 Secretary Asst. Secretary

Chief Finance Officer Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if the consultant is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Westlake Village

Mayor

Attest:

City Clerk

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

(attached)

EXHIBIT B
Fee Schedule

(attached)

EXHIBIT C

Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. **General Liability Insurance.** Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. **Automobile Liability Insurance.** Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. **Professional Liability (Errors and Omissions) Insurance.** Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. **Workers' Compensation/Employer's Liability Insurance.** Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnitee before the Indemnitee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to City.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against City for injuries to employees of Consultant resulting from work for City.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

4. Consultant shall furnish to City an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. City reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to City for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by City in such event shall be promptly reimbursed by Consultant or City shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. City reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days' notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.