

**IMPERIAL COUNTY
WORKFORCE AND ECONOMIC DEVELOPMENT DEPARTMENT
REQUEST FOR PROPOSALS**

**FOR APPRAISAL SERVICES
FOR HOUSING REHABILITATION PROGRAMS**



**Funded by the
California Department of Housing and Community Development (HCD)
and
Community Development Block Grant (CDBG) Program**

Issued Wednesday, November 09, 2022

DUE DATE AND SUBMISSION REQUIREMENTS:

One (1) Original and Five (5) Copies of Proposals must be received by **5:00 P.M.**
on **Wednesday, December 07, 2022**

Point of Contact:

Emily Estrada
Community and Economic Development Coordinator
2799 S. 4th St
El Centro, CA 92243
(442) 265-1102

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Exhibit 1

COUNTY OF IMPERIAL REQUEST FOR PROPOSALS FOR APPRAISAL SERVICES

NOTICE IS HEREBY GIVEN that the County of Imperial, acting by and through its Board of Supervisors, hereinafter referred to as the "COUNTY", will receive up to, but no later than **5:00 p.m. on December 7, 2022**, sealed PROPOSALS for negotiation and award of a contract concerning **Appraisal Services for Housing Rehabilitation Programs under the Imperial County Workforce and Economic Development department**.

To be considered, **one original and five copies of PROPOSALS** must be received in the office of the **Imperial County Purchasing Department, 1125 Main Street, El Centro, California, 92243, ATTN: RFP Proposal re Appraisal Services**, by the date and time specified above.

Proposals shall be evaluated by a selection committee. It is the County's intention to select the Consultant whose proposal is deemed most advantageous to the County in accordance with the evaluation criteria set forth in this Request for Proposals. A Selection Committee appointed by the Imperial County Workforce and Economic Development Director will review and score the proposals and recommend the most responsive and responsible firm to receive the contract award. The Selection Committee's recommendation will be forwarded to the Imperial County Board of Supervisors for final determination.

Each proposal must conform and be responsive to the Governing Agreement, a copy of which is attached as Exhibit 3. This Governing Agreement may also be obtained at the office of Workforce & Economic Development located at 2799 S. 4th St., El Centro, California, 92243.

The COUNTY reserves the right to reject any or all PROPOSALS, or to waive any irregularities or informalities in any qualifications or in the selection process.

Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Veteran Owned Businesses (VOB) are encouraged to participate.

Exhibit 2

INFORMATION FOR PROPOSERS

1.0 PURPOSE

The COUNTY, through the Imperial County Workforce & Economic Development (ICWED) Department, is soliciting competitive proposals from qualified and experienced individuals or firms to provide Appraisal Services for current and future housing rehabilitation projects located in the unincorporated areas of Imperial County including Heber, Seeley, Winterhaven, Palo Verde, Ocotillo, Bombay Beach, Niland, Poe Subdivision and Salton Sea Beach. Projects include, but are not limited to, rehabilitation and/or reconstruction of conventional and mobile homes in the designated areas of Imperial County, funded by the Community Development Block Grant (CDBG) program.

Final selection of a Consultant will be contingent upon approval from the state funding agency, which is the California Department of Housing and Community Development, through the Community Development Block Grant Program.

All communications relating to this RFP must be directed to the contact person named below and **only** through email or written correspondence. Any other forms of communication between a respondent and COUNTY staff concerning this RFP are prohibited. In no instance is a respondent to discuss cost information, quality of responses, names of additional respondents, or any other information requested by or contained in a proposal with the point of contact or any other staff prior to proposal evaluation. Failure to comply with this section may result in COUNTY's disqualification of the proposal. The respondent is responsible for ensuring the response is received before the deadline. Copies or faxed responses will **not** be accepted. COUNTY assumes no responsibility for lost or misrouted mail.

The term of the Agreement for services will be for a period of up to three years from the date of an executed agreement. Work shall be completed on a Task Order basis as needed for each project.

2.0 PRE-PROPOSAL MEETING

2.1 A pre-proposal meeting will be held on **November 17**, at **3:00 p.m.** at:

Imperial County Workforce & Economic Development
2799 S. 4th St
El Centro, CA 92243
Contact: Emily Estrada, (442) 265-1102

Attendance at the pre-proposal conference **is not** a mandatory requirement for those interested in submitting a proposal.

3.0 CALENDAR OF EVENTS

3.1	RFP sent out	November 9, 2022
3.2	Pre-proposal meeting	November 17, 2022 3:00 P.M.
3.3	Deadline for County to receive written questions	November 21, 2022 5:00 P.M.
3.4	Written responses for questions received by November 21, 2022 will be available by	December 2, 2022 5:00 P.M.
3.5	Package, References, and other documentation must be <u>received</u> by County on or before	December 7, 2022 5:00 P.M.

4.0 SCOPE OF SERVICES

The individual or firm will perform these services under the supervision and direction of the Direction of Imperial County Workforce & Economic Development Department. The County wishes to contract with an individual or firm on an as-needed basis to provide the following services:

- 4.1 Consultant shall provide appraisal Services on an as-needed basis to the COUNTY for Housing Rehabilitation Programs for a period of three (3) years. The County reserves the option to amend this agreement for an extension up to two (2) years.
- 4.2 Consultant will perform these services under the supervision and direction of Imperial County Workforce and Economic Development.
- 4.3 Consultant shall perform a Self-Contained Appraisal consistent with the Uniform Standards of Professional Appraisal Practice (USPAP).

The appraisal must include:

- 4.4 An adequate description of the physical characteristics of the property including location, zoning, present use, and an analysis of highest and best use.
- 4.5 All relevant and reliable approaches to value consistent with established Federal and federally assisted program appraisal practices. If more than one approach is used, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the consultant's opinion of value.
- 4.6 The effective date of valuation, date of appraisal, signature, and certification of the consultant.

5.0 MANDATORY REQUIREMENTS FOR ALL PROPOSALS

- 5.1 All proposals must demonstrate that the consultant has a willingness and ability to comply with all documents, including but not limited to, the Governing Agreement identified as Exhibit "3".
- 5.2 All proposals must be accompanied with the name(s), title(s) and resume(s) of the individual(s) who will be performing the services should the contract be

awarded.

- 5.3** All parties submitting a proposal shall include with their proposals at least three (3) current references, including name, address, and telephone number.
- 5.4** All parties submitting a proposal shall, Pursuant to 24 CFR Part 5, verify they and their principals, or any/all persons, contractors, consultants, businesses, subrecipients, etc., that are conducting business with ICWED are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction. Applicants and their partners, contractors, consultants, and subrecipients must be registered with the System for Award Management (SAM) to do business with the U.S. government and have debarment checks that return a registration status of "Active" and "No Active Exclusion Records" under the Exclusion Summary. Please include a copy of registration or verification of application registration.

6.0 CONTRACT TERMS AND CONDITIONS

Please refer to the attached Exhibit 3, Governing Agreement. The attached Exhibit 3 is a draft agreement to be used as a sample of the agreement that the winning party will be expected to sign. It is not the final agreement and there may be additional or different terms included in the final agreement.

7.0 PREPARATION OF PROPOSAL

All statements of proposals must include one original and five copies to be submitted in sealed envelopes bearing on the outside the name of the consultant, address, and the title of the RFP for which the qualifications are submitted. It is the sole responsibility of respondent to ensure that the proposals are received by COUNTY in the proper time. Any proposals received after the scheduled closing time for receipt will be returned to the consultant unopened. Proposals may not be submitted by facsimile, telegraph, electronic mail or any other means other than by personal delivery, United States Mail or other delivery services such as Federal Express or United Parcel Service.

8.0 SIGNATURE

The statement of qualifications document or any modification must be signed in the name of the consultant and must bear the original signature of the person or persons authorized to sign the proposal.

9.0 MODIFICATIONS

Any modification of any proposals submitted must be in writing and received by COUNTY prior to the closing time for proposals. Modifications may not be submitted by facsimile, telegraph, electronic mail or any other means other than by personal delivery, United States Mail or other delivery services such as Federal Express or United Parcel Service. Any qualifications or modifications received after the scheduled closing time for receipt of statement of qualifications will be returned to the consultant unopened.

10.0 ERASURES

Proposals submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by putting in the margin immediately opposite the correction the surname or surnames of the person or persons signing the statement of qualifications.

11.0 WITHDRAWAL OF PROPOSALS

Respondents may withdraw their proposals either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

12.0 PROPOSAL ELEMENTS

Proposals must address each of the elements in this section.

12.1 Qualifications

- a. Relevant Experience: All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the state. Preference will be given to individuals/firms with California Department of Housing and Community (HCD) experience. Include the names, addresses and phone numbers of contact persons for several contracts for which you have performed services as solicited in this RFP.
- b. Relevant Education: Applicant's demonstration of certification and training required to perform services, including licensing requirement adherence to the national Uniform Standards of Professional Appraisal Practice (USPAP) and the California Real Estate Appraisers Licensing and Certification Law and Regulations.
- c. Responsiveness to Project Requirements: Applicant's demonstrated success in completing projects on time and responsiveness to meeting changing requirements. Attentiveness to and compliance with RFP instructions, interview requirements, and other aspects of the selection process will be considered as an indication of responsiveness.
- d. A brief statement of your policy regarding affirmative action.
- e. The consultant shall carry not less than the following insurance and shall provide verification to the County upon request:
 1. Professional Liability Insurance: Errors and Omissions Insurance in an amount of at least \$1,000,000 single limit coverage, covering all personnel employed by the consultant in the capacity of acting as an Agent of the municipality.
 2. General Liability Insurance: General Liability Insurance in an amount of at least \$1,000,000, single limit coverage, covering all personnel employed by the consultant in the capacity of acting as an Agent of the municipality.

3. Worker's Compensation: Worker's Compensation Coverage in full compliance with California statutory requirements for all personnel employed by the consultant in the capacity of acting as an Agent of the municipality.
4. Automobile Liability Insurance: Automobile Liability Insurance in an amount of at least \$1,000,000 combined single limit coverage including owned, non-owned and hired vehicles.

12.2 Proposed Scope of Work

A prospective consultant should indicate an understanding of the requested services as described in Section 4, Scope of Services, and describe how it proposes to service the County in these aspects.

12.3 Project Personnel and Their Availability

Provide resume(s) of the key personnel who would be assigned to perform the services as described. Indicate status of each person's relationship to your firm, whether an employee, partner, subcontractor, or other contractual agreement. The statement should also identify for each member of the project team, their area of expertise, role in the project, and experience with similar or related projects.

12.3.1 Qualified personnel shall perform all services and shall maintain all necessary certificates and licenses required to perform such services.

12.3.2 Except when, and if, the workload demands otherwise, all services shall be conducted within the normal business hours of 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday.

12.4 Cost of Proposed Services

The cost of the Appraisal Services shall be based on the fee schedule proposed and work authorized. Describe your proposed fee schedule for determining the cost of the requested services for the term of the contract. Billing for the services shall be submitted to the Workforce & Economic Development Director.

12.5 Time

Subject to any limitations stated in this proposal, the specified Appraisal Services shall be completed and delivered to the Workforce & Economic Development Director within 10 calendar days after written authorization to proceed is received, barring circumstances beyond the consultant's control that force a delay. In such instance, the consultant will inform the Workforce & Economic Development Director of the cause of such delay.

12.6 Protection of Property

The consultant shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the consultant's entry.

13.0 SELECTION PROCESS

The County of Imperial will review the qualifications based on the selection criteria and 100 point scale as follows:

- | | |
|--|-------------------|
| 1. General firm and individual experience: | 10 points |
| 2. Specific experience as it pertains to U.S. Department of Housing and Urban Development (HUD), California Department of Housing and Community Development (HCD), CDBG and/or other grant programs: | 15 points |
| 3. Specific experience as it pertains to the Scope of Work above mentioned in Item 4.0: | 25 points |
| 4. Ability, capacity, and skill of the Proposer to perform the Scope of Work and in a timely manner: | 15 points |
| 5. Responsiveness of the RFP and the requirements thereof: | 10 points |
| 6. Overall quality of qualifications, staff availability, and thoroughness: | 10 points |
| 7. Cost of Services: | 15 points |
| Total Value: | 100 points |

Additional questions may be asked of those submitting a proposal and formal interviews may be conducted as well. Respondents will be notified of any additional required information or interviews after written proposals have been evaluated.

The COUNTY reserves the right to reject any and all proposals submitted; to request clarification of services submitted; to request additional information; and to waive any irregularity in the proposal and review process, as long as COUNTY procedures remain consistent with HCD procurement requirements. The COUNTY may select one consulting firm or a combination of consulting firms to provide the range of services requested.

14.0 PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED PROPOSALS

No party submitting a proposal who is permitted to withdraw a proposal shall, for compensation, perform any subcontract or other service for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

15.0 Federal Terms and Conditions

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

A. Equal Opportunity

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as

amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR Chapter 60).

2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provision of the nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to this books, records, and accounts by the contracting 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 Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include 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 N. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request

the United States or enter into such litigation to protect the interests of the United States.

8. The contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of the Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Contractor, the Contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he/she has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent of behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provision of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set fourth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the forgoing provision to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the forgoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 24 CFR 85.36(e)

1. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - e. Using the Services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

C. Copeland "Anti-Kickback" Act (18 U.S.C. 874)

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

D. Compliance with Labor Standard Provisions

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

E. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR Part 5, construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,5000 for other contracts which involve the employment of mechanics or laborers).

F. Requirements and Regulations pertaining to Data and Design

All data and design and engineering work created under this Agreement shall be owned by the County and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the County.

G. Requirements and Regulations pertaining to Reporting

The County, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent to the contract.

H. Compliance with Clean Air Act and Clean Water Act

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)).
2. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
3. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

I. Compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

D/MBE/WBE Implementation Guidelines

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements:

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder request subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, and summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the

rejected D/M/WBE and the price bid by the selected subcontractor or supplier.

5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their subbids.
6. To find a D/M/WBE certified firm, you may call (916) 455-3520, go online to: <http://www.dot.ca.gov/hq.bep>, or via email at: D/M/WBE Listing for County, CalTrans-Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

EXHIBIT 4

CERTIFICATION REGARDING LOBBYING FORM CD-51

Exhibit 5

SYSTEM OF AWARDS MANAGEMENT (SAM) ATTESTATION