



**REQUEST FOR PROPOSALS (RFP)**  
**No. P26-008**

**Fair Housing Services**

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## **INTRODUCTION**

**T**he Yolo County Housing (hereinafter, “the Agency”) is a public entity that was formed in 1950 to provide federally subsidized housing and housing assistance to low-income families, within Yolo County, CA. The Agency is headed by a Chief Executive Officer (CEO) and is governed by a seven-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. Though brought into existence by a Resolution of the County of Yolo, it is a separate entity from the County.

**C**urrently, the Agency owns and/or manages: (a) 8 developments totaling 431 units of HUD Public Housing and, (b) approximately 1,815 housing choice vouchers. The Agency currently has approximately 45 employees.

**I**n keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed, and insured entities to provide the above noted services to the Agency. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

## **RFP INFORMATION AT A GLANCE**

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[Table No. 2]

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(Procurement Analyst)” shall be a reference to Mr. Nesar Rasekh.)	Nesar Rasekh, Procurement Analyst mail: nrasekh@ych.ca.gov TDD: (800)545-1833x626
HOW TO OBTAIN THE RFP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	<ol style="list-style-type: none"> <li>1. Access ha.internationaleprocurement.com (no “www”).</li> <li>2. Click on the “Login” button in the upper left side.</li> <li>3. Follow the listed directions.</li> <li>4. If you have any problems in accessing or registering on the eProcurement Marketplace, please call customer support at (866)526-0160.</li> </ol>
PRE-PROPOSAL CONFERENCE	NONE SCHEDULED
QUESTION SUBMITTAL DEADLINE	Monday, July 6, 2026, 3:00 PM PT
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	<ol style="list-style-type: none"> <li>1. As directed within Section 3.2.1 of the RFP document, submit proposed pricing, where provided for, along with the proposal in sealed envelope by hand delivery or via mail to YCH office.</li> <li>2. As instructed within Section 3.0 of the RFP document, submit 3 copies of your “hard copy” proposal to the Agency Administrative Office.</li> </ol>
PROPOSAL SUBMITAL RETURN & DEADLINE	*Monday, July 13, 2026, 3:00 PM PT to- 147 Main Street, Woodland, CA 95695 (The “hard copy” documentation must be received in-hand or via mail in sealed envelope and time-stamped by the Agency by no later than 3:00 PM PT on this date).

## 1.0 THE AGENCY’S RESERVATION OF RIGHTS. The Agency reserves the right to:

- 1.1 **Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- 1.2 **Right to Not Award.** Not award a contract pursuant to this RFP.
- 1.3 **Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the Contractor(s).
- 1.4 **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer (hereinafter, “Contractor”) shall provide the services called for in this RFP.

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- 1.5 **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
- 1.6 **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 1.7 **Right to Reject Any Proposal.** Reject and not consider any proposal or proposer that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposers offering alternate or non-requested services.
- 1.8 **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 **Right to Prohibit.** At any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the eProcurement Marketplace (hereinafter, a.k.a., the "Marketplace") and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time-frame shall relieve the Agency, but not the prospective or actual proposer, of any responsibility pertaining to such issue.
- 1.10 **Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from eProcurement Marketplace.

## 2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The Agency is seeking proposals from qualified, licensed, insured and/or individuals for the services that shall include, but are not limited to the services detailed herein:

### 2.1 General Information.

- 2.1.1 Contractor shall provide legal consultation to any YCH housing participant or applicant regarding housing issues, with particular focus on issues regarding housing discrimination under state or federal fair housing laws. Contractor staff shall open a case for each YCH client in its computerized case management system. Depending on what is appropriate for each case, Contractor will provide services ranging from counsel and advice, negotiation,

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and preparation and filing of a fair housing complaint with either HUD or DFEH.

- 2.1.2 Contractor shall provide Fair Housing informative flyers for YCH to share with new admissions. Flyers should and include a brief overview on fair housing laws and the availability of legal assistance from Contractor.
- 2.1.3 Contractor shall provide two (2) hours of training to all YCH staff each year. The training outline will be agreed upon and coordinated with the YCH Resource Administrator.
- 2.1.4 Contractor shall coordinate a minimum of one (1) public fair housing workshop per year with YCH. Contractors will be primarily responsible for the format of the workshop, preparation of materials, and providing presenters for the workshop. YCH will co-sponsor the workshop and assist in arranging a venue for the workshop, sending flyers for the workshop to its residents, and providing other support that may be necessary for the workshop
- 2.1.5 Contractor shall maintain a Fair Housing webpage, which will include information about the availability of fair housing services and contact information for the Fair Housing concerns. The webpage will also contain substantial and helpful downloadable fair housing information and links to additional fair housing resources. Contractor shall also keep up-to-date fair housing flyers, brochures, and pamphlets to reflect current laws. Contractor shall provide copies of updated fair housing flyers, brochures, and pamphlets to YCH for its use and information.
- 2.1.6 Contractor shall provide support and technical assistance by responding to inquiries from YCH staff regarding fair housing issues. LSNC shall also provide fair housing planning and processing services to YCH as needed.

### 3.0 PROPOSAL FORMAT.

- 3.1 **Tabbed Proposal Submittal.** The Agency intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the Agency will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be

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located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 3]

(1) RFP Section	(2) Tab No.	(3) Description
3.1.1	1	<b>Form of Proposal.</b> This Form is attached hereto as Attachment A to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	<b>form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i></b> This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	<b>Profile of Firm Form.</b> The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
3.1.4	4	<b>Proposed Services.</b> As more fully detailed within Section 2.0, <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer's <b>DEMONSTRATED Technical Approach and UNDERSTANDING</b> of the Scope.
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the <b>Past performance and References on the Similar Contract and ability to meet contract requirements and</b> and the <b>Timelines.</b>
3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer's <b>DEMONSTRATED RELEVANT EXPERIENCE</b> in performing similar work and the proposer's <b>DEMONSTRATED SUCCESSFUL PAST PERFORMANCE</b> (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5, herein, The <b>OVERALL QUALITY, ORGANIZATION, and PROFESSIONAL APPEARANCE</b> of the <b>PROPOSAL SUBMITTED</b> , based upon the opinion of the evaluators.
3.1.4.5		If appropriate, how staff are retained, screened, trained, and monitored.
3.1.4.6		The proposed quality assurance program.
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e.,

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		written; fax; Internet; etc.).
3.1.4.8		A complete description of the products and services that the firm provides.
3.1.5	5	<b>Managerial Capacity/Financial Viability/Staffing Plan.</b> The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart).
3.1.6	6	<b>Client Information.</b> The proposer shall submit a listing of former or current clients (at least 3), including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number and email address;
3.1.6.4		A brief narrative description and scope of the service(s) and the dates the services were provided, including a brief narrative description of those specific services including scope; size; cost; principal elements and special features.
3.1.7	7	<b>Equal Employment Opportunity/Supplier Diversity.</b> The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses).
3.1.8	8	<b>Subcontractor/Joint Venture Information (Optional Item).</b> The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	9	<b>Other Information (Optional Item).</b> The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
3.1.10	<b>No Information Placed under a Tab.</b> If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO</u> NOT eliminate any of the tabs.	
3.1.11	<b>Proposal Submittal Binding Method.</b> It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the	



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Agency can, if needed, remove the binding (i.e., “spiral-type” etc.) or remove the pages from the cover (i.e., 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.

**3.2 Entry of Proposed Fees.** *The proposed fees shall be submitted with the proposal package by the proposer and received by the Agency, where provided in a sealed envelope to YCH office only.*

**3.2.1 Pricing Items.** The proposed fees (Pricing Items) shall be submitted by the proposer and received by the Agency where provided in a sealed envelope to the YCH office only. Do submit, enter or refer to any fees or costs within the 10-tab “hard copy” proposal submittal detailed within the preceding Section 3.0, Table No. 3 herein—any proposer that does so may be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying not specifically otherwise agreed to by the Agency; etc. [NOTE: The following Firm-fixed fees shall be fully loaded as to the professional fees for related work provided by the chosen contractor, but, as detailed within the following Section 3.3.4 herein, the Agency shall reimburse the chose contractor for any pre-approved travel expense, as detailed therein.]

[Table No. 4]

(1) RFP Section	(2) Pricing Item No.	(3) Qty	(4) U/M	(5) Description
3.2.2.1	1	1	Each	Firm-fixed Fee: Hourly rate Fair Housing Services

**3.3 Additional Information Pertaining to the Pricing Items.**

**3.3.1 Quantities.** All quantities entered by the Agency herein and within the corresponding Pricing Items listed on the eProcurement are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the Agency anticipates that the ensuing contract will be a Requirements Contract, in that the Agency shall retain one Contractor only and shall retain the right to order from that Contractor (successful proposer) any quantity of services the Agency requires. Please note the immediate following exception to the aforementioned “Requirements Contract” language.

**3.3.1.1 Exception to 3.3.1.** The Agency retains the right to, at any time during the ensuing contract period(s), complete award to

more than one contractor if the Agency determines that such is in its best interests. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:

**3.3.1.1.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount.** As may be further detailed herein, most specifically within the preceding Section 3.3.1.1, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$2,000; (b) NMCA: \$200,000 (each shall be annual amounts).

**3.3.2 IMPORTANT NOTICE!!! Entry of Costs.** Proposers must submit, where provided within the Marketplace, a cost for each and every Pricing Item detailed within the preceding Table No. 4 herein. The eProcurement Marketplace will automatically perform all required extended calculations. Any proposer that chooses to not enter a realistic cost for any or all the Pricing Items may be automatically deemed nonresponsive and his/her proposal will, in such case, NOT be considered. Accordingly, be sure to enter a proposed cost for each and every one of the Pricing Items listed to within the preceding Table No. 4 herein!

**3.3.2.1 Realistic Cost for Pricing Items.** Each proposer is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic hourly cost for the Pricing Item. For instance, if the Contractor enters \$1.00 per hour for the hourly Pricing Item (proposers typically do so in an effort to improve their position in regards to Evaluation Factor No. 1, as detailed within Table No. 4 herein), then the \$1.00 per hour is what the Contractor will charge the Agency for any additional work that the Agency may retain the Contractor to provide if the Agency deems such retention is in the Agency's best interests to do so. Accordingly, it is the Agency's opinion that it is very much in the best interests of the proposer to propose a realistic hourly fee for this Pricing Item. If, despite this warning, the Contractor proposes an hourly fee that the Agency deems is not realistic, then the Agency reserves the right to require the Contractor to, at contract execution, present a cash bond in a suitable amount (i.e., \$5,000.00) to ensure that the Contractor will fulfill his/her obligation in this matter.

- 3.3.2.2 Review the Entry of Proposed Fees.** The Agency strongly recommends that each proposer, after entry of these proposed fees within the eProcurement Marketplace, print the receipt provided and review the entry to ensure that the proposer has entered the proposed fees correctly and as the proposer intended to meet the requirements herein (the eProcurement Marketplace will allow the proposer to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The proposer will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to assign the points pertaining to Evaluation Factor No. 1 listed within the following Table No. 6 herein.
- 3.3.2.3 Determination of the Calculated Costs.** After a proposer has entered where provided within the eProcurement Marketplace his/her proposed unit costs for the Pricing Items, the Marketplace will automatically multiply the proposed unit costs by the listed quantities. The total sum of all the Pricing Line Items shall be the Total Calculated Cost that the Agency will utilize to determine the points awarded for Evaluation Factor No. 1 detailed within the following Table No. 6 herein.
- 3.3.2.4 No Negotiation of Proposed Fees after the Submittal Deadline.** The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic price for the Pricing Item identified within the preceding Table 4 herein.
- 3.3.3 Potential Escalation of Rates.** At the discretion of the CO, at the end of the second one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of rates allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar rate listed on the U.S. Bureau of Labor Statistics Producer Price Index (PPI) ("most similar," as determined by and at the sole discretion of the Agency). For example, if, at the end of the first contract period the listed rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CO's discretion, be entitled to a 5% increase in the rates that he/she was being paid at that time. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed rate.
- 3.3.3.1 Notification Must Be Received From the Contractor.** The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

**3.3.3.2 Right to Reject.** As stated within the preceding Section 3.3.3 herein, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the Contractor has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):

**3.3.3.2.1 Step No. 1.** The Contractor submits his/her written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period (please see the preceding Section 3.3.3.1 herein);

**3.3.3.2.2 Step No. 2.** The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the Contractor as to if the request is approved or rejected;

**3.3.3.2.3 Step No. 3.** If rejected and the Contractor wishes to, as a result, cease providing the services to the Agency, the Contractor has 10 days from the receipt of the written notice of rejection to deliver to the Agency CO a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice);

**3.3.3.2.4 Step No. 4.** The Agency will then endeavor to ensure that the Agency makes other arrangements to replace the Contractor (i.e., contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the Contractor, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

**3.3.4 Potential On-site Visits that the Agency may direct and/or approve.** If such on-site visits are scheduled by the Agency during any of the ensuing contract periods, such on-site visits will be priced by the Contractor and paid by the Agency as detailed following:

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- 3.3.4.1 On-site Work Hours.** The pre-approved (by the Agency) on-site hours worked will be priced pursuant to the hourly fee proposed by the Contractor in response to Pricing Item No. 20.
- 3.3.4.2 Reimbursement of Travel Expenses.** Whereas at this time the Agency is unsure as to how many trips to Woodland, CA the Agency will require or approve the chose contractor(s) to make; accordingly, the Agency will reimburse the Contractor for pre-approved reasonable travel expenses related to the on-site visits.

  - 3.3.4.2.1 Airfare Costs.** Though the Contractor can book airfare at any rate he/she desires, airfare will NOT be reimbursed by the Agency at “First Class” or “Business Class” rates, but only at “Coach Rate” with a suitable discount carrier. The airfare shall be ordered and paid for by the Contractor after Agency approval in a timely manner so as to take advantage of discounts offered by an “advance purchase.” The Contractor shall book the airfare in an expeditious manner after receiving approval from the Agency (“expeditious,” meaning, in no more than two workdays, once approved). In the case of air travel, the Agency shall agree to pay for travel time at the rate of “4 hours in and 4 hours out.”
  - 3.3.4.2.2 Potential Driving Reimbursement.** As an alternative to airfare, pertaining to a successful proposer that may be within any reasonable “driving distance” of the Agency (“reasonable,” as determined at the sole discretion of the Agency), the Agency may, in lieu of reimbursing for airfare, chose to pay the successful proposer mileage not-to-exceed the current posted IRS mileage rate. In such case, this rate shall also pertain to the contractor’s vehicle while on-site providing services.). In the case of “drive in - drive out time” for contractors that do not need air travel reimbursement, the Agency shall agree to pay for travel time at the rate of “4 hours in and 4 hours out.”
- 3.3.5 No Deposits/No Retainer.** The Agency will NOT pay any deposits or retainer fees as a result of award of the ensuing contract (such is not allowed per relevant HUD regulation). This means that the Agency will pay the successful proposer(s) for actual services provided only. The Contractor will be required to submit a full back-up detail of all hours worked, listed by no more than the “15-minute” standard.

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**3.3.6 Overtime.** Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The Agency shall consider regular time to be Monday-Friday (excluding holidays), 8:00 AM - 5:00 PM. Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates herein for any work the Agency requires the successful proposer to work specifically during non-regular-time hours; however:

**3.3.6.1** The Agency shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work “after hours” is due to the Contractor’s lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a “non-normal” action by the Agency or an “Act of God” causes the Contractor to work “after hours” to solve the problem, then aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

**3.4 Proposal Submission.** All pricing and proposal must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked “ORIGINAL”) submittals shall have a cover and extending tabs) of the “hard copy” proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**Yolo County Housing  
Attention: Nesar Rasekh, Procurement Analyst  
147 West Main Street, Woodland, CA 95695**

**3.4.1 Labeling Proposal Package.** The package exterior must clearly denote the above noted RFP number and must have the proposer’s name and return address. Proposals received after the published deadline will not be accepted.

**3.4.2 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing the eProcurement Marketplace, registering, and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all

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notices that the Agency delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

**3.4.3 Submission Responsibilities.** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the RFP document, the documents listed within the following Section 3.7 herein, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the ED to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.

**3.5 Bidder's Responsibilities – Contact with the Agency.** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CO only. Bidders must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Agency to not consider a proposal submittal received from any proposer who may not have abided by this directive.

**3.5.1 Addenda.** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the Agency and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

**3.6 Bidder's Responsibilities – Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

**3.6.1** Within 2 CFR §200.321 it states:

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- 3.6.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- 3.6.1.2 (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 3.6.1.3 (2) Affirmative steps must include:
  - 3.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 3.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 3.6.1.3.3 (3) 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;
  - 3.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - 3.6.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
  - 3.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

- 3.6.2.1 **Section 15.5.A, Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the [Agency] shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Agency] contracting.
- 3.6.2.2 **Section 15.5.B, Goals.** [The Agency] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting



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with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

**3.6.3** Within our **Agency Procurement Policy** it states that our Agency will:

**3.6.3.1 Assistance to Small and Other Business, Required Efforts:**

**3.6.3.1.1** Including such firms, when qualified, on solicitation mailing lists;

**3.6.3.1.2** Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;

**3.6.3.1.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

**3.6.3.1.4** Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

**3.6.3.1.5** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

**3.6.3.1.6** Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

**3.7 Pre-proposal Conference.** There is not a Pre-Proposal Conference scheduled as a part of this RFP.

**3.8 Recap of Attachments.** It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

[Table No. 5]

(1) RFP Section	(2) Document No.	(3) Attachment	(4) Attachment Description
3.8.1	1.0		This RFP Document
3.8.2	2.0	A	RFP
3.8.3	3.0	B	form HUD-5369-C (8/93), <i>Certifications and</i>

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			<i>Representations of Offerors, Non-Construction Contract</i>
3.8.4	4.0	C	Profile of Firm Form
3.8.5	5.0	D	Section 3 Explanation
3.8.6	6.0	E	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.8.7	7.0	F	<i>Supplemental Instructions to Bidders &amp; Contractors (SIBC)</i>
3.8.8	8.0	G	Sample Contract Form: form HUD-51915, <i>Model Form of Agreement Between Owner and Design Professional (1/2014)</i> (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels is in its best interests to do so)
3.8.8.1	8.1	G-1	Sample Contract Appendix No. 1: form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section 1 (With or without Maintenance Work)</i>
3.8.8.2	8.2	G-2	Sample Contract Appendix No. 2: form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.
3.8.8.3	8.3	G-3	Sample Contract Appendix No. 3: Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate-identified form 50071.)

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## 4.0 PROPOSAL EVALUATION.

**4.1 Evaluation Factors.** The following factors will be utilized by the Agency to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal and on-line (specifically, the pricing submitted on-line):

[Table No. 6]

(1) No.	(2) Max Point Value	(3) Factor Type	(4) Factor Description
1	20 points	Subjective (Technical)	The PROPOSED COSTS submitted by the proposer. Reasonableness and competitiveness of proposed fees and overall value to YCH.
2	30 points	Subjective (Experience & Qualifications)	Demonstrated experience providing fair housing legal services, housing discrimination investigations, legal representation, HUD/DFEH complaint filings, community outreach, and staff training. Qualifications of attorneys and key personnel assigned to the contract.
3	25 points	Subjective (Technical Approach & Understanding of Scope)	The QUALITY of the DEMONSTRATED TECHNICAL APPROACH and the SERVICES PROPOSED.
4	15 points	Subjective (Past Performance & References)	Successful performance on similar contracts, client references, demonstrated outcomes, responsiveness, and ability to meet contract requirements and timelines).
6	10 points	Subjective (Technical)	The OVERALL QUALITY, ORGANIZATION, and PROFESSIONAL APPEARANCE of the PROPOSAL SUBMITTED, based upon the opinion of the evaluators.
	100 points		<b>Total Points (other than preference points)</b>
*NOTE: Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within his/her proposal.			

**4.2 Evaluation Method/Plan.**

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- 4.2.1 Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).
- 4.2.2 Evaluation Packet.** An evaluation packet will be prepared for each evaluator, including the following documents:
- 4.2.2.1** Instructions to Evaluators;
  - 4.2.2.2** Proposal Tabulation Form;
  - 4.2.2.3** Written Narrative Form for each proposer;
  - 4.2.2.4** Recap of each proposer’s responsiveness;
  - 4.2.2.5** Copy of all pertinent RFP documents.
- 4.2.3 Evaluation Committee.** The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.5 of this document, the designated CO is the only person at the Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 Evaluation.** The appointed evaluation committee, independent of the CO or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 1 through 5 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
- 4.2.4.1 Points Awarded Range.** Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP are shaded—please also see the Evaluation Factors detailed within the preceding Section 4.1):

[Table No. 7]

Points Awarded Range					
Classification*	Rating	%	10	30	100**
Acceptable	Excellent	95%/+	10	29-30	95-100
Acceptable	Very Good	90%/+	9	27-28	90-94
Potentially Acceptable	Good	80%/+	8	24-26	80-89

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Potentially Acceptable	Average	70%/+	7	21-23	70-79
Unacceptable	Poor	<70%	0-6	0-20	0-69
*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2. **Total available points to be awarded, including cost points, minus preference points.					

- 4.2.5 Potential "Competitive Range" or "Best and Finals" Negotiations.** The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all individual/firms deemed to be in the competitive range. Any individual/firm deemed not to be in the competitive range shall be notified of such in writing by the Agency in as timely a manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the individual/firms deemed to be in the competitive range.
- 4.2.6 Determination of Top-ranked Proposer.** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the CEO/ED for approval. If the evaluation was performed to the satisfaction of the CEO/ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the Agency's option, be conducted prior to or after the BOC approval.
- 4.2.6.1 Minimum Evaluation Results.** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 4.1 herein).
- 4.2.6.2 Ties.** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- 4.2.7 Notice of Results of Evaluation.** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:
- 4.2.7.1** Which proposer received the award;
  - 4.2.7.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;
  - 4.2.7.3** The cost or financial offers received from each proposer;
  - 4.2.7.4** Each proposer's right to a debriefing and to protest.

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- 4.2.8 Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Agency evaluation committee.

### **5.0 CONTRACT AWARD.**

- 5.1 Contract Award Procedure.** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

- 5.1.1** By completing, executing and submitting a proposal, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or on the eProcurement Marketplace,” including the contract clauses already attached as Attachments G and G-1 through G-3, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

- 5.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:

- 5.2.1 Contract Form.** The Agency will not execute a contract on the Contractor’s form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1 through G-3 each attached hereto), and by submitting a proposal the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the RFP process (prior to the posted question deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency’s contract form. It is the responsibility of each prospective proposer to notify the Agency, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

- 5.2.1.1 Mandatory HUD Forms.** Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

- 5.2.2 Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

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- 5.2.3 Unauthorized Sub-contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.
- 5.3 Contract Period.** The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency's discretion, of 2 additional one-year option periods, for a maximum total of 3 years.
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *Contractor* will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
- 5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (i.e., "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000);
- 5.4.3 Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (i.e., "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000);
- 5.4.4 Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

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- 5.4.5 City/County/State Business License.** If applicable, a copy of the proposer’s business license allowing that entity to provide such services within the City of Woodland, Yolo County, and/or the State of California.
- 5.4.6 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).
- 5.5 Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the Agency’s options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. NOTE: Such “negotiation,” if conducted, shall occur as a part of the process detailed within the preceding Section 4.2.5 herein.
- 5.6 Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 5.7 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Agency within 10 workdays of notification by the Agency.

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