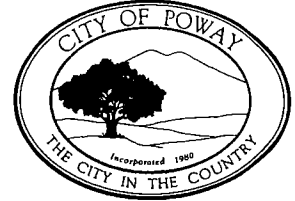


CITY OF POWAY

DON HIGGINSON, Mayor
CARL KRUSE, Deputy Mayor
MERRILEE BOYACK, Councilmember
JIM CUNNINGHAM, Councilmember
BETTY REXFORD, Councilmember



October 19, 2009

TO: *Interested Service Providers*

**RE: *Request for Qualifications (RFQ)*
 Shared Housing Services Program Administration
 *Poway, California***

Greetings:

The City of Poway is seeking qualified candidates to provide program administration for shared housing match services within Poway. The HomeShare and Community Connections Program (Program) has been offered in Poway since 1996. The Program matches low-income homeowners who are looking for income, companionship and/or help in their homes with low-income people seeking affordable housing. HomeShare provides approximately 30 shared housing matches each year and more than 40 social service agency referrals per month. This assistance supports Poway's objective to provide a spectrum of housing opportunities for the community. Additionally, the social service agency referrals provide connections to job training, mentoring and health care services for those in need. The Program is funded with Community Development Block Grant funds.

Benefits of HomeShare:

- Provides additional income and/or assistance for low-income homeowners, affordable rent for home seekers, and an alternative to long waiting lists for subsidized housing
- Senior participants can remain in their homes and in the communities they know and love
- Security, peace of mind for all involved and knowing there is more than one person in the home
- Companionship and the potential to build lasting friendships

The HomeShare program provides a comprehensive process that includes orientation, intake, assessment, registration and screening of both home providers and home seekers. This process is conducted by trained housing social workers who:

- Complete in-home assessments and evaluate references
- Evaluate seekers as HomeShare candidates
- Conduct screening, reference checks and criminal background checks
- Assist with housing agreements
- Provide mediation and support as desired

City Hall Located at 13325 Civic Center Drive
Mailing Address: P.O. Box 789, Poway, California 92074-0789
www.poway.org

Additional program information can be found at:
<http://www.poway.org/Index.aspx?page=814>.

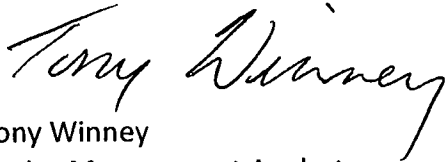
Enclosed you will find the following information:

- RFQ Submittal Requirements
- Process, Schedule, and Selection Criteria
- Other Terms and Conditions
- A Draft Consultant Services Agreement

If you are interested in providing the services requested, please submit a complete package that adheres to the submission requirements described in this packet **no later than 5:00 p.m. on Monday, November 9, 2009** to the Poway Redevelopment Services Department.

Please contact me at (858) 668-4552 or twinney@ci.poway.ca.us if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Tony Winney". The signature is written in a cursive, flowing style.

Tony Winney
Senior Management Analyst

Enclosures

**POWAY REDEVELOPMENT AGENCY
NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)
SHARED HOUSING SERVICES PROGRAM ADMINISTRATION**

I. INTRODUCTION:

A. Request for Qualifications (“RFQ”)

The City of Poway (“City”) is requesting qualifications from qualified consultants to administer the HomeShare and Community Connections Program (Program) shared housing services program offered by the City.

B. Project Description

The Program has been offered in Poway since 1996. The Program matches low-income homeowners who are looking for income, companionship and/or help in their homes with low-income people seeking affordable accommodations. The Program provides approximately 30 new shared housing opportunities each year and more than 40 social service agency referrals per month. This assistance supports Poway’s objective to provide a spectrum of housing opportunities for the community. Additionally, the social service agency referrals provide connections to job training, mentoring and health care services for those in need. The consultant shall have a full-time housing counselor located at the Poway Senior Center. Additional background information on the program can be found at:

<http://www.poway.org/Index.aspx?page=814>

C. Proposed Schedule

City intent is to expedite the consultant selection process to the fullest extent possible. City reserves the right to amend the schedule as necessary.

October 19, 2009	RFQ issued
November 9, 2009	RFQ submissions deadline no later than 5:00 p.m.
November 17-19, 2009	Finalist interviews
January 6, 2009	Contract award notification
January 7, 2009	Contract commences

II. SCOPE OF SERVICES:

City is seeking the professional services of an experienced home share program team to administer the City of Poway's HomeShare and Community Connections Program. The program administrator markets the program within the community, interviews candidates, completes background checks, facilitates shared housing matches, monitors matches and offers mediation when necessary. The administrator will also provide social service agency referrals, making connections to job training, mentoring and health care services for those in need. Case management of those requiring particular social service needs may also arise from time to time.

City requires that the selected program consultant perform, including but not limited to, the following services in connection with the administration of the HomeShare program on an annual basis:

- Provide at least 600 local residents with referrals for housing, emergency shelters, food, clothing, long-term transitional housing, housing assistance for the disabled, board and care, legal assistance and mediation related to housing and subsidized housing
- Provide a minimum of 250 Poway residents with housing assistance and referrals
- Perform a minimum of 20 housing matches
 - 100% of matches will involve low or very low income persons
 - 75% of matches will lower housing cost for at least one person
- Provide case/care management services on an as needed basis
- Conduct a minimum of 5 outreach activities per month to community and business entities
- Work closely with other social service agencies which can enhance the services of the HomeShare program
- Provide monthly and annual reporting on status of program goals
- Maintain close communication with the City during the term of the engagement
- Prepare any documents required, and make any presentations necessary, for the benefit of the Poway Redevelopment Agency, the Poway City Council, and other entities.

III. PROPOSAL CONTENT:

Proposers shall provide a clear, concise response to this RFQ. In the event of joint proposals between two or more entities, indicate the role that each co-proposer or sub-consultant would perform. City reserves the right to select or choose between co-proposers and sub-consultants. The content of the proposal must be clear, concise and complete. The proposal shall have a cover page with the project title and proposal due date, name, address, and the telephone number of the firm submitting the proposal. The proposal shall include a table of contents with a clear listing of headings and pages. Each section of the proposal shall be tabbed to allow easy reference to key information. The proposal shall include and be tabbed in accordance with the following:

A. Cover Letter

The cover letter shall describe how the proposed delivery of services will be conducted and coordinated with City. It will include the location of the firm's offices and the response time to requests. In addition, the letter shall describe any conditions, constraints, or problems that are unique to the scope of work that may adversely affect either progress of the work, or the accomplishing of the transaction. The cover letter shall identify the team members, including any co-proposers or sub-consultants. The letter shall also indicate the proposer(s)' willingness to enter into the Consulting Agreement which is attached as an Exhibit to the RFQ; or specifically identify those provisions within the Agreement the proposer cannot, or is unwilling to agree to. In addition, please indicate if you have worked with public agencies previously. The letter should be brief (two pages maximum), and include an explanation of any changes to the format or deletions of requested materials.

B. Qualifications

The proposer shall identify the professional team and any other key personnel involved, including sub-consultants and co-proposers it proposes to use in performing the responsibilities required. The proposer shall indicate the primary contact person and principals that will be involved. A brief resume for each person must be included, listing specific qualifications and years of applicable experience representing similar programs in California. Those persons listed will be considered as committed to the project.

C. References

The proposer shall include the name, address, and telephone number of three to five clients for whom similar services have been performed, specifically indicating which member of the proposing team worked for that client. References should be current and relevant to the personnel described in the proposal. Please provide a one line description of services provided with each reference, as well as the team member that provided the services. If you have represented public agencies, identify them accordingly and list the City, contact person and their contact information.

D. Compensation Structure

The total amount of funding available for the program on an annual basis is \$84,000. Services are paid for on a reimbursement basis and require back-up documentation for all expenses. The City submits to the County for reimbursement.

E. Insurance

The proposer shall provide a description of insurance coverage (types of coverage and policy limits, deductible, exclusions, and outstanding claims) maintained by its firm. Any proposer selected to perform the work described in this RFQ will be required to provide evidence of the following insurance, at the sole cost and expense of the selected proposer, for the life of the agreement:

- Comprehensive general liability and property damage insurance with the following coverages: \$1,000,000 per person per occurrence; \$2,000,000 aggregate per occurrence; \$1,000,000 property damage per occurrence

- Automobile liability, including owned, hired, and non-owned vehicles with the following insurance coverages: \$500,000 per person per occurrence; \$1,000,000 aggregate per occurrence; \$100,000 property damage per occurrence
- Workman's Compensation insurance in statutory amount

IV. PROPOSAL EVALUATION CRITERIA:

The proposals received by the City will be evaluated according to the criteria listed below (not necessarily listed in order of importance):

- Specialized experience and technical competence of the proposer (including co-proposers and sub-consultants) considering the: types of service and expertise required; record of performance; and, the strength of the key personnel who will be dedicated to the program.
- Experience in providing home share program administration;
- A willingness and commitment to working closely with Agency staff;
- Organization, presentation, and content of the proposal;
- Willingness to enter into the form of the Consultant Agreement;
- Ability to meet insurance and indemnification requirements; and
- Conformance with the specified RFQ format.

V. RULES FOR PROPOSAL SUBMISSION:

A. Submission

1. Three printed copies of the completed proposal, **with length not to exceed ten pages (exclusive of any attachments)**, must be submitted no later than **5:00 p.m., November 9, 2009** to:

City of Poway Redevelopment Agency
 Tony Winney, Senior Management Analyst
 13325 Civic Center Drive
 Poway, CA 92064

Note: Facsimile or electronic copies will not be accepted.

2. A panel comprised of City staff and a member of the City's Redevelopment Housing and Advisory Committee will review responses meeting the outlined requirements stated in Section IV. **Finalist proposers or teams will be contacted as to schedule an in-person interview at City of Poway offices during the period of November 17-19, 2009.** Only those key individuals who will directly work on the project will be required to attend the interview.

B. Rights / Responsibilities

1. City reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or in part this RFQ if it is in the best interest of City to do so. Subsequent to contract negotiations, prospective proposers may be required to submit revisions to their proposals. All proposers should note that any contract pursuant to this RFQ is dependent upon the recommendation of the City officials and may be subject to the approval of the Poway City Council and/or the Poway Redevelopment Agency, Executive Director and/or City Manager of the City of Poway.

2. If the terms and conditions of the negotiated contract with the successful proposer are breached, the firm(s) shall be subject to a financial penalty and/or payment withholding. The breach of a contract may serve as a basis for termination of the contract and/or preclude the firm(s) contracting with City for a period of three years.

To preserve the integrity of the selection process, **questions regarding this RFQ should be directed only to the City of Poway.** Should you have any questions, please contact Tony Winney, Senior Management Analyst, at (858) 668-4552 or twinney@ci.poway.ca.us.

Thank you for your interest.

STANDARD AGREEMENT FOR CONSULTANT SERVICES

This Agreement, entered into this ____ day of _____, 20__, by and between the POWAY REDEVELOPMENT AGENCY (hereinafter referred to as "Agency") and _____ (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Agency desires to obtain the services of a private consultant to perform

_____; and

WHEREAS, Consultant is a(n) _____ consultant and has represented that Consultant possesses the necessary qualifications to provide such services; and

WHEREAS, Agency has authorized the preparation of an agreement to retain the services of Consultant as hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT AGENCY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

1. Scope of Services.

Consultant shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

2. Compensation and Reimbursement.

Agency shall compensate and reimburse Consultant as provided in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

3. Term of Agreement.

The term of this Agreement shall be as described on Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

4. Termination.

This Agreement may be terminated with or without cause by Agency. Termination without cause shall be effective only upon 60-day written notice to Consultant. During said 60-day period Consultant shall perform all consulting services in accordance with this Agreement. This Agreement may be terminated by Agency for cause in the event of a material breach of this Agreement, misrepresentation by Consultant in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by Agency. Termination for cause shall be effected by delivery of written notice of termination to Consultant. Such termination shall be effective upon delivery of said notice.

5. Confidential Relationship.

Agency may from time to time communicate to Consultant certain information to enable Consultant to effectively perform the services. Consultant shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of Agency. Consultant shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Consultant, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Consultant without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to Consultant by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Consultant shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of the Agency. In its performance hereunder, Consultant shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Office Space and Clerical Support.

Consultant shall provide its own office space and clerical support at its sole cost and expense.

7. Covenant Against Contingent Fees.

Consultant declares that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, Agency shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or

consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

8. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement shall be the property of Agency and shall be delivered to Agency by Consultant upon demand.

9. Conflict of Interest and Political Reform Act Obligations.

During the term of this Agreement Consultant shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the Agency or the City of Poway. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the Agency in which the Consultant has a financial interest as defined in Government Code Section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Agency.

“Consultant” means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the Agency to enter into, modify, or renew a contract provided it is the type of contract that requires Agency approval;
5. Grant Agency approval to a contract that requires Agency approval and to which the Agency is a party, or to the specifications for such a contract;
6. Grant Agency approval to a plan, design, report, study, or similar item;
7. Adopt, or grant Agency approval of, policies, standards, or guidelines for the Agency, or for any subdivision thereof; or

(B) Serves in a staff capacity with the Agency and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the Agency that would otherwise be performed by an individual holding a position specified in the Agency’s Conflict of Interest Code.

DISCLOSURE DETERMINATION:

- ☐ 1. Consultant/Contractor will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. No disclosure required.
- ☐ 2. Consultant/Contractor will be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. As a result, Consultant/Contractor shall be required to file a Statement of Economic Interest with the City Clerk of the City of Poway in a timely manner as required by law.

DEPARTMENT DIRECTOR

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which Agency, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Maintenance of Records.

Consultant shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement, for inspection by Agency and copies thereof shall be furnished, if requested.

12. Independent Contractor.

At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the City of Poway or Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, Agency shall not have the right to control the means by which Consultant accomplishes such services.

13. Licenses, Permits, Etc.

Consultant represents and declares to Agency that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Consultant represents and warrants to Agency that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Consultant to practice its profession.

14. Consultant's Insurance.

Consultant shall provide insurance as set forth in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

15. Liability.

Notwithstanding any other provision contained in this Agreement, Consultant shall be responsible for all injuries to persons and for all damage to real or personal property of Agency or others, caused by or resulting from the wrongful act or negligent acts, errors, or omissions of itself, its employees, or its agents during the progress of, or in connection with, the rendition of services hereunder. Consultant shall defend (with legal counsel reasonably acceptable to the City), hold harmless and indemnify Agency, and all officers and employees of City and Agency from all costs and claims for damages to real or personal property, or personal injury to any third party, including reasonable attorney fees resulting from the negligent performance of Consultant, its employees, or its agents, under this Agreement.

16. Consultant Not an Agent.

Except as Agency may specify in writing, Consultant shall have no authority, expressed or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, expressed or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

17. Personnel.

Consultant shall assign qualified and certified personnel to perform requested services. The Agency shall have the right to review and disapprove personnel for assignment to Poway projects.

Agency shall have the unrestricted right to order the removal of any person(s) assigned by Consultant by giving oral or written notice to Consultant to such effect.

Consultant's personnel shall at all times comply with Agency's drug and alcohol policies then in effect.

18. Notices.

Notices shall be given as described on Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

19. Arbitration.

In the event of a dispute between Agency and Consultant concerning the terms of this Agreement or its performance, the parties agree to submit such dispute to arbitration before the American Arbitration Association or other mutually acceptable arbitrator. In the event that the subject of such arbitration is compensation claimed by Consultant in the event of termination, Consultant's damages shall be limited to compensation for the 60-day period for which Consultant would have been entitled to receive compensation if terminated without cause. In the event of arbitration, each party shall bear its own attorneys' fees and costs incurred.

20. Gender.

Whether referred to in the masculine, feminine, or as "it," "Consultant" shall mean the individual or corporate consultant and any and all employees of consultant providing services hereunder.

21. Entire Agreement.

This Agreement shall constitute the entire understanding between Consultant and Agency relating to the terms and conditions of the services to be performed by Consultant.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

Dated: _____

POWAY REDEVELOPMENT AGENCY

By: _____

Its: _____

Approved as to form:
Office of the City Attorney

Company Name: _____

Dated: _____

Dated: _____

By: _____

By: _____

Its: Lisa A. Foster, City Attorney

Its: _____

"SPECIAL PROVISIONS"

EXHIBIT "A"

A. Scope of Services.

Consultant agrees to perform consulting services as required by Agency. Consultant shall provide the necessary qualified personnel to perform the services. In performance of the services Consultant shall:

1.

2.

3.

4.

5.

6.

7.

8.

B. Compensation and Reimbursement.

Agency shall pay Consultant a fee as follows: _____

Consultant's fee shall include and Consultant shall be responsible for the payment of all federal, state, and local taxes of any kind which are attributable to the compensation received.

In addition to said consulting fee, Consultant shall be reimbursed for all reasonable expenses, including lodging, telephone, and travel (air, auto, rail) necessarily incurred in performance of the services. Consultant shall bill Agency for such expenses as incurred, referencing this Agreement. All expenses shall be itemized and supported by receipts for amounts in excess of Twenty-Five Dollars (\$25.00). Statements for reimbursement of expenses shall be paid within ten (10) days of approval by Agency. All air travel shall be billed at coach or special fare rates. Only lodging outside San Diego County shall be reimbursable. Consultant shall receive prior authorization for air travel and lodging expenses. All other expenses shall be reimbursed in accordance with Agency's cash disbursement policies in effect at the time incurred.

C. Term of Agreement.

This Agreement shall be effective from the period commencing _____, 20__ and ending _____, 20__, unless sooner terminated by Agency as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Consultant shall return to Agency any and all equipment, documents or materials and all copies made thereof which Consultant received from Agency or produced for Agency for the purposes of this Agreement.

D. Consultant's Insurance.

1. Coverages:

Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

(a). Comprehensive General Liability, including premises-operations, products/completed, broad form property damage, and blanket contractual liability with the following coverages:

General Liability \$ 500,000 per person per occurrence/
 \$1,000,000 aggregate per occurrence
 \$500,000 property damage per occurrence

(b) Automobile Liability, including owned, hired, and non-owned vehicles with the following insurance coverages:

Auto Liability \$ 500,000 per person per occurrence/
 \$1,000,000 aggregate per occurrence
 \$100,000 property damage per occurrence

(c) Consultant shall obtain and maintain, during the life of the Agreement, a policy of Professional Errors and Omissions Liability Insurance with policy limits of not less than \$1,000,000.00 combined single limits, per claim and annual aggregate.

(d) Workers' Compensation insurance in statutory amount. All of the endorsements which are required above shall be obtained for the policy of Workers' Compensation insurance.

2. Endorsements:

Endorsements shall be obtained so that each policy contains the following three provisions:

(a) Additional Insured. (Not required for Professional Errors and Omissions Liability Insurance or Workers' Compensation.)

"POWAY REDEVELOPMENT AGENCY and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with Agency."

(b) Notice.

"Said policy shall not terminate, nor shall it be canceled, until thirty (30) days after written notice is given to Agency."

(c) Primary Coverage.

"The policy provides primary coverage to Agency and its elected and appointed boards, officers, agents, and employees. It is not secondary or in any way subordinate to any other insurance or coverage maintained by Agency."

3. Insurance Certificates:

Consultant shall provide Agency certificates of insurance showing the insurance coverages described in the paragraphs above, in a form and content approved by Agency, prior to beginning work under this Agreement.

E. Notices.

All notices, billings and payments hereunder shall be in writing and sent to the following addresses:

To:

Poway Redevelopment Agency
13325 Civic Center Drive
P.O. Box 789
Poway, CA 92074

To Consultant: