City of Jurupa Valley

Request for Proposals

Local Economic Assistance Program (LEAP)

May 14, 2020

I.   Introduction

The City of Jurupa Valley is issuing this Request for Proposals (RFP) for qualified and experienced consulting firms to submit proposals to assist in the development and administration of a local small business economic assistance program. The mission of the Local Economic Assistance Program (LEAP) program is to utilize Community Development Block Grant (CDBG) funds to provide grants and/or loans to small businesses that meet qualification guidelines established by the Federal Department of Housing & Urban Development (HUD).

The City of Jurupa Valley received a $702,928.00 CDBG-CV allocation as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act that was approved by the United States Congress and the President in late March of 2020. The City intends to make $300,000.00 in funds available to small businesses that qualify to receive funds in accordance with the regulations and guidelines established by HUD. The Local Economic Assistance Program must be operational and able to accept applications from qualifying small businesses by July 1, 2020 or sooner.

II.   City of Jurupa Valley Overview

Incorporated in 2011, the City of Jurupa Valley is the newest city in the State of California. Located in western Riverside County, Jurupa Valley is home to about 108,000 residents. The City provides convenient commuter and logistical access to the I-15 and SR-60 freeways. Additionally, the City is served by the Jurupa Valley/Pedley Metrolink station which provides transportation to and from Los Angeles. The ethnic makeup of the City is approximately 70.7% Hispanic, 21.4% white, and 3.2% Black/African American. The historically rural community is gradually developing to include additional housing, industrial, and commercial retail outlets. Residential neighborhoods offer a variety of housing options, including single-family homes, townhomes, and apartments. A number of new development projects and services are being deployed to increase the overall quality of life in Jurupa Valley. For more information about our City, please visit www.JurupaValley.org.

III.   Outline of Small Business Economic Assistance Program

The Local Economic Assistance Program (LEAP) will help stimulate the local economy in Jurupa Valley by providing emergency grants and/or loans to qualifying small businesses. Local businesses will be encouraged to apply to receive funds from the program to either maintain or provide new

opportunities for employment in businesses experiencing the negative economic effects of the COVID-19 pandemic. The LEAP program will...

- Be created in a manner that meets all legal and regulatory requirements of HUD, CDBG, CDBG-CV, and the City of Jurupa Valley.

- Maintain eligibility guidelines with an emphasis on simplicity and compliance.

- Have an application and program process that respects existing public health directives (ie: social distancing) issued by Federal agencies, the State of California, the County of Riverside, and the City of Jurupa Valley

- Include a reporting and compliance framework for recipient businesses that meets all HUD, CDBG, CDBG-CV, and City of Jurupa Valley laws and regulations.

IV.   Scope of Services

The successful Consult will serve as the City's key resource for establishing and administering the LEAP program. Once established, the Consultant will serve as the primary program manager for the LEAP program. The selected Consultant will be required to:

1. <u>Program Design</u> - Propose a draft framework of the LEAP program to City Staff that meets all Federal, State, and local laws and regulations. The draft framework must facilitate compliance with all legal and regulatory requirements set forth by HUD and the CDBG/CDBG-CV programs. To successfully complete this task, consultant must:

    a. Develop the LEAP program in a manner that satisfies one of the national objectives established by HUD.

    b. Develop a methodology for assessing if an applicant businesses is financially stable enough to continue business operations after a grant and/or loan is received to ensure the performance of all grants and/or loans.

    c. Develop a "public benefit" test that can be used to review certain business applications pursuant to HUD guidelines.

    d. Develop an objective process to ensure that no business applicant has already received COVID-19 related business assistance from other Federal agencies (Small Business Administration, FEMA, etc.).

    e. Develop an objective process to assess whether or not a business applicant intends to use LEAD funds to retain or create new jobs pursuant to HUD guidelines.

    f. Develop a process or procedure for assessing whether or not a business applicant qualifies for certain income-restricted benefits pursuant to HUD guidelines (ie: income lower than 80% area median).

2. <u>Application System Design</u> - Provide City Staff with guidance and advisement related to establishing an application selection system. Potential options to be considered may include, but are not limited to:

    a. Award LEAP funds to qualifying applicants on a first-come, first-served basis.

    b. Award LEAP funds based on a merit-based criteria that applies to all applicants.

    c. Prioritize applicants based on a the nature of the business, the number of employees potentially impacted by LEAP funds, or other criteria permissible by HUD and CDBG/CDBG-CV regulations and guidelines.

3. <u>Administration of Application System</u> - Oversee the LEAP application process. The City expects to receive a high volume of applications and will make the City's website and all other technology resources available to Consultant to facilitate a seamless application process.

4. <u>Technical Review of Applications</u> - Perform an initial technical review of applications based on the LEAP program criteria developed. After the technical review is conducted, the City will perform an additional review before funds are awarded to qualifying businesses.

5. <u>Program Lead</u> - Serve as the primary contact for local businesses and City Staff during the entirety of the LEAP program process, which includes:

    a. Application Period

    b. Application Review Period

    c. Application Award Period

    d. Grant/Loan Performance Period

    e. Grant/Loan Closure Period

    f. HUD Reporting Period

V.   Proposal Requirements & Elements

When preparing your RFP submittal, please address all components listed below. Submit one (1) electronic copy of your proposal to smcgovern@jurupavalley.org by **May 21, 2020 at 3:00 p.m**. The City may request a signed, paper copy of the proposal at a later date. A failure to comply with these requirements may invalidate your proposal.

1. Describe the approach and methodology the Consultant will employ in carrying out each task described in the Scope of Services (Section IV of this RFP).

2. Include any services or resources the Consultant may require from the City of Jurupa Valley to perform the Scope of Services described in the proposal and this RFP.

3. Provide a description of the Consultant's background, qualifications, and expertise in providing the requested or similar service(s) as exemplified by past projects and client contacts.

4. Provide at least three (3) references of past clients for services related to CDBG or municipal local economic development financing programs.

5. Provide a draft timeline and schedule of work to be performed.

6. Provide an itemized list of costs

    a. Name and title of personnel

    b. Monthly payment/hourly rate

    c. Projected number of hours worked on this project

7. Provide other relevant documentation for consideration for this RFP.

VI.   Proposal Evaluation Criteria

To evaluate all proposals received, the City will form a proposal review committee of City staff. The proposal review committee will use the following rating scale to objectively assess all proposals.

Criteria	Points Available	Points Awarded
Proposer's understanding of the Scope of Services as Described in the RFP	10	
Proposer's familiarly with HUD guidelines, laws, and regulations related to the CDBG program	20	
Proposer's level of experience in providing similar services for municipal clients in Southern California	20	
Professional capability of the proposer as illustrated in the proposal submitted	20	
Accessibility of proposer to potential grant/loan applicants (bilingual, availability for on-site meetings, phone, etc.)	10	
Total	80	

VII.   Proposal Submission Instructions:

Proposals <u>must</u> be received by **May 21, 2020 at 3:00 p.m.** Please email one electronic PDF file to smcgovern@jurupavalley.org. The proposal should be addressed to:

<div align="center">

Sean McGovern
Senior Management Analyst
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
Subject: Consulting Services for LEAP Program Consultant

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If you have any questions concerning this RFP, please contact Sean McGovern at (951) 332-664 ext. 249 or via email at smcgovern@jurupavalley.org.

AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND [CONTRACT CONSULTANT] FOR ADMINISTRATION OF THE LOCAL ECONOMIC ASSISTANCE PROGRAM

        THIS AGREEMENT is made and effective as of June [Day], 2020, between the City of Jurupa Valley ("City") and [Contract Consultant], a California [Nature of Corporation] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

        1.   **Term**

        This Agreement shall commence on June [Day], 2020, and shall remain and continue in effect until tasks described herein are completed in accordance with the Scope of Services, but in no event later than June 30, 2020 unless sooner terminated pursuant to the provisions of this Agreement.

        2.   **Services**

        Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

        3.   **Performance**

        Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

        4.   **Payment**

        A.   The City agrees to cause Consultant to be paid monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Quotation for Service, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed [written dollar amount] ($_____) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

        B.   Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council.

        C.   Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of

receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

5.   Suspension or Termination of Agreement Without Cause

A.   The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B.   In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 4.

6.   Default Of Consultant

A.   The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B.   If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he or she shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.   Ownership and Maintenance Of Documents

A.   Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities

related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of two (2) years after receipt of final payment.

B.   Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City Manager, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8.   Indemnification.

Consultant shall defend, hold harmless and indemnify the City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials (collectively "Indemnitees") with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to, Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Claims with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions or Indemnitees.

9.   Insurance Requirements.

A.   Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

1)   Minimum Scope of Insurance. Coverage shall be at least as broad as:

a)   Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

b)   Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

c)	Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

2)	Minimum Limits of Insurance. Consultant shall maintain limits no less than:

a)	General Liability: One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b)	Automobile Liability: One million dollars ($1,000,000) per accident for bodily injury and property damage.

c)	Worker's Compensation as required by the State of California; Employer's Liability: One million dollars ($1,000,000) per accident for bodily injury or disease.

3)	Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed $25,000 unless otherwise approved in writing by the City Manager in his sole discretion.

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

1)	The City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials ("Additional Insured") shall be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2)	For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insured maintained by the Additional Insureds shall be excess of the Consultant's insurance and shall not contribute with it.

3)	Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

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

5)   Each insurance policy required by this clause shall be endorsed to state that the insurer shall endeavor to provide thirty (30) days' prior written notice, by certified mail, return receipt requested, to the City prior to any action to suspend, void, cancel or otherwise reduce in coverage or in limits.

6)   Within one (1) business day following receipt by Consultant of any notice correspondence or notice, written or oral, of an action or proposed action to suspend, void, cancel or otherwise reduce in coverage or in limits of the required insurance, Consultant shall notify City of such action or proposed action.

C.   Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

D.   Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

E.   Modifications. City Manager may, with the consent of the City Attorney, waive the provisions of this paragraph or provided for other forms of insurance as may be necessary to enable the City to receive adequate insurance protection as contemplated in this section.

10.   Independent Contractor

A.   Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B.   No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11.   Legal Responsibilities

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. Confidentiality; Release Of Information

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

B. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

13. Assignment

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. City consents to the use of the sub-consultants described in Exhibit A to this Agreement provided the costs of such sub-consultants shall be borne by the Consultant and shall not exceed the costs described in Paragraph 5 of this Agreement.

14. General Provisions

A. Notices

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (I) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

> To City: City of Jurupa Valley
> 8930 Limonite Avenue
> Jurupa Valley, CA 92509
> Attention: City Manager

To Consultant: [Business Name]
                                      [Address]
                                      [City State Zip]
                                      [Attention]

B.   Licenses. At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

C.   Governing Law; Venue

1)   The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

2)   Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Jurupa Valley. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

D.   Prohibited Interest. No officer, or employee of the City of Jurupa Valley who has participated in the development of this Agreement or its administration shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City Council or City of Jurupa Valley has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-Consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

E.   Entire Agreement. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

F.   Time is of Essence. In carrying out the provisions of this Agreement, both parties acknowledge and agree that time is of the essence.

G.   Authority To Execute This Agreement. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF JURUPA VALLEY

_____
Anthony Kelly, Jr., Mayor

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM

_____
Peter M. Thorson
City Attorney

CONSULTANT

By: _____
    Name: _____
    Title: _____

By: _____
    Name: _____
    Title: _____

[SIGNATURES OF TWO CORPORATE OFFICERS OR CORPORATE AUTHORITY RESOLUTION REQUIRED]

EXHIBIT A

SCOPE OF SERVICES

TASK 1: PROGRAM DESIGN

Propose a draft framework of the LEAP program to City Staff that meets all Federal, State, and local laws and regulations. The draft framework must facilitate compliance with all legal and regulatory requirements set forth by HUD and the CDBG/CDBG-CV programs. To successfully complete this task, consultant must:

A. Develop the LEAP program in a manner that satisfies one of the national objectives established by HUD.

B. Develop a methodology for assessing if an applicant businesses is financially stable enough to continue business operations after a grant and/or loan is received to ensure the performance of all grants and/or loans.

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APPLICATION SYSTEM DESIGN

Provide City Staff with guidance and advisement related to establishing an application selection system. Potential options to be considered may include, but are not limited to:

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B. Award LEAP funds based on a merit-based criteria that applies to all applicants.

C. Prioritize applicants based on the nature of the business, the number of employees potentially impacted by LEAP funds, or other criteria permissible by HUD and CDBG/CDBG-CV regulations and guidelines.

TASK 3: ADMINISTRATION OF APPLICATION SYSTEM

Oversee the LEAP application process. The City expects to receive a high volume of applications and will make the City's website and all other technology resources available to Consultant to facilitate a seamless application process.

TASK 4: TECHNICAL REVIEW OF APPLICATIONS

Perform an initial technical review of applications based on the LEAP program criteria developed. After the technical review is conducted, the City will perform an additional review before funds are awarded to qualifying businesses.

TASK 5: PROGRAM LEAD

Serve as the primary contact for local businesses and City Staff during the entirety of the LEAP program process, which includes:

A. Application Period

B. Application Review Period

C. Application Award Period

D. Grant/Loan Performance Period

E. Grant/Loan Closure Period

F.   HUD Reporting Period

EXHIBIT B

QUOTATION FOR SERVICE