



Renewal Enterprise District (RED)

County of Sonoma | City of Santa Rosa

REQUEST FOR PROPOSALS

Executive Director and Administrative Services for the Renewal Enterprise District Joint Powers Authority

Release Date: May 8, 2023

Original Due Date: June 23, 2023

REVISED Due Date: July 10, 2023

CONTACT INFORMATION
<p>Michelle.Whitman@renewalenterprisedistrict.org (707)477-5653</p>

PART ONE: OVERVIEW

A. Introduction

The catastrophic October 2017 wildfires exacerbated an already critical housing shortage in Sonoma County and caused significant increases in rents and home prices. Following the fires, there was heightened awareness that community-wide economic vitality and increased resiliency is achieved by meeting housing development goals. The Sonoma County Board of Supervisors and the Santa Rosa City Council addressed the problem by employing new and more effective structures to facilitate substantially increased housing production for all income levels. In December 2018 the County and City joined together to form a new Joint Powers Authority -- [the Renewal Enterprise District \(RED\)](#).

The RED works across jurisdictions to attract interest from developers, blend private financing and public funds, and leverage state and federal grant funds to facilitate creation of housing that meets established public policy goals for increased density, access to transit, protection of open space and community separators and improved energy efficiency, climate resilience and affordability.

The RED employs a collaborative approach to grant seeking that has been extremely rewarding, attracting State of California awards exceeding \$82 million. The RED also incubated the design and launch of the [RED Housing Fund \(RHF\)](#), an independently governed 501(c)(3) non-profit loan fund that recently closed escrow on five loans totaling \$15,500,000 for 557 planned infill, multifamily units in five separate projects at all levels of affordability, activating construction of transit oriented, mid to high density, equity centered housing located in appropriately planned areas. The ideal Executive Director will demonstrate the ability to build on this momentum.

B. Services Requested

The RED is pleased to invite you to respond to a Request for Proposals (RFP) for an Executive Director to provide professional and administrative services to realize the vision of regional housing development. The successful Proposer may use housing data, indicators of economic and social well-being, and knowledge of public, private and philanthropic funding mechanisms to develop a Proposal that includes communications, outreach, administration, and fundraising and resource development to drive regional housing production.

This RFP outlines the competitive selection process and the required documentation necessary for the submission of Proposals. All interested Proposers must meet the requirements specified in this RFP. Proposers must have expertise on hand for this project and be ready to maintain the RED's momentum. The RED reserves the right to issue an award under this RFP to a single or multiple Proposer(s), at its sole discretion. If the RED determines that no Proposer meets the needs of the RED, the RED, at its sole discretion, reserves the right to reject all Proposals. The RED estimates a Fiscal Year 2023-24 budget of \$150,000 for Executive Director Professional Services.

Required Scope of Services

Task 1: RED Board Meeting Activities

- a. In consultation with the JPA Board Chair, prepare agendas for up to twelve Board meetings per year
- b. Work with Legal Counsel to update Bylaws and board policies as needed, for Board consideration
- c. Develop an annual Budget for Board consideration
- d. Notice all meetings in accordance with the Brown Act
- e. Staff all meetings and record minutes
- f. Track Board Member trainings and compliance, including filing of Form 700s, and maintain records of trainings and disclosures
- g. Establish and maintain list of RED JPA Board Directors

Task 2: Outreach Meeting Activities

- a. Participate in up to eight Stakeholder Events per year
- b. Notice meetings in accordance with the Brown Act, if applicable
- c. Staff Stakeholder Events and record minutes if applicable
- d. Establish and maintain list of Stakeholder Event attendees

Task 3: Contract and Fiscal Management

- a. Solicit and prepare contracts for JPA Board consideration for RED-related professional services including but not limited to legal counsel, facilitator, auditor, and consultants. Legal review of contracts will be provided by RED legal counsel.
- b. Prepare contracts for technical consultants
- c. Serve as Fiscal Agent, including accounts payable and receivable, financial reporting to Board, and facilitating financial audits
- d. Process checks and payments to be sent through the County of Sonoma and assist with audit preparations.
- e. Maintain insurance for the RED, with requirements as specified by the RED JPA Board.

Task 4: Miscellaneous

- a. File necessary paperwork for the Secretary of State, State Controller, and Local Agency Formation Commission (LAFCO)
- b. Provide and review documents and content for the RED Website, social media, etc., as needed
- c. Prepare and review media advisories
- d. Arrange and participate in Public Workshops as needed
- e. Assist with grant proposals as needed
- f. Maintain all official records of RED and respond to Public Records Act requests as needed
- g. Coordinate legislative advocacy activities as needed
- h. Participate in industry training, workshops, and professional associations as needed
- i. Coordinate meeting schedules and prepare agendas for up to 12 meetings annually with member agency staff
- j. Submit invoices

- k. Provide administrative services to the RED Housing Fund (RHF), including:
 - i. Receive grant funding from various organizations on behalf, or for the benefit of RHF, and disburse such funds to, or at the direction of, RHF pursuant to the terms of the Agreement
 - ii. Timely prepare and submit such reports as providers of Grant Funding may require
 - iii. Procure, obtain, and if applicable, extend insurance coverage provided to RED to RHF, including without limitation, if applicable, general liability coverage and directors' and officers' coverage, and provide evidence of such insurance coverage to RED; provided, that pursuant to Section 5 of the Agreement, RED shall be entitled to retain Grant Funds in the amount of the pro rata cost of providing such coverage to RHF
 - iv. Supervise and assist in the preparation and distribution of RHF's quarterly and annual reports to its stakeholders (including, without limitation, the City of Santa Rosa, the County of Sonoma, and the RED Board of Directors)
 - v. Facilitate, organize, prepare, and distribute materials for meetings of the RHF Board of Directors
 - vi. Oversee record keeping, document archiving, and compliance, including filing of required reports to grantors, and to local, State and federal agencies
 - vii. Facilitate and administer RHF contracts with third parties, vendors, and service providers
 - viii. Assist with general management and administration of RHF, as needed; and
 - ix. Permit RHF to utilize RED office space and equipment, as needed

The ideal candidate will possess the following:

1. Facilitation skills and experience
2. Robust oral and written communication skills
3. Knowledge and demonstrated experience in housing, planning, policymaking and project management
4. Experience with legislative process
5. Experience working with state, county and local governmental entities, multidisciplinary collaboratives, and/or similar efforts with a regional housing approach
6. Demonstrated ability to develop and implement a work plan(s) for project(s) similar to the scope of work desired for this project
7. Demonstrated ability to reach underserved communities
8. Demonstrated track record for writing and submitting successful grant awards

PART TWO: PROPOSAL REQUIREMENTS

A. RFP Cost/No RED Obligation

This RFP does not commit the RED to pay any cost incurred in submission of a response or making any necessary studies or designs for the preparation thereof nor the purchase or any agreement for services in connection with the preparation of a submission. The RED is not obligated to enter into any Agreements as a result of this RFP.

B. Request for Information

Questions concerning this RFP will be accepted until June 2, 2023 and should be directed to: Michelle Whitman, Michelle.Whitman@renewalenterprisedistrict.org, (707) 477-5653.

Any RED response resulting in a change to the RFP will be made in the form of an addendum to the RFP and will be sent to all parties to whom the RFP has been issued and to all parties on the list of registered Proposers.

C. Terms and Conditions of Agreement

The RED reserves the right to negotiate any and all terms of an Agreement for Services (“Agreement”) including length, scope of services, and funding amount. An Agreement with the successful Proposer shall not be binding unless and until it is signed by the authorized representatives of both the RED Board and Proposer.

D. Acceptance or Rejection of Proposals

The RED reserves the right to reject any or all proposals for any reason and to waive any informality or irregularity in any response it deems in its best interest. The RED reserves the right to reject any items or groups of items offered in response to this RFP. The RED may, for any reason, decide not to award a contract as the result of this RFP.

E. Rights to Submitted Material

All proposals, responses, inquiries, or correspondence relating to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under California Law) shall become the property of the RED when received and the entire proposal shall be subject to the public records laws of the State of California except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by California and Federal Law and marked in bold “Confidential.”

The fact that a Proposer marks information in its proposal as “Confidential” does not necessarily mean that the information is exempt from public disclosure. Upon the receipt of a request for public records under the California Public Records Act (Government Code sections 6250, et seq.), the RED will make an independent determination regarding the applicability of exemptions that have been asserted in properly marked proposals. Proposers are cautioned that improperly marked proposals are subject to disclosure in their entirety, without any independent review by the RED and without notice to the Proposer. If a Proposer fails to identify information in a proposal that the Proposer believes is exempt from disclosure, the Proposer waives any future claim that such information is exempt from public disclosure.

Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFP.

F. Estimated Timeline

The following schedule of key dates is subject to change without notice to Proposers.

May 8, 2023	Release Request for Proposals
June 2, 2023	Question Submission Deadline
June 9, 2023	Answers Posted
June 23, 2023	Proposals Due by 4:00 p.m.
July 10, 2023	Revised, Proposals Due by 4:00 p.m.
TBD	Proposer Interviews with the RED Board
TBD	Notice of Intent to Award Contract

G. Submission Requirements

No oral interpretations will be made by the RED to any person or entity as to the requirements of this RFP. All proposals must be submitted in electronic form (emailed, or via internet link) and must be received on or on or before 4:00 p.m. PST on June 23, 2023 at the email address below. Proposals received after the deadline will be rejected. All electronic communications shall be titled in the subject line as Proposal for RED Services.

Submit *one electronic copy* in PDF format of the proposal to:

Michelle Whitman
Michelle.Whitman@renewalentrprisedistrict.org
(707) 477-5653

No proposal will be accepted by oral communication, telephone, facsimile submission. Proposals may be withdrawn prior to the Deadline. The RED reserves the right to postpone the date and time for opening proposals through an addendum to this RFP.

The RED reserves the right to reject any or all proposals for any reason and to waive any informality or irregularity in any response it deems in its best interest. The RED reserves the right to reject any items or groups of items offered in response to this RFP. The RED may, for any reason, decide not to award a contract as the result of this RFP.

Any requirements in the RFP, including the insurance requirements contained in Attachment B, that cannot be met must be indicated in the proposal, with alternative(s) proposed. Proposers must respond to the entire Request for Proposals.

H. Proposal Format and Content

Proposals must be clear, succinct, and not exceed 8 pages, double-sided, of 8 1/2" x 11" paper of no less than 12-point font. Responses must follow the format outlined herein. The RED may reject as non-responsive, at its sole discretion, any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner.

1. **Cover Letter** – Proposals shall include a cover letter that includes the following. A template is included in Attachment A.
 - a. The Proposer’s name or DBA, full mailing address, e-mail address, telephone number, and California Tax Identification Number.
 - b. The name, title, and organization of the individual authorized to bind the proposer into a contract with the RED. All parties signing the Agreement with the RED must be individually liable for the work product even when the areas of responsibility under the terms of the joint venture or association are limited.

2. **Executive Summary** – In a brief narrative, describe the overall approach and plans to meet the requirements of the RFP and provide the scope of services in Part One, Section B.

3. **Qualifications and Experience**
 - a. Provide specific information in this section concerning Proposer's experience and skills providing similar services specified in Part One, Section B of this RFP and how that experience and skills will be used to guide the work of the RED, including building of consensus and creation of a working environment and conditions that support the RED in accomplishing its goals. Examples of completed projects, as current as possible, should be submitted, as appropriate.
 - b. Disclose any debarment or other disqualification as a vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

4. **References** – Provide two (2) letters of support from entities with which the Proposer has collaborated in the past for projects that are similar in nature and scope to this project.

5. **Project Understanding, Approach, and Schedule**
 - a. Proposer shall provide a statement demonstrating understanding of the proposed scope of services and describe its approach in detail in narrative, outline, and/or graph form to accomplishing the scope of services in Part One, Section B.
 - b. A description of each task and deliverable and the schedule for accomplishing each shall be included. The intent of this narrative is to convey to the RED that the Proposer understands the nature of the work and the level of effort necessary to successfully provide the defined services.
 - c. Provide project organization and staffing, including an organizational chart identifying each member of the firm involved with the project. The chart shall show the organizational structure of the team and the specialty or position of each team member.
Note: This criterion is not required for individual consultants submitting a Proposal unless the Proposer intends to use sub-contractors to fulfill the requirements of the Agreement.
 - d. Describe the level of quality control that you recommend for this project. What characteristics define this level of quality?

6. Identification of Subcontractors (if applicable)

Proposers shall identify all subcontractors they intend to use for the proposed scope of services. For each subcontractor listed, Proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform. The RED JPA Board has the right to accept or reject any changes made to the proposed project team members, including the use of subcontractors.

I. Review Process and Evaluation Criteria

RED staff will prescreen all Proposals. The RED Board will review Proposals per specific guidelines and criteria noted in Part One, Section B: Services Requested, and will evaluate and determine the Proposer for which the RED will enter into an Agreement. The RED may request meetings to provide additional clarity from the selected Proposer during the Agreement negotiations period. *The RED reserves the right to rely on information from sources other than the information provided by the Proposers.*

The following selection criteria will be used to evaluate and select a responsible Proposer possessing the ability to successfully perform the desired services under the terms and conditions of the proposed agreement.

The criteria will include, among others, Proposer's integrity, compliance with public policy, record of past performance, and financial and technical resources to provide the requested services, and include:

1. The quality and completeness of the submitted proposed solution.
2. The Proposal clearly addresses the services requested in this RFP.
3. The overall qualifications and experience with similar types of efforts.
4. The professional services methodology to implement and support all aspects identified in the scope of work, including staff expertise and overall experience of staff.
5. The responsiveness to the RFP process, ability to provide references and samples of prior work, and ability and willingness to sign a RED Agreement.

Attachment A – Cover Sheet
Request for Proposals – RED Executive Director and Administrative Support

PROPOSAL COVER SHEET

Proposer Information

Name(s): _____ *Note: Indicate individual(s) with signing authority for the Agreement if approved*
Address: _____
City, State, Zip: _____
CA State Tax Identification Number: _____

Proposal Contact Information

Identify the primary contact person for any questions related to this Request for Proposals Proposal.

Primary Contact: _____ Title: _____
Email: _____ Phone: _____

Agency Acknowledgement of Submission of Request for Proposals Proposal

This Proposal and the information contained herein are true, correct and complete, to the best of my knowledge.

By signing below, Proposer, and if Proposer is operating with a fiscal agent then such fiscal agent or its authorized representative, acknowledges and agrees, that they are a responsible officer or employee of the firm submitting the Proposal, that obligations assumed by submission of Proposal must be fulfilled, and that they have reviewed all responses and information provided by or on behalf of Proposer, and Proposer, and its fiscal agent, if applicable, further agrees under penalty of perjury and other applicable state and federal laws, that all the responses, statements and information provided in this Proposal are true, correct and complete. Proposer further acknowledges and agrees that it is Proposer's duty and obligation to notify the RED immediately, and provide additional information, in the event that any of the information provided becomes outdated, untrue or incomplete due to one or more changes in facts or circumstances at any time prior to award.

Consultant/Firm Name: _____

DATE: _____

Authorized Representative
(Print NAME and TITLE): _____

Signature of Authorized Representative: _____

ATTACHMENT B
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the RED.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the JPA Board for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled

except after prior written notice has been provided to the JPA Board in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:

a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by JPA Board shall be excess of the Consultant's insurance and shall not contribute with it; and,

b. **The JPA Board of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

c.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish JPA Board with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the JPA Board before work commences and must be in effect for the duration of the Agreement. The JPA Board reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.

2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the Proposal of such insurance coverage. Defense costs must be paid in addition to coverage amounts.

3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or JPA Board. Self-insured retentions above \$10,000 must be approved by JPA Board. At JPA Board's option, Consultant may be required to provide financial guarantees.

4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.

5. JPA Board reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.