



CITY OF SANTA ANA

REQUEST FOR PROPOSALS NO. 23-156

FOR

AFFORDABLE HOMEOWNERSHIP OPPORTUNITIES



CITY OF SANTA ANA

KEY RFP DATES: *The schedule below is tentative and subject to change at the discretion of City, with appropriate notice to prospective Proposers.*

Issue Date:

Thursday, October 19, 2023

Deadline for Questions (1st Review):

Friday, November 17, 2023, 4:00 P.M.

Deadline for Questions (2nd Review):

Friday, February 16, 2024, 4:00 P.M.

Proposal Due Date (1st Review):

Friday, December 15, 2023, 4:00 P.M.

Proposal Due Date (2nd Review):

Monday, April 1, 2024, 4:00 P.M.



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EXHIBITS

Exhibits provided herein for Proposers' reference only.

EXHIBIT I – SCOPE OF SERVICES

EXHIBIT II – FEDERAL REGULATIONS

EXHIBIT III – EARLY OUTREACH COMMUNITY MEETING

EXHIBIT IV – CITY OF SANTA ANA REHABILITATION STANDARDS

ATTACHMENTS

A PROPOSER'S CERTIFICATION, PROPOSAL ITEM PRICING

B REFERENCES

C PROPOSER'S STATEMENT

D NON-COLLUSION AFFIDAVIT

E NON-LOBBYING CERTIFICATION

F NON-DISCRIMINATION CERTIFICATION

G SAM.GOV UEI VERIFICATION

H CERTIFICATE REGARDING DEBARMENT, SUSPENSION,

INEGIBILITY AND VOLUNTARY EXCLUSION

I COMMITMENT TO ENTER INTO MOU



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I. BACKGROUND

Incorporated in 1886, Santa Ana, a Charter City, established a Council-Manager form of government in 1952. The City Council is composed of seven members; the Mayor elected at large and six Council members elected by ward, who appoint the City Manager, City Attorney and Clerk of the Council. The City of Santa Ana (City) is a full-service City with a diverse population of approximately 335,000.

The City's eleven agencies provide all the traditional municipal services, as well as water utility, library system, 20-acre zoo, City Jail, Police Department, and contracts with the Orange County Fire Authority for provision of fire services. The City employs 1,178 authorized full-time positions and has an annual citywide budget is \$646 million, including the General Fund budget of \$316 million.

The City of Santa Ana is located 10 miles inland from the Pacific Ocean, 33 miles southeast of Los Angeles and 90 miles north of San Diego. The City, which is the county seat of Orange County, encompasses an area of approximately 27 square miles and is the 11th largest by population in California.

II. OVERVIEW OF PROJECT

The City of Santa Ana (City) is seeking proposals from qualified firms and organizations (Proposers) to provide the development of affordable homeownership opportunities in the City of Santa Ana. Proposed developments may be for acquisition and rehabilitation of eligible properties for ownership housing units; acquisition and conversion of non-residential property to ownership housing units; and/or new construction of housing units for ownership housing. In particular, the City is interested in projects that will provide affordable homeownership opportunities.

In order to meet the City's goals, the City is soliciting proposals for the development of affordable homeownership projects from developers who are experienced, very knowledgeable of affordable housing programs and its requirements, financially creative and capable of developing, managing and maintaining high quality housing.

The term "Vendor", "Proposer", and "Contractor" shall refer to any legal entity or entities submitting a proposal in response to this Request for Proposals (RFP).

III. SCOPE OF SERVICES

SEE EXHIBIT I – SCOPE OF SERVICES

Usage is not guaranteed. Execution of an agreement between the City and successful firm(s) and/or individual(s) does not guarantee work throughout the duration of the contract period. Numerous factors will be evaluated by the City in its delivery of project and assignments, including technical expertise required.

IV. TERM OF AGREEMENT

The anticipated term of a pre-loan commitment ("Agreement") is for an initial period of two (2) years. The City may, at its sole discretion, extend the pre-loan commitment with the same or more limited scope of required services for two (2) additional one (1) year periods, upon mutual



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agreement contingent upon City Council approval, or City Manager or City Attorney authorization, as appropriate. The total term of the awarded pre-loan commitment shall not exceed five (5) years.

V. **MINIMUM QUALIFICATIONS**

In order to meet the City's goals, the City is soliciting proposals for the development of affordable homeownership projects from developers who are experienced, very knowledgeable of affordable housing programs and its requirements, financially creative and capable of developing, managing and maintaining high quality housing.

Proposers shall have a minimum of five (5) years recent experience in the development of affordable housing projects similar to their proposed project.

The selected developer must have a demonstrated history of working cooperatively with surrounding neighborhoods in all phases of project development. Both nonprofit and for-profit developers are eligible to apply, either individually or in partnership with other entities. Developers who can demonstrate the capability to make other funds a significant part of the financing mix for their proposed project will score higher in the selection process than those who cannot.

VI. **RESPONSE TO RFP**

A. SUBMITTAL INSTRUCTIONS

It is the responsibility of the Proposer to ensure that any proposals submitted have been uploaded to PlanetBids prior to the RFP due date and time. Proposals, including all required sections and forms, shall be submitted electronically via the City's Bid Management System, PlanetBids. No other form of submittal will be accepted.

PlanetBids will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from PlanetBids indicating that their proposal was submitted successfully. The City will only receive and consider those proposals that were transmitted successfully. Submit proposal online at:
<http://www.planetbids.com/portal/portal.cfm?CompanyID=20137>.

Proposers shall be solely responsible for informing themselves with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the bid submission process may contact PlanetBids at (818) 992-1771. Questions of an operational nature may be directed to the City's assigned Buyer. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

In addition to the above electronic submission instructions, one USB flash drive containing a copy of the complete proposal packet and seven (7) hard copies must also be submitted. Please see paper submission instructions at Section VI RESPONSE TO RFP for more information.

Proposals shall NOT be sent via telegraphic, electronic, or facsimile means.



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All notifications, updates and addenda will be posted online on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

B. COMMUNICATION / CONTACT WITH CITY STAFF

Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are only to communicate with the assigned Project Coordinator(s), and no other City staff about this RFP from the date this RFP is issued until a contract is awarded. The City will provide all official communication concerning this RFP in writing via the City's Bid Management System, PlanetBids.

The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the designated Project Manager(s).

C. REQUEST FOR INFORMATION OR CLARIFICATION / QUESTIONS

Questions regarding this RFP shall be submitted via PlanetBids. Responses to all questions will be posted on PlanetBids no later than the date and time shown at the schedule of key RFP dates on the cover page of this RFP. All prospective Proposers are advised to visit PlanetBids on a regular basis as responses may be posted earlier than the date above (if applicable). No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

Significant interpretations or clarifications and responses to questions received by the deadline will be addressed via addenda to this RFP, which will be released and posted on PlanetBids under the "Addenda/Emails" tab.

General process questions may be directed to the following:

Jacques Lam
Buyer
Email: JLam@santa-ana.org

D. EXCEPTIONS

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's RFP and/or Contract terms and conditions must be submitted by the deadline for questions. Such requests should include an attachment in Word or PDF format on formal company letterhead that shows the requested modifications. City may reject or strike any requests for exceptions or additional terms and conditions related to Agreement, RFP, and insurance and indemnification terms and conditions.

E. ADDENDA

Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on City's PlanetBids system, <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation.



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F. UNDERSTANDING PROPOSAL

It is the responsibility of each Proposer to inquire about any criteria, condition, term, provision, or requirement of the RFP that the Proposer does not understand. Responses to inquiries, if they significantly change or clarify the RFP requirements or any aspect of the procurement process, will be forwarded by addenda to all Proposers. The City will not be bound by any oral responses to inquiries. By submitting proposals, Proposers assert that they have fully read the RFP and any addenda issued by the City, the proposed Contract and any other Contract Documents, and affirm that the terms and conditions stated therein are fully understood and are acceptable to the Proposer. Each Proposer accepts the terms and conditions of the Contract Documents and indicates their ability and willingness to perform the requested services under such terms and conditions. Any exceptions to the terms and conditions set forth in the Contract Document shall be submitted to the City by the deadline to submit requests for information or clarification/questions set forth herein.

G. PROPOSAL CONTENTS

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Digital dividers and clear organization of content and material are encouraged.

All proposal submissions shall be on 8-1/2" x 11" white paper.

1. Statement of Qualifications (SOQ)

SOQ must include a Table of Contents and be limited to a **maximum of 25 pages** (excluding City's required Certifications listed in Section VIII below; Proposal Cover Letter, section dividers, table of contents, front/back cover pages). The page limitation includes all appendices, attachments, and supplemental information. Additionally, SOQ must include the following:

a. Cover Letter

Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include type of business entity. Cover Letter shall not exceed one page.

Cover letter must be addressed to the following City Project Manager:

Claudia Fernandez-Shaw, Housing Programs Analyst
City of Santa Ana – Community Development Agency
20 Civic Center Plaza, Sixth Floor
Santa Ana, CA 92701

b. Services Provided

A description of proposed services to be provided and how they meet the needs of the City as described in **Section III – Scope of Services** (Above).

c. Firm and Team Experience

Proposal shall include a profile of the firm's experience including the following:

- i. **Developer Team.** An organizational chart showing lines of responsibility, as well as a list of team members and their duties as part of the team. If the developer is a nonprofit corporation, or if a nonprofit is one of the team



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members, the SOQ must include documentation that the corporation is certified by the U.S. Internal Revenue Service as a 501(c)3 tax exempt non-profit corporation, and is in good standing with both state and federal compliance. If the developer is a Community Housing Development Organization (CHDO), the SOQ must include documentation that the developer can be certified as a CHDO for the City of Santa Ana. The Developer needs to identify if any contractor(s) and/or subcontractor(s) are a subsidiary to any member of the development team.

- ii. **Developer Experience.** A narrative describing recent affordable homeownership residential development experience, with an emphasis on experience gained in the last five years on projects similar to the one being proposed.

- Include project name and type (special needs, senior, large family, etc.), project address, developer team members, unit count and bedroom type, affordability requirements, and funding sources in your description.
- Include a description of your experience doing community outreach and capacity including resources, staffing, and available funding.

- iii. **Financial Capacity.** Description of the developer's financial strength and ability to obtain project financing, and to provide sufficient equity for the successful completion of the proposed project.

- Include a description of current relationships with major lending institutions.

Any developer that is selected for recommendation to City Council, or if a partnership, the team members who will retain an ownership interest in the project, will be required to submit complete financial statements for the last three years. Because of the possibility of public records requests, the City cannot guarantee that these statements will remain confidential.

- iv. Resumes for all key staff proposed describing relevant experience.

- d. **Proposed Work Plan**

Proposal shall include a statement demonstrating the firm's understanding of the Scope of Services.

Additionally, proposed work plan shall include Proposers':

- i. **Project Description.** Detailed and concise narrative describing the proposed project, including at a minimum and as appropriate the development concept for the site or a description (with photographs) of the building to be acquired or developed, proposed building square footage, number of units and bedrooms per unit, total parking spaces, proposed ingress and egress, proposed affordability levels, any special needs groups or target population to be served, and amenities to be provided onsite. If there will be a Homeowner's Association (HOA), describe in detail how the HOA will be



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managed and provide the name of the proposed Management Company. Please make sure to include the following:

- Narrative description of the project and conceptual site plans if available.
 - Site size and location.
 - Total gross building area (GBA), as well as a breakdown of:
 - Residential GBA;
 - Circulation/Common Area GBA; and
 - Retail GBA (if applicable).
- Residential unit mix:
 - Number of units of each bedroom type by affordability level;
 - Unit square footage by bedroom type; and
- Common area amenities to serve the residential development.
- List of anticipated retail tenants (if applicable).
- Parking:
 - Total number of spaces proposed;
 - Number of spaces dedicated to the residential uses; and
 - Number of spaces dedicated to other uses.
 - Number and square footage of parking spaces provided by type:
 - Above-ground;
 - Surface; and
 - Subterranean.

For all projects, the narrative must also address site control, current zoning and any required zoning changes, anticipated development costs, City funds required, requested City loan terms, developer access to additional funds required for the project, and proof that the property is under contract. A site map showing the project's location should accompany this narrative.

- ii. Development Pro Forma. Identify the sources and uses of all funds necessary to complete the project. The pro forma should identify important underlying assumptions applicable to the proposed project. The cost estimates in the Sources and Uses budget should assume the payment of Davis-Bacon prevailing wages, compliance with the City's Community Workforce Agreement, and relocation benefits, if applicable. The pro forma must include a calculation of the return on investment to the developer. Please make sure to include the following, if applicable:

- Land Costs:
 - The property assemblage costs should include the following if applicable: acquisition costs, relocation costs, demolition costs, and closing costs. The developer should include an appraisal and the proposed purchase and sale agreement (if available).
- Construction Costs:
 - Identify whether the direct cost estimate reflects a premium for labor requirements, including State of California



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- prevailing wages, Davis-Bacon wages, and compliance with the City's Community Workforce Agreement.
- Provide a direct construction cost breakdown (include a contractor's detailed estimate, if available) that disaggregates the following information:
 - Off-site improvements;
 - On-site improvements;
 - Parking costs;
 - Residential shell costs;
 - Community room/office space costs;
 - Commercial space shell costs;
 - Commercial space tenant improvement costs;
 - General conditions;
 - Contractor fees; and
 - Direct cost contingency allowance.
 - Provide a breakdown of the project's indirect costs such as:
 - Architecture, engineering and consulting fees;
 - Public permits and fees costs including all city fees, school district fees, impact fees and any other fees that would be assessed on the projects;
 - Taxes, legal and accounting costs;
 - Insurance costs;
 - Marketing costs;
 - Development management fee; and
 - Indirect cost contingency allowance.
 - Provide the following financing cost information:
 - Predevelopment/bridge loans (loan amounts, interest rates, length of term and projected average outstanding balance of loan funds during predevelopment/construction);
 - Construction loans (loan amounts, interest rates, length of term and projected average outstanding balance of loan funds during predevelopment/construction);
 - Loan fees;
 - Amount of cash equity contribution and the return requirement on these funds during the construction period;
 - Capitalized reserves.
 - Provide the proposed sales prices for the units.
 - Financial Parameters
 - Equity contribution:
 - Quantify the equity contribution to be provided with cash during construction, and the amount of cash equity that will be left in the project on a permanent basis.
 - Identify the funding source that will be used to refund any construction period equity that is to be returned to the developer upon the completion of construction.
 - Define the preferred return requirements applied to the cash equity funds provided to the proposed project.
 - Describe the other proposed governmental subsidies (City



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of Santa Ana, etc.). If assuming a competitive funding source, provide an estimate of how the project scores in the identified funding competitions.

- Describe the terms under which any deferred developer fee will be repaid.
- Public Assistance Terms
 - Identify any responsibilities that will be requested of the City of Santa Ana.

iii. Community Inclusion.

- Describe how neighborhood input was solicited and utilized in the development of your proposal. Specifically, provide a description of any community outreach efforts that you undertook to inform the development of your proposal, including early outreach meetings with local stakeholders, outreach to the Santa Ana Unified School District, engagement with local neighborhood associations, letters of support requested or received from local community groups, and any commitment to donate a portion of your developer fee to a project or initiative in the surrounding neighborhood.
- Provide details on the development team's community outreach strategy for the project. Describe the steps you will take after approval of your pre-loan commitment letter to ensure maximum feasible participation of local low-income residents and businesses in the development of the project. Describe how the project will be developed and operated so as to ensure compliance with all relevant components of the Americans with Disabilities Act. Please refer to the Community Outreach Guidelines in Exhibit I for additional guidance.

iv. Proposed Development Schedule. Taking as a starting point City Council approval of the pre-loan commitment letter, provide a proposed development schedule that includes the following milestones at a minimum: site acquisition, additional required loan commitments and funding from all other funding sources, zoning change approvals (if necessary), preparation and approval of construction plans, start of construction, completion of construction, and sale of the units.

v. Current Tenants. Provide a listing of all tenants currently residing in the units, if applicable.

2. Cost Proposal

Projected Sales Prices. Please include the following information related to proposed market rate and affordable sales prices:

- Market Rate Sales Prices:
 1. Provide the proposed market sales prices for each unit type;
 2. Include evidence that the market rate sales prices shown in the pro forma are reasonable and achievable. Please include a preliminary market study analysis that demonstrates that the sales prices are achievable.



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- Affordable Sales Prices:
 1. Provide the proposed affordable sales prices for each proposed income level by unit bedroom type.
 2. Provide the assumptions utilized for the affordable sales price calculations including:
 - i. Proposed income limits;
 - ii. Utility allowances;
 - iii. HOA, insurance and maintenance allowances; and
 - iv. The Interest rate assumed for the homebuyer first trust deed mortgages.

- 3. Rules for Proposals

The signer of the proposal must declare in writing that the only person, persons, company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and, that the signer of the proposal has full authority to bind the proposer.

- 4. References

Include a list of at least three references from public agency partners and professional lenders/investors with full names, contact information, and identification of the project(s) worked on.

- 5. Number of Proposal Copies and Signature

In addition to the online submittal of proposals by the deadline specified on the cover page of this RFP, one USB flash drive containing a copy of the complete proposal packet and seven (7) hard copies of Respondent's proposal shall be signed by a company official with the authority to bind the company and mailed or delivered in a sealed envelope or box to the address shown below. Additionally, one (1) copy of your Proposal must be submitted electronically to PlanetBids (see Section A – Submittal Instructions).

Sealed envelope or box with proposal documents shall be clearly labeled as follows:

RFP 23-156 FOR AFFORDABLE HOMEOWNERSHIP OPPORTUNITIES

Proposers shall submit proposal documents in a sealed package to the address shown below:

**City of Santa Ana – Finance & Management Services (M16)
Attn: Jacques Lam
20 Civic Center Plaza
Santa Ana, CA 92701**

NOTE: Electronic, paper/hard copies, and USB flash drive must all be submitted to the City as specified above by the deadline to submit proposals. No exceptions shall be made.



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VII. PROTEST PROCEDURES

Only respondents who have actually submitted a proposal may file a “protest” to an RFP with the City’s Purchasing Department. In order for a Proposer’s protest to be considered valid, the protest must:

1. Be filed in writing before 5:00 p.m. of the 5th business day following the posting of RFP Results/Notice of Intent to Award on the City’s online bidding system;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City’s Purchasing Manager, or other designated City staff member, shall review the basis of the protest and all relevant information. The decision from the Purchasing Manager, or her/her designee, is final and no further appeals will be considered.

VIII. CERTIFICATIONS (ATTACHMENTS)

In addition to the SOQ, Narrative/Technical Proposal, and Cost Proposal, the following forms, included in this RFP, shall be signed and included as part of the proposal submittal package:

- Attachment A: Proposer’s Certification
- Attachment B: References
- Attachment C: Proposer’s Statement
- Attachment D: Non-Collusion Affidavit
- Attachment E: Non-Lobbying Certification
- Attachment F: Non-Discrimination Certification
- Attachment G: SAM.gov UEI Verification
- Attachment H: Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Attachment I – Commitment to Enter into Memorandum of Understanding with the Santa Ana Work Center

The proposal must be completely responsive to the RFP. Incomplete proposals will be deemed as nonresponsive and will be rejected. The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any commitment will be awarded pursuant to this RFP or otherwise.

PLEASE NOTE: City will not waive notarization requirement when applicable on any of the required attachments.



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IX. REFERENCES

Contractor shall provide three (3) references from other similar public agencies for which services similar to those specified in this RFP have been performed, including contact names and telephone numbers. Use **ATTACHMENT B – References**. The respondent grants permission for the City to contact any individuals listed as references.

City may disqualify a Proposer if:

- References fail to substantiate Proposer's description of services and deliverables provided; or
- References fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel, or
- City is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact(s) of normal City working hours.

X. MINIMUM SCOPE AND LIMIT OF INSURANCE

The selected Proposer shall provide the required evidence of insurance coverage prior to undertaking performance of any work authorized under the pre-loan commitment. Contractor must maintain, for the duration of the pre-loan commitment, insurance coverages as required by the City.

Certificate Holder must be addressed as follows:

City of Santa Ana
Risk Management Division
20 Civic Center Plaza
Santa Ana, CA 92702

Additionally, Contractor shall provide the following insurance coverage:
Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$2,000,000** per accident for bodily injury and property damage.
- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.



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Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor'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, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years* after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor



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must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

XI. SELECTION PROCEDURES & CRITERIA

- A. The RFP Process will be open ("Open RFP Process") and provide sufficient time for applicants to identify an eligible site and complete and submit a proposal in response to the RFP announcement. The first review of proposals will be December 15, 2023 and second review of proposals will be April 1, 2024. After each deadline, staff shall review any Proposals to determine if the minimum Program and RFP Process requirements are met (minimum threshold review). Proposals that do not meet the minimum threshold review will be considered non-responsive. If the Proposal meets the minimum threshold review, staff will form a Review Panel. The Review Panel for the RFP Process will consist of at least one employee from the City of Santa Ana Public Works Agency, Planning and Building Agency, and Community Development Agency, and one outside agency or government entity. If an employee is not available in one City Agency, a second employee may be requested from one of the other two departments so long as there are at least two of the three City Agencies represented on the Review Panel.
- B. Using the scoring and selection criteria provided in the RFP, the Review Panel shall determine whether the proposal is recommended for an award in the form of a pre-loan commitment. Using the scoring and selection criteria, the Review Panel shall review the design of the proposed project for appropriateness for the proposed target group, compatibility with surrounding uses, cost effectiveness of construction, and appropriateness of the design and construction for low maintenance and long term durability. If the Review Panel determines, in its discretion, that the proposal may be recommended for approval, the Housing Division shall request an underwriting and subsidy layering review by a real estate advisor selected by the City of Santa Ana and paid for by the Proposer. The real estate advisor shall confirm the underwriting for the project, the financial gap, and other programmatic requirements related to the funding sources. If the Review Panel determines that the proposal will not be recommended for approval or an award of funds, the Proposer will be notified in writing of the decision and the result will be published in the Housing Division Quarterly Report.



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C. The Review Panel will evaluate proposals based on the response to the RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth below.

D. Proposers will be ranked by the Review Panel based on the following criteria:

CATEGORY	POINTS
1. LEVEL OF AFFORDABILITY AND TARGET POPULATION (MAX. 25 POINTS)	
Project significantly increases affordable homeownership opportunities for large families (three- and four- bedroom units)	10
Project provides at least 50% or more of the units for low-income families at 80% Area Median Income (possible points passed on a tiered scoring – 10 pts. For 120% Area Median Income, 5 pts.)	10
Project increases affordable housing opportunities for specific populations including, but not limited to, veterans, teachers and police officers and families, and persons with a disability	5
2. TIMELINESS TO BUILD NEW HOUSING (MAX. 20 POINTS)²	
Project has demonstrated site control	7
Project is zoned appropriately	5
Project does not have any other site-related issues	5
Project aligns with the City's Housing element, Strategic Plan, and/or 5-Year Consolidated Plan	3
3. SALES EXPERIENCE AND SKILLS (MAX. 15 POINTS)	
Project is energy efficient and incorporates green-building techniques	6
Applicant's ability to income qualify prospective homebuyers in compliance with all applicable affordability requirements	3
Applicant's past experience in the sale of affordable units	3
Applicant's capacity and ability to quickly sell completed units	3
4. DEVELOPER EXPERIENCE AND SKILLS (MAX. 20 POINTS)	
Applicant's experience in obtaining additional financing	5
Applicant's capacity and ability to obtain entitlements	5
Applicant's overall past and projected effectiveness to provide affordable homeownership housing	5
Applicant's past and projected effectiveness to manage the construction process and stay on schedule	5
5. LEVERAGING OF CITY FUNDS (MAX. 5 POINTS)	
Applicant's potential or capacity to obtain additional financing for this project	5
6. ANTICIPATED FINANCIAL PARAMETERS (MAX. 10 POINTS)	
Project's proposed development costs are reasonable and comparable	5
Project's proposed sales prices are realistic	5
7. COMMUNITY INCLUSION (MAX. 5 POINTS)	
Project demonstrates how neighborhood input was solicited and utilized in the development of the proposal including any community outreach efforts; or project provides details on the development team's community outreach strategy for the project.	5
BONUS POINTS: <i>Developer commits to donate a portion of their developer fee to a project or initiative in the surrounding neighborhood</i>	10
TOTAL POSSIBLE SCORE	110



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- E. A final score will be calculated for each submitted proposal and used to rank Proposers. Based upon the foregoing criteria, all proposals shall be ranked by score. Only those proposals receiving a score above 70 will be considered for award. The City reserves the right to award the contract to any proposer(s) with a score above 70. The review committee will evaluate proposers based on their response to the RFP and the City evaluation criteria set forth above.
- F. The City is under no obligation to accept any proposal and reserves the right to negotiate with respondents as to fees and terms. The City may reject proposals at its sole discretion. If proposal fails to satisfy any requirements outlined in this RFP, it may be considered non-responsive and may be rejected.

The City shall not be obligated to accept the lowest priced proposals, but will make awards in the best interests of the City after all factors have been evaluated.

The review committee will recommend the qualified Proposers to the City Council or City Manager for award of contract, as appropriate.

- G. The review committee may invite the proposers to interview. The City reserves the right to seek additional information from any or all Proposers invited to present proposals. A final score will be calculated for each submitted proposal and used to rank Proposers. City reserves the right to begin negotiations and enter into a contract without holding interviews, or further discussions.

XII. WITHDRAWALS

Proposers are responsible for verifying all prices and information before submitting a proposal. Prior to the proposal due date, the Proposer or Proposer's representative may withdraw the proposal by providing written notice of the proposal withdrawal to the City Contact/Project Manager. Verbal or telephonic withdrawals are not permissible.

XIII. GENERAL TERMS AND CONDITIONS

A. AMERICANS WITH DISABILITIES ACT

The awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the awarded Contractor (or any subcontract thereof), relating to this RFP, shall be subject to the provisions of this paragraph.

B. CITY BUSINESS LICENSE

The selected proposer must obtain a City of Santa Ana Business License prior to the execution of a contract and must provide a copy to the Buyer assigned to this RFP. The awarded party shall maintain a current business license throughout the term of the resulting pre-loan commitment. Procedure to obtain a City of Santa Ana Business License is available by contacting the Finance and Management Services, Business Tax Office at (714) 647-5447 or on the City's website: www.santa-ana.org



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C. CITY RIGHT TO REJECT

The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any agreement will be awarded pursuant to this RFP or otherwise. The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

D. CONFLICT OF INTEREST

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the City. This obligation shall apply to the Contractor; the Contractor's employees, agents, and Subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence City staff or elected officers from acting in the best interests of the City.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

No person, firm, or subsidiary thereof who has been awarded this Contract may be awarded a Contract for the provision of services, the delivery of supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of this Contract. Therefore, Contractor is precluded from contracting for any work recommended as a result of this Contract.

E. CONTRACTOR'S EXPENSE

Pre-Contractual Expenses: The City is not liable for any costs incurred by Proposers prior to entering into a formal pre-loan commitment. Costs of developing a response to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. Pre-contractual expenses are not to be included in the cost proposal. Pre-contractual expenses include, but are not limited to, preparation of the proposal, submission of the proposal and additional information, attendance at pre-proposal conference, negotiating any matter related to this RFP with City, and/or any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the contract.

Other Expenses: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on City sites during the performance of work and services under this Contract.

F. CONTRACTOR'S PROJECT MANAGER/KEY PERSONNEL

Except as formally approved by the City, the key personnel identified in Contractor's proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City. The City shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel under the awarded pre-loan commitment. The City shall notify the Contractor in writing of such action. The City is not required to provide any reason, rationale, or additional factual information if it elects to request any specific key personnel be removed from performing services under the awarded contract. The City shall review and approve the appointment of the replacement for the Contractor's personnel. Said approval shall not be unreasonably withheld.



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Standards of Conduct: Contractor's personnel shall be courteous and maintain good working relationships with all stakeholders, state or outside agencies, other team members and staff within the City.

G. DATA RETENTION

Contractor shall be responsible for retaining data, records, and documentation for the preparation of required items. These materials shall be made available to and as requested by City.

All materials, documents, data or information obtained from the City Data files or any City medium furnished to Contractor in the performance of an awarded contract will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of the City. All materials, documents, data or information, including copies, must be returned to the City at the end of the contract.

All data, documents and other products used, developed, or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

H. DRUG-FREE WORKPLACE

The awarded Contractor certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the contract or both, and the Contractor may be ineligible for award of any future City contracts.

I. EXAMINATION

Proposer represents that it has thoroughly examined and become familiar with the services and responsibilities required this RFP and that it is capable of effectively and efficiently performing quality work to achieve the City's objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in relation to this RFP are fully incorporated.

Any irregularities or lack of clarity in the RFP should be brought to the designated City Contact/Project Manager's attention as soon as possible so that corrective addenda may be furnished to prospective Proposers.

Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

J. EXECUTION OF AGREEMENT

Upon successful negotiations, the City and the selected Proposer will enter into a pre-loan commitment. If a Proposer is unwilling or unable to execute a pre-loan commitment within thirty (30) days after being notified of selection under this RFP, the City reserves the right to disqualify them without any further obligation.

K. FEDERAL GRANT CONTRACT PROVISIONS

Proposer must agree to the federal contract provisions outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.



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at 2 CFR Part 200.326. These provisions will become part of the agreement resulting from this bid.

L. FISCAL NONFUNDING CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall retain the right to notify the provider of such occurrence in writing at least thirty (30) days before the end of the current fiscal period and terminate the pre-loan commitment on the last day of the current fiscal period without penalty or expense to the City.

M. JOINT OFFERS/SUBCONSULTANTS

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime sub-consultant basis. The City intends to contract with a single firm, also known as the prime, and not with multiple firms doing business as a joint venture. Should the use of sub-consultants be offered, the Proposer shall provide the same assurances of competence for the sub-consultant plus the demonstrated ability to manage and supervise the subcontracted work. Sub-consultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the pre-loan commitment shall apply to all sub-consultants in the same manner as the Proposer. The proposer is responsible for all the actions taken by their sub-contractor.

The City reserves the right to reject, replace and approve any and all Subcontractors. All Subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any proposed Subcontractor(s). Subcontractors shall be the responsibility of the prime Contractor and the City shall assume no liability of such Subcontractors.

N. INDEPENDENT CONTRACTOR

Contractor is considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor will be considered an agent or an employee of City. Neither Contractor, its employees, nor anyone working under Contractor, will qualify for workers' compensation or other fringe benefits of any kind through City.

O. JOINT OFFERS/SUBCONSULTANTS

Where two or more Proposers desire to submit a single Proposal in response to this RFP, they should do so on a prime sub-consultant basis. The City intends to award funds to a single firm and not with multiple firms doing business as a joint venture. Should the use of sub-consultants be offered, the Proposer shall provide the same assurances of competence for the sub-consultant plus the demonstrated ability to manage and supervise the subcontracted work. Sub-consultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-consultants in the same manner as the Proposer.

The City reserves the right to reject, replace and approve any and all Subcontractors. All Subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any proposed Subcontractor(s). Subcontractors shall be the responsibility of the prime Contractor and the City shall assume no liability of such Subcontractors.

P. LITIGATION STATUS

Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any



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other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

Q. NEGOTIATIONS

The City reserves the right to negotiate final pre-loan commitment terms with any Proposer selected. The pre-loan commitment between the parties will reference the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed pre-loan commitment, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

R. OWNERSHIP OF DOCUMENTS

The City has permanent ownership of all directly connected and derivative materials produced under this contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the City and may be used by the City as it may require without additional cost to the City. Contractor shall provide the City copies of documents upon its request at any time. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the City.

S. PARKING

The City will not provide free parking and/or reimbursement for the cost of parking while providing services and conducting business with the City.

T. PROFESSIONAL STANDARDS

Contractor staff shall be courteous to the public and City staff utilizing facilities where Contractor is performing work, but shall be responsive only to the requests of the City's Project Manager or designee. Contractor staff shall direct all inquiries to Project Manager or designee.

Contractor acknowledges that City locations consist of public-use facilities and recognizes the obligation to ensure Contractor personnel and agents maintain the highest level of professional standards in attire, decorum, and interaction with the public and City personnel.

U. PROJECT MANAGER

The selected Proposer will assume responsibility for all services in its proposal. The selected Proposer shall identify a sole point of contact, Project Manager, with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

V. PROPOSAL VALIDITY

Services, pricing, and warranties indicated in a Proposer's Proposal must be valid for a period of 180 days at minimum after the submission of the Proposal.



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W. PUBLIC AGENCIES

Other public agencies, as defined by California Government Code Section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent contract between Contractor and another public agency.

X. PUBLIC RECORDS

Proposals will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

Y. SUBCONTRACTORS

Proposals in response to this RFP must identify any Subcontractors, and outline the contractual relationship between the Awarded Subcontractor and each Subcontractor. An official of each proposed Subcontractor must sign, and include as part of the proposal submitted by the Prime Contractor, a statement to the effect that the Subcontractor has read and will agree to abide by the awarded Contractor's obligations. Any Subcontractor proposed after award of contract must be approved by the City before commencement of work.

The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all Subcontractors.

Z. UNIQUE ENTITY ID

A SAM.gov registration is required for any entity to bid on and receive payment for federal contracts or to receive federal funds. These include for-profit businesses, nonprofits, government contractors, government subcontractors, state governments, and local municipalities.

AA. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Developer shall indemnify, defend and hold harmless City, Authority, its officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Contract (including, without limitation, defects in workmanship and/or materials) or Developer's presence or activities conducted performing the work (including the negligent and/or willful acts, errors and/or omissions of Developer, its principals, officers, agents, employees, vendors, suppliers, contractors, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable for any or all of them). Notwithstanding the foregoing, nothing herein shall be construed to require Developer to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of the Agreement. This indemnity shall apply to all claims and



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liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Developer.

BB. TERMINATION

In the event Developer fails or refuses to timely perform any of the provisions of the pre-loan commitment in the manner required, or if Developer violates any provision of the pre-loan commitment, Developer shall be deemed in default. City shall provide written notice of such default to Developer's Project Manager. Developer shall cure said default within a period of two (2) working days. If such cure is not completed in a timely manner, City may assess liquidated damages or terminate the Agreement forthwith by giving written notice to Developer's Project Manager. City may, in addition to the other remedies provided in the pre-loan commitment or authorized by law, terminate this pre-loan commitment by giving written notice of termination. Developer shall be responsible for all costs incurred by City, including replacement costs of equipment and labor required to provide service during Developer's default.

CC. DEVELOPER OPTION FOR TERMINATION

The Developer may request termination of the contract when conditions during the contract make it impossible to perform or when prevented from proceeding with the contract by act of God, by law or official action of a public authority or in the event on nonpayment by the City or Authority. Such request will require one-hundred and eighty (180) days written notice prior to contract termination date requested. In the event of nonpayment of undisputed sums by the City and/or Authority, Developer shall give the City and/or Authority thirty (30) working days to cure the alleged breach.

DD. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Developer shall perform all requirements under the contract in strict observance of and in compliance with all applicable environmental, traffic, safety and any other laws, regulations, ordinances, codes and any other legislative or statutory requirements.

Developer warrants that the performance of services under the contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of the contract.

EE. FINES

The Developer shall be liable for all violation fines levied against the City and the Authority by State or Federal Agencies and the Courts.

FF. EMPLOYMENT OPPORTUNITIES FOR SANTA ANA RESIDENTS

Developer shall solicit and advertise employment opportunities to Santa Ana residents. The City shall inform the Developer of areas to publicize recruitment opportunities, such as the Santa Ana WORK Center and community centers. Such effort and procedure will be provided to the City for review.

XIV. AWARD OF AGREEMENT

Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final pre-loan commitment terms.



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XV. IMPLEMENTATION

A. KICK-OFF MEETINGS

The successful proposer will be required to meet with City staff prior to commencement of services or at any time as required by the City, to discuss and agree on operational issues including transition of services and scheduling.



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EXHIBIT I

SCOPE OF SERVICES

The Developer shall:

1. Be an independent developer capable of providing experienced, knowledgeable and professional staff.
2. Be responsive and maintain excellent working relationships with city residents, businesses, government officials and City staff.
3. Provide adequate staffing levels at all times and adhere to established schedules.
4. Be knowledgeable of and comply with federal, state and local laws, including the Santa Ana Municipal Code, as it applies to their proposal.
5. Assume responsibility for all aspects of the development, and for ensuring that the project is developed and operated in accordance with applicable state and federal laws.
6. Shall ensure that the project is developed and operated in accordance with the City laws, regulations, and planning and development process.

I. GENERAL INFORMATION

1. Following the RFP Process and conditional on meeting other requirements and conditions, a pre-loan commitment letter may be drafted by the Housing Division, reviewed and approved by the Housing Division Manager, the City Attorney's Office, and the Executive Director of Community Development, before being recommended for approval by the City Council. The letter shall state the maximum amount of program funds and/or land asset reserved for the project and list all of the additional conditions, documents and steps that must be taken by the Developer prior to loan closing.
2. When determined appropriate, the City will provide information in its possession relevant to preparation of required information in the RFP. The City will provide only the staff assistance and documentation specifically referred to herein.
3. The Developer shall be responsible for retaining data, records and documentation for the preparation of the required information. These materials shall be made available to the City as requested by the City.
4. This RFP does not commit the City to pay costs incurred in preparation of a response to this RFP. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the respondent. The City reserves the right to accept or reject the combined or separate components of any proposal in part or in its entirety or to waive any informality or technical defect in the proposal.
5. All data, documents and other products used, developed or produced during response preparation to the RFP will become property of the City. All responses to the RFP shall become property of the City. The City will make best efforts to maintain Proposer information identified as proprietary information confidential, to the extent allowed under the California Public Records Act.
6. The City reserves the right to reject, replace or approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any subcontractor(s). Subcontractors shall be the responsibility of the Developer and the City shall assume no liability for such subcontractors.



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II. COORDINATION

Coordination by the awarded Developer with the City, other contractors and agencies will be required to achieve satisfactory and timely delivery of the required work. Coordination may include, but not be limited to, coordination with impacted businesses, neighborhood and civic groups, local and/or state agency boards and staff, or attendance at Community Development Commission meetings or City Council meetings.

The City will decide the manner in which the coordination efforts will be conducted. At the City's option, coordination efforts may be performed by the Developer's direct contact, by the Developer acting through the City or by the City only. When coordination efforts require agreements, such agreements shall be coordinated with the City.

III. AVAILABLE FUNDS FOR THIS RFP

The available funds for this RFP include funds available in the HOME Investment Partnerships Program (HOME).

Available program funds may be used for development loans for the following eligible purposes:

- (1) The purchase or lease of land and buildings for new construction or rehabilitation of housing that may utilize available State and Federal housing assistance programs for homeownership projects.
- (2) The purchase of existing multi-family or other buildings that result in the sale of units to low- and moderate income households.
- (3) The provision of interim loan funds for any of the above purposes prior to the funding of a public or private loan. Eligible development costs for the above uses include, but are not necessarily limited to:
 - a. Site acquisition and preparation;
 - b. Rehabilitation of dwelling units, common areas and related structures;
 - c. New construction;
 - d. Carrying charges and financing fees;
 - e. Architectural, legal, and organizational fees;
 - f. Temporary or permanent tenant relocation costs.

Please refer to the Affordable Housing Funds Policies and Procedures amended by City Council on August 18, 2020 for more information.

As of the date of issuance, the Available Funds for this RFP will be as follows, subject to change:

HOME Investment Partnerships Program (HOME)	\$7,796,256
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Available funds can be used for a variety of housing types and preferences. Please see the table below for the general allowable uses of funds for each source. Please see Exhibit A for a more detailed description of the eligible uses for each source.



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Source of Funds	Income at or below 80%	Income at or below 120%	Mixed Income	Non U.S. Citizens	Mixed Use Projects	Adaptive Reuse	Acquisition / Rehabilitation for Ownership	Homeownership
HOME Program Funds	X		X		X	X	X	X

IV. LAND ASSET OWNED BY THE HOUSING AUTHORITY

The Housing Authority of the City of Santa Ana acting as the Housing Successor Agency (Authority) is also issuing this RFP for the development of land currently held by the Authority within the City of Santa Ana. The proposed disposition and development of the property would be solely for the development of affordable housing in accordance with requirements for an exemption from the California Surplus Land Act (Gov. Cody section 54220 et seq.).

The Land Asset owned by the City and Housing Authority that is available for development under this RFP are as follows:

(1) 2101 N. Spurgeon Street (also identified as 302 E. 22nd Street)

- a. APN: 003-122-25
- b. Lot Size: 27,817sf
- c. Current Zoning: R1 Single-Family Residence, which allows one house per lot.
- d. Parcel was purchased using Low and Moderate Income Housing Asset Fund - 20% Set Aside
- e. Previous Use: Purchased from Cal Trans. It was a remnant parcel from the freeway-widening project. The site was vacant and undeveloped at the time it was acquired.
- f. General Plan: Low Density Residential, which allows single-family residences and ancillary uses.
- g. Maximum du/ac: Seven units per acre.
- h. Site Condition / Environmental Conditions: Property is irregular in shape and will most likely require the approval of several variances from the zoning code in order to facilitate a residential unit.

The City and Authority currently owns this land asset. Dependent on the proposal's financial parameters, the City and Housing Authority are amenable to conveying the land asset for \$1.00. Respondents should assume that the City and Authority owned parcels will be conveyed, in an as-is condition.

The funding and property data provided in this RFP is not guaranteed, and the availability of such funding or properties is subject to change at any time. The City of Santa Ana makes no guarantee of the availability of the proposed funding and properties for any particular applicant or project. The submission of a proposal in response to this RFP does not commit the City to providing any funding or land asset to a proposed project. The City reserves the right to determine at its sole discretion how to sell available properties, if at all.



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V. DEVELOPMENT PRIORITIES

Both the Strategic Plan and the City's Housing Element identify affordable ownership housing suitable for larger households as a high priority for the City. In addition, the City of Santa Ana will be targeting low-income and moderate-income households within the city, veterans, teachers, fire fighters and/or large families. One of the primary rating criteria is the depth of homeownership. The City desires proposed projects to have dedicated units for low-income families earning no more than 80% Area Median income (AMI). Project design and construction will be subject to and carried out in accordance with established City standards and procedures. In accordance with the City's Early Outreach policy (Attachment 1), the selected developer may be required to solicit significant neighborhood input during the design process.

Priorities and Objectives:

In particular, the City is interested in furthering the following priority through this RFP:

Projects that will provide affordable homeownership opportunities.

VI. HOME INVESTMENT PARTNERSHIPS PROGRAM

Source of Funds

Funding for this Program is provided through the U.S. Department of Housing and Urban Development (HUD) HOME Program (including program income), and therefore is subject to the federal rules and regulations found in 24 CFR Part 92, as amended from time to time.

Eligible Borrowers/Grantees

Eligible borrowers are nonprofit Housing Development Corporations (HDC's) duly organized to promote and undertake community development activities on a not-for-profit basis, and which have a valid 501(c)(3) or (4) designation from the IRS, or for-profit housing developers or development corporations, with proven capacities to develop, own, and operate affordable housing. Limited partnerships whose general partners are otherwise eligible under the above are also eligible to borrow Program funds.

Eligible Projects

Projects eligible for HOME funding shall:

- 1) be an affordable homeownership project located in the City of Santa Ana;
- 2) contribute to the achievement of the City's Strategic Plan and fair housing goals;
- 3) be free of significant adverse environmental impacts, except those that can be mitigated through the project itself;
- 4) minimize tenant displacement;
- 5) comply with all local building and zoning codes and standards, including energy efficiency and water conservation standards, and meet housing quality standards in Section 882.109 of Title 24. Newly constructed housing must meet the current edition Model Energy Code of the Council of American Building Officials;
- 6) make efficient use of public funds and avoid "layering" of subsidies beyond those necessary to achieve a financially feasible project; and,
- 7) have at least 51% of the project space be residential, if in a mixed-use project.

Eligible Uses and Activities

HOME funds may only be used to finance new construction or acquisition and/or rehabilitation of single family ownership housing which is affordable to low-income households as defined by 24 CFR 92.2. HUD defines "Single Family Housing" as a one-to-four family residence, condominium



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unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot. Fifteen percent (15%) of the annual HOME fund allocation shall be set aside for certified Community Housing Development Organizations (CHDO's). New construction costs eligible for HOME funding shall be as specified in 24 CFR Part 92, including:

- 1) site acquisition;
- 2) site preparation costs (grading, filling, etc.);
- 3) financing costs as described in 24 CFR 92.206;
- 4) architectural, engineering, and other related soft costs;
- 5) the cost of extending or upgrading utilities to the site to support the proposed project;
- 6) construction costs;
- 7) relocation costs; and,
- 8) affirmative marketing and audit costs related to HOME program requirements.

Rehabilitation costs eligible for HOME funding include:

- 1) project acquisition with or without rehabilitation;
- 2) financing costs, as described in 24 CFR 92.206;
- 3) architectural, engineering, or other design costs;
- 4) utility upgrade or extension costs;
- 5) costs associated with demolition (where necessary) only if rehabilitation is commenced within 12 months of demolition;
- 6) construction costs;
- 7) project audit costs; and,
- 8) affirmative marketing costs.

Ineligible Uses and Activities

The following costs are not eligible for HOME funding:

- 1) project reserve accounts for replacement or operating reserves, and operating subsidies;
- 2) payment of impact fees;
- 3) land banking;
- 4) emergency repair or weatherization programs;
- 5) commercial properties;
- 6) temporary shelters; or
- 7) project-based rental assistance.

Qualification as Affordable Homeownership Housing (§ 92.254)

HUD considers Affordable Homeownership Housing as housing that is for acquisition by a family that meets the following affordability requirements:

- The housing must be single-family housing.
- The housing must be considered modest housing with maximum purchase prices (inclusive of all subordinate loans) limited to the following:

2023 Maximum HOME Purchase Prices				
	1-Unit	2-Unit	3-Unit	4-Unit
New Construction*	\$765,000	\$979,000	\$1,185,000	\$1,468,000
Existing Homes*	\$765,000	\$979,000	\$1,185,000	\$1,468,000

*In 2023, the maximum HOME purchase prices for New Construction and Existing Homes are the same.

Eligible Homebuyers and Affordable Sales Prices



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The housing must be acquired by a homebuyer whose family qualifies as a low-income family, and the housing must be the principal residence of the family throughout the period described below. In determining the income eligibility of the family, the City will include the income of all persons living in the housing. The homebuyer must receive housing counseling.

Each home must be sold at an affordable sales price, which will be less than the maximum HOME purchase prices described above. The affordable sales price must be based on the income limits published by HUD, and incorporate applicable housing expenses such as utilities, HOA fees, insurance, and property taxes.

If there is no ratified sales contract with an eligible homebuyer for the housing within 9 months of the date of completion of construction or rehabilitation, the housing must be rented to an eligible tenant in accordance with § 92.252.

Periods of Affordability and Recapture Provisions

The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The per unit amount of HOME funds and the affordability period that they trigger are described more fully below:

Determining the HOME Period of Affordability:

HOME Assistance per Unit or Buyer	Length of the Affordability Period
Less than \$15,000	5 years
\$15,000 - \$40,000	10 years
More than \$40,000	15 years

The City incorporates a recapture requirement into written agreements and long-term affordability covenants for homebuyer assistance activities administered by the City as required by 24 CFR 92.254. For any homebuyer assistance activity implemented by subrecipients or CHDOs, this recapture requirement shall also be used.

The amount subject to recapture is the direct HOME subsidy received by the homebuyer. Direct HOME subsidy includes the HOME investment that enabled the homebuyer to purchase the property. This includes down payment assistance, closing costs, or other HOME assistance provided directly to the homebuyer and/or the difference between the fair market value of the property (as determined by appraisal) and a reduced sales price attributable to HOME development assistance.

The recapture provision ensures that the entire amount of the City's direct HOME subsidy to homebuyers is recaptured if the housing does not continue to be the principal residence of the family for the duration of the applicable period of affordability (e.g., the home is sold, the home is foreclosed, the assisted owner is no longer residing in the assisted residence, or for any other breach of the agreement with the City). The HOME-assisted homebuyer may sell their unit at any time during the period of affordability, to any willing buyer, and at the price the market will bear. The recapture provision requires that the City's direct HOME subsidy and any interest due under the HOME loan (that has not previously been repaid) is returned to the City from net proceeds first, subject to the limitation that if there are no net proceeds or the net proceeds are insufficient to repay the HOME investment due, the City may only recapture the net proceeds, if any. Net



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proceeds are defined as the sales price minus superior loan repayment (other than HOME funds), and any closing costs.

In the event of a mortgage default, a provision in the written agreement and long-term affordability covenant stipulates that the City has the right of first refusal before foreclosure and may use additional HOME funds or other resources to acquire the housing in order to preserve the housing's affordability.

Other Requirements

Minimum Loan: All HOME investments must total not less than \$1,000 multiplied by the number of HOME-assisted units in the project.

Maximum Loan: The maximum amount of subsidy per unit shall not exceed the maximum allowed by HUD under the HOME program (24 CFR 92.250). The City will avoid unnecessary layering of subsidies from different federal, state and local programs and seek to maximize the benefit to target households from the investment of HOME funds in a project. The Housing Division will use HUD's Cost Allocation Tool to identify the maximum subsidy per unit for each project.

Property Standards: Housing that is assisted with HOME funds must meet, at a minimum, the City's Property Standards, including all applicable local, State and Federal codes and regulations. Newly constructed housing must also meet the current edition of the Model Energy Code published by the Council of American Building Officials. Substantially rehabilitated housing must meet the cost-effective energy conservation and effectiveness standards in 24 CFR 39.

Labor Standards/Construction Contracts: Any contract for construction (whether it is for rehabilitation or for new construction) of affordable housing with **12 or more units** assisted with HOME funds must contain a provision requiring that not less than the prevailing wages paid in the locality, as determined by the Secretary of Labor pursuant to the Davis-Bacon Act, will be paid to all laborers and mechanics employed in the development of the project. Contracts over \$10,000 must comply with Equal Opportunity Affirmative Action requirements of Section 3 of the Housing and Urban Development Act of 1968. All efforts shall be made to provide equal opportunity for employment without discrimination as to race, marital status, sex, color, age, religion, national origin or ancestry, and to seek out qualified local tradespeople for contracting and subcontracting bids. Contractors and subcontractors must comply with regulations issued under this Act and pertaining to labor standards and HUD Handbook 1344.1. These provisions apply whether HOME funds are used for construction or non-construction costs.

The City of Santa Ana has established a Community Workforce Agreement (CWA) with the goal of ensuring that the community is a part of the workforce on public works construction projects. The CWA applies to city-funded affordable housing projects, and imposes requirements on the project that will be enforced in any final agreement with the City. The Developer will be solely responsible for compliance with the CWA and ensuring any contractors comply with the CWA. Among other things, the CWA requires that all contractors working on CWA covered projects participate in a process for using local and skilled workers from the union hiring halls of the various construction trades. It is the contractor's responsibility to ensure that the project's craft hours are performed at least 30% by workers from Tier 1 and 2 ZIP codes and/or veterans and Building Trades Multi-Trade Craft Core Curriculum Pre-Apprenticeship Program graduates, regardless of where they live. Tier 1 ZIP codes are those comprising the City of Santa Ana and Tier 2 ZIP codes are those comprising Orange County.



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The local hire attainment will be calculated by dividing the hours reported as performed by local workers on Certified Payroll Reports by the total number of hours reported on Certified Payroll Reports. It is the prime contractor's responsibility to determine how to attain that goal. Although each subcontractor is not required to meet the goals, the project overall must meet it.

Lead-based Paint: Housing assisted with HOME funds constitutes HUD-associated housing for the purpose of the Lead-Based Paint Poisoning Prevention Act and the Lead Safe Housing Rule, and is therefore subject to 24 CFR Part 35. Unless otherwise provided, borrowers are responsible for testing and abatement.

For more information, please see 24 CFR Part 92.



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EXHIBIT II

FEDERAL REGULATIONS

Federal Regulations – Recipient must comply with the government cost principles, uniform administrative requirements and audit requirements for federal grant program housed within Title 2, Part 200 of the Code of Federal Regulations.

b. Debarment and Suspension – As required by Executive Orders 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 200, Recipient must provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

c. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by CITY, the grant agency and/or their duly authorized representatives for a period of three (3) years from the date of submission of the final expenditure report by the City of Santa Ana. For a period of three years after final delivery hereunder or until all claims related to this Agreement are finally settled, whichever is later, Recipient shall preserve and maintain all documents, papers and records relevant to the services provided in accordance with this Agreement, including the Attachments hereto. For the same time period, Recipient shall make said documents, papers and records available to City and the agency from which City received grant funds or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of Recipient, upon request during usual working hours.

d. Reports - Recipient shall provide to City all records and information requested by City for inclusion in quarterly reports and such other reports or records as City may be required to provide to the agency from which City received grant funds or other persons or agencies.

e. Section 504 of the Rehabilitation Act of 1973 (Handicapped) - All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The Recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its contractors, subcontractors, assignees or successors.

f. Americans with Disabilities Act of 1990 - (ADA) Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

g. Political Activity - None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

h. No Lobbying - Recipient will comply with all applicable lobbying prohibitions and laws, including those found in the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, et seq.), and agrees that none of the funds provided under this award may be expended by the Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.



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i. Non-Discrimination and Equal Opportunity - Recipient will comply, and all its contractors (or subrecipients) will comply, with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; Section 523 and 527 of the Public Health Service Act of 1912, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Recipient makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Recipient will forward a copy of the findings to CITY which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice. If applicable, recipient will comply with the equal opportunity clause in 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order No. 11375.

j. Equal Employment Opportunity - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as applicable.

k. Public Contracts Code - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the California Public Contract Code Section 10295.3, as applicable.

l. Copeland Anti-Kickback Act - Recipient will comply, and all its contractors and subcontractors (or subrecipients) shall comply, with all requirements of the Copeland "Anti-Kickback" Act (30 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

- (1) Contractor – Contractors shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts – Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach – A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

m. Davis-Bacon Act - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate no less than the prevailing wages specified in a wage determination made by the Secretary of Labor.



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Additionally, contractors are required to pay wages not less than once a week.

n. Work Hours and Safety - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

o. Clean Air Act - Recipient will comply, and all its contractors (or subrecipients) will comply, with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as applicable.

p. Energy and Conservation - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Energy Policy and Conservation Act (42 U.S.C. 6201), as applicable.

q. Waste Disposal - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable.

r. Patent Rights - Recipient agrees that the Department of Homeland Security shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement based on the requirements of 37 CFR§ 401 and any other implementing regulations, as applicable.

s. Copyright - Recipient may copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement. However, the federal awarding agency, State Administrative Agency (SAA) and City reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA and/or City purpose:

- (1) the copyright in any work developed through this Agreement; and
- (2) any rights of copyright to which the subcontractor purchases ownership with support through this grant. The Federal government's, SAA's and City's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

t. Telecommunications (2 CFR 200.216) - Recipient will comply with FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds on Covered Telecommunication Equipment or Services (Interim), which prohibits grant recipients and subrecipients from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).



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- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

u. Domestic preferences for procurements (2 CFR 200.322) - Recipient agrees that as appropriate and to the extent consistent with law, it will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this provision: "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

v. Equal Employment in Construction Contracts - Pursuant to Equal Employment Opportunity requirements of 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order No. 11375, as to any construction contract thereunder, if applicable, during the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.



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- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

FOR PROPOSERS' REFERENCE ONLY



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EXHIBIT III

EARLY COMMUNITY OUTREACH MEETING

Information regarding the City's Early Outreach Community Meeting requirement can be accessed here:

<https://www.santa-ana.org/sunshine-ordinance-guide-to-community-meetings/>

FOR PROPOSERS' REFERENCE ONLY



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EXHIBIT IV

CITY OF SANTA ANA REHABILITATION STANDARDS

PREFACE

The primary purpose of these standards is to address the quality of workmanship and materials expected, and to achieve consistency throughout the program activities administered by the City of Santa Ana. These standards are not intended to reduce or exclude the requirements of any federal, state or local codes, standards, ordinances and regulations that apply to residential rehabilitation.

WORKMANSHIP

- All work shall be performed in a professional and workmanlike manner.
- The quality and durability of the work shall meet or exceed the standards established by the construction industry and various trades.

MATERIALS & EQUIPMENT

- All materials and equipment shall comply with and be installed in accordance with the manufacturer's requirements and all applicable codes, standards, ordinances and regulations. If a discrepancy occurs between the requirements, the more stringent shall prevail.
- Unless otherwise specified, all materials and equipment shall be medium grade.
- Economy grade materials and equipment are unacceptable.
- All materials and equipment shall be new, in excellent condition, and delivered to the job in the manufacturer's original packaging.
- The description of materials and equipment found in this document establish a minimum standard.

ENERGY EFFICIENCY, WATER CONSERVATION & RECYCLED MATERIALS

To the extent possible and practical, standard measures related to energy conservation, energy efficiency, water conservation and the use of recycled materials have been incorporated herein. Gut rehabilitation or new construction of residential buildings up to three stories will be designed to meet the standard for Energy Star Qualified New Homes. Gut rehabilitation or new construction of mid or high-rise multi-family housing must be designed to meet the American Society of heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standard 90.1-2004, Appendix G plus 20 percent.

LEAD-BASED PAINT

All housing built before 1978 must comply with 24 CFR Part 35 Subpart J and HUD's Lead Safe Housing Rule regarding the evaluation and control of lead-based paint hazards. HUD's guidelines are available at https://www.hud.gov/program_offices/healthy_homes/enforcement/lshr

BUILDING STANDARDS

SITE

Minimum Standard

- The site shall be hazard-free and sanitary.
- The site and all paving shall drain away from the dwelling and accessory buildings, but not onto adjacent properties.
- Paving and walkways shall be hazard-free and intact.
- Landscaping and irrigation systems shall be hazard-free and in relatively good condition. All dead vegetation shall be removed.



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	<ul style="list-style-type: none"> Fencing, walls and gates hazard-free and intact. All gates shall be in good working order. The site shall be free from trash, debris and hazardous materials. Accessory buildings shall be safe and sound.
Paving	<ul style="list-style-type: none"> All new paving and walkways shall be constructed with concrete (2,000 PSI @ 28 days). Driveways shall be reinforced with wire mesh. Sawn expansion-contraction joints shall be placed every 8 feet in both directions. All paving and walkways shall be finished with a light broom texture. All walkways shall be at least 3 feet wide. Sawn expansion-contraction joints shall be placed every 4 feet.
Landscaping & Irrigation	<ul style="list-style-type: none"> To the extent possible and practical all new landscaping shall be drought resistant. When a lawn is being replaced, the new lawn area shall be reduced to aid in the reduction of water consumption. New irrigation controllers shall be weather or sensor based and EPA Water-Sense qualified. All new irrigation systems shall be designed to conserve water.
Fences, Walls & Gates	<ul style="list-style-type: none"> All new wood fences shall be made from good quality materials. They shall be properly supported with 4X4 pressure treated posts (8 feet O.C.) and 2X4 rails (top and bottom). The posts shall be embedded in a concrete footing at least 18" deep. All new block walls shall be constructed with 6X8X16 concrete block. They shall be properly supported by a continuous footing and reinforced with steel bar.

ROOFS / ROOF COVERINGS / GUTTERS AND DOWNSPOUTS

Minimum Standard	<ul style="list-style-type: none"> Roofs shall be safe and structurally sound. Roof coverings shall be intact and watertight. Roofing metal and flashing shall be intact and rust free. Gutters and downspouts shall be intact and rust free. Roof coverings with five or less years of useful life shall be replaced.
Rehabilitation	<ul style="list-style-type: none"> Roofs that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved. The replacement of roofing includes the replacement of all metal (roof jacks and flashing). Gutters and downspouts shall be installed to properly discharge rain water run-off.
Roof Coverings	<ul style="list-style-type: none"> 25-year, 3-tab, self-sealing composition shingle. Built-up membrane (hot mop) system on all flat roofs. Lighter colored coverings are preferred for energy efficiency.

DECKS / BALCONIES / RAILING

Minimum Standard	<ul style="list-style-type: none"> Safe, structurally sound and watertight.
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Rehabilitation	<ul style="list-style-type: none"> • Decks, balconies and railing that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved.
Finishes	<ul style="list-style-type: none"> • Zero or low VOC primers, paint and coatings.

EXT. STEPS / STAIRWAYS / RAILING

Minimum Standard	<ul style="list-style-type: none"> • Safe and structurally sound.
Rehabilitation	<ul style="list-style-type: none"> • Ext. steps, stairways and railing that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved.
Finishes	<ul style="list-style-type: none"> • Zero or low VOC primers, paint and coatings.

FOUNDATIONS

Minimum Standard	<ul style="list-style-type: none"> • Safe and structurally sound.
Rehabilitation	<ul style="list-style-type: none"> • Foundations that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved. • If the project involves a gut rehab, raised foundations shall be completely insulated.
Concrete	<ul style="list-style-type: none"> • 2,000 PSI (minimum).

EXTERIOR WALLS / WALL COVERINGS

Minimum Standard	<ul style="list-style-type: none"> • Safe, structurally sound and watertight.
Rehabilitation	<ul style="list-style-type: none"> • Exterior walls that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved. • If the project involves a gut rehab, all exterior walls shall be insulated.

EXTERIOR DOORS

Minimum Standard	<ul style="list-style-type: none"> • Safe, sound, weather-tight and in good working order.
Rehabilitation	<ul style="list-style-type: none"> • Exterior doors that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved.
New Doors	<ul style="list-style-type: none"> • EPA Energy Star qualified, zero or low VOC finish.
New Hardware	<ul style="list-style-type: none"> • Reputable manufacturer, lifetime finish.

GARAGE DOORS / GARAGE DOOR OPENERS

Minimum Standard	<ul style="list-style-type: none"> • Safe, sound and in good working order. Doors shall be impermeable (primed and painted). • Five or more years of practical utility.
Rehabilitation	<ul style="list-style-type: none"> • Garage doors and openers that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable



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as long as compliance with the minimum standard will be achieved.

WINDOWS / WINDOW SCREENS

Minimum Standard	<ul style="list-style-type: none"> • Windows shall be safe, sound, weather-tight and in good working order. • Windows that can be opened shall have a tight-fitting insect screen. • Five or more years of practical utility.
Rehabilitation	<ul style="list-style-type: none"> • Windows that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved.
New Windows	<ul style="list-style-type: none"> • Reputable manufacturer. • EPA Energy Star qualified.

EXTERIOR PAINT

Minimum Standard	<ul style="list-style-type: none"> • Homes built before 1978 must comply with 24 CFR Part 35 Subpart J and HUD’s Lead Safe Housing Rule regarding the evaluation and control of lead-based paint hazards. • All exterior paint shall be intact and free of corrosion. • Five or more years of practical utility.
Rehabilitation	<ul style="list-style-type: none"> • All surfaces to be painted shall be prepared properly. All loose material and peeling paint shall be removed. • All holes and cracks shall be filled and finished so that they blend into the surrounding area. • All stucco surfaces to be painted shall receive a complete and even coverage of stucco paint. • All wood surfaces to be painted shall receive a complete and even coverage of flat exterior paint. • Poor workmanship will not be tolerated.
New Paint	<ul style="list-style-type: none"> • Reputable manufacturer. • Highest quality available. • Zero or low VOC paint, caulking and fillers.

WALLS / WALL COVERINGS

Minimum Standard	<ul style="list-style-type: none"> • Safe and structurally sound. • All plaster, drywall and paneling shall be safe and intact.
Rehabilitation	<ul style="list-style-type: none"> • Walls and wall coverings that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved. • If the project involves a gut rehab, the attic, walls and floor on raised foundations shall be insulated.

FLOORS / FLOOR COVERINGS

Minimum Standard	<ul style="list-style-type: none"> • Safe, sound and sanitary. • Five or more years of practical utility.
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Rehabilitation	<ul style="list-style-type: none"> Floor coverings that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved.
Replacement Floor Coverings	<ul style="list-style-type: none"> Carpet & Pad (Reputable manufacturer, recycled materials). Resilient Flooring (Reputable manufacturer, 10 year wear warranty). Ceramic Tile (Reputable manufacturer)

INTERIOR DOORS

Minimum Standard	<ul style="list-style-type: none"> Safe, sound and in good working order. Five or more years of practical utility.
Rehabilitation	<ul style="list-style-type: none"> Interior doors that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved.
Replacement Doors & Hardware	<ul style="list-style-type: none"> Doors (Reputable manufacturer, masonite, raised panel). Hardware (Reputable manufacturer, lifetime finish).

INTERIOR PAINT

Minimum Standard	<ul style="list-style-type: none"> Homes built before 1978 must comply with 24 CFR Part 35 Subpart J and HUD's Lead Safe Housing Rule regarding the evaluation and control of lead-based paint hazards. All interior paint shall be intact and corrosion-free. Five or more years of practical utility.
Rehabilitation	<ul style="list-style-type: none"> All surfaces to be painted shall be prepared properly. All loose material and peeling paint shall be removed. All holes and cracks shall be filled and finished so that they blend into the surrounding area. All surfaces to be painted shall receive a complete and even coverage of flat paint (semi-gloss in kitchens, bathrooms and laundry rooms). Poor workmanship will not be tolerated.
New Paint	<ul style="list-style-type: none"> Reputable manufacturer. Highest quality available. Zero or low VOC paint, caulking and fillers.

KITCHEN CABINETS / COUNTERTOPS

Minimum Standard	<ul style="list-style-type: none"> Cabinets shall be safe, sound, sanitary and in good working order. Countertops shall be safe, sound, sanitary and watertight. Five or more years of practical utility.
Rehabilitation	<ul style="list-style-type: none"> Cabinets and countertops that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved.
Replacement Cabinets	<ul style="list-style-type: none"> Reputable manufacturer. Solid hardwood face-frames, doorframes and drawer fronts. Metal and nylon drawer guides. Low or zero VOC adhesives and finishes.
Replacement Countertops	<ul style="list-style-type: none"> Reputable manufacturer. 4" ceramic tile, 6" backsplash, bull-nose edge.



CITY OF SANTA ANA

KITCHEN EQUIPMENT AND APPLIANCES	
Minimum Standard	<ul style="list-style-type: none"> Safe, sound, sanitary and in good working order. Faucets shall (at a minimum) be equipped with a low-flow aerator. Five or more years of practical utility.
Rehabilitation	<ul style="list-style-type: none"> Kitchen fixtures, equipment and appliances that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved.
Replacement Sinks	<ul style="list-style-type: none"> Reputable manufacturer. 18-gauge (minimum) stainless steel.
Replacement Faucets	<ul style="list-style-type: none"> EPA Water-Sense qualified. Reputable manufacturer. Brass construction, metal housing.
Replacement Disposals	<ul style="list-style-type: none"> Reputable manufacturer. ½ HP motor (minimum). Stainless steel swivel lugs.
Replacement Dishwashers	<ul style="list-style-type: none"> EPA Energy Star qualified. Reputable manufacturer.
Replacement Range Hoods	<ul style="list-style-type: none"> EPA Energy Star qualified. Reputable manufacturer.
Replacement Ranges	<ul style="list-style-type: none"> Reputable manufacturer. Pilot-free ignition. Four sealed burners. Self-cleaning oven with timer.
Replacement Cook Tops	<ul style="list-style-type: none"> Reputable manufacturer. Pilot-free ignition. Four sealed burners.
Wall Ovens	<ul style="list-style-type: none"> Reputable manufacturer. Pilot-free ignition. Self-cleaning oven with timer.

BATHROOM FIXTURES AND EQUIPMENT	
Minimum Standard	<ul style="list-style-type: none"> Safe, sound, sanitary and in good working order. Faucets shall (at a minimum) be equipped with a low-flow aerator. Showerheads shall (at a minimum) be equipped with low-flow aerator. Porcelain sinks shall be free from any cracks or chips. Steel sinks shall be free from any rust or corrosion. Five or more years of practical utility.
Rehabilitation	<ul style="list-style-type: none"> Bathroom fixtures and equipment that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved. Toilets that require more than 1.6 GPF shall be replaced regardless of their condition.
Replacement Sinks	<ul style="list-style-type: none"> Reputable manufacturer. Cast iron, white enamel finish.
Replacement Faucets	<ul style="list-style-type: none"> EPA Water-Sense qualified.



CITY OF SANTA ANA

	<ul style="list-style-type: none"> • Reputable manufacturer. • Brass construction, metal housing.
Replacement Toilets	<ul style="list-style-type: none"> • Reputable manufacturer. • EPA Water-Sense qualified (1.28 GPF)
Replacement Tubs	<ul style="list-style-type: none"> • Reputable manufacturer. • Cast iron body, white enamel finish, slip resistant bottom. • EPA Water-Sense qualified plumbing fixtures.
Replacement Combination Tub-Showers	<ul style="list-style-type: none"> • Reputable manufacturer. • Cast iron body, white enamel finish, slip resistant bottom. • 4" ceramic tile surround. • Anodized aluminum doors with tempered glass. • EPA Water-Sense qualified plumbing fixtures.
Replacement Showers	<ul style="list-style-type: none"> • Reputable manufacturer. • 4" ceramic tile. • Anodized aluminum door with tempered glass. • EPA Water-Sense qualified plumbing fixtures.
Replacement Medicine Cabinets	<ul style="list-style-type: none"> • Reputable manufacturer. • Steel body, beveled mirror door.
Towel Bars & Toilet Paper Holders	<ul style="list-style-type: none"> • Reputable manufacturer. • Metal construction, polished chrome finish.

WATER SUPPLY / WASTE AND VENT PIPING

Minimum Standard	<ul style="list-style-type: none"> • Safe, sound and leak-free.
Rehabilitation	<ul style="list-style-type: none"> • Piping (supply, waste and vent) that does not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved.
Replacement Water Supply Piping	<ul style="list-style-type: none"> • Copper, type "L".
Replacement Waste & Vent Piping	<ul style="list-style-type: none"> • Schedule 40 ABS.

WATER HEATERS

Minimum Standard	<ul style="list-style-type: none"> • Safe, sound and in good working order. • Five or more years of practical utility.
Rehabilitation	<ul style="list-style-type: none"> • Water heaters that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved.
Replacement Water Heaters (Tank)	<ul style="list-style-type: none"> • Reputable manufacturer. • EPA Energy Star qualified. • 40-gallon insulated tank.
Replacement Water Heater (Tank-Less)	<ul style="list-style-type: none"> • Reputable manufacturer. • EPA Energy Star qualified.

ELECTRICAL SERVICE / WIRING

Minimum Standard	<ul style="list-style-type: none"> • Safe, sound and in good working order. • 100-ampere minimum service.
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Rehabilitation	<ul style="list-style-type: none"> Electrical service panels, breakers and wiring that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved. Knob and tube wiring shall be replaced regardless of its condition. Overhead wiring from a dwelling to a detached garage or accessory building shall be installed underground regardless of its condition.
Replacement Service	<ul style="list-style-type: none"> Reputable manufacturer. 100-ampere (minimum).
Replacement Wiring	<ul style="list-style-type: none"> Romex (NM cable).

ELECTRICAL SWITCHES / OUTLETS / LIGHTING FIXTURES

Minimum Standard	<ul style="list-style-type: none"> Safe, sound and in good working order. Light fixtures shall (at a minimum) be equipped with CFL bulbs. Exterior lighting fixtures used for security shall be equipped with a motion sensor.
Rehabilitation	<ul style="list-style-type: none"> Electrical switches, outlets and lighting fixtures that do not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved. All new light fixtures shall be U.L. approved and Energy Star qualified. Outlets located within 6 feet of a source of water shall be ground fault protected. Exterior switches and outlets shall be weatherproof.
Replacement Switches & Outlets	<ul style="list-style-type: none"> U.L. approved.
Replacement Lighting Fixtures	<ul style="list-style-type: none"> Reputable manufacturer. U.L. approved and EPA Energy Star qualified.

HVAC

Minimum Standard	<ul style="list-style-type: none"> Safe, sound and in good working order. Five or more years of practical utility.
Rehabilitation	<ul style="list-style-type: none"> HVAC that does not meet the minimum standard shall be replaced. Practical, cost effective repairs are acceptable as long as compliance with the minimum standard will be achieved. Tune-up all HVAC equipment (as a minimum). Seal all ducts (as a minimum). All new HVAC equipment shall be sized properly.
Furnaces	<ul style="list-style-type: none"> Reputable manufacturer. EPA Energy Star qualified.
Central Conditioners	Air
	<ul style="list-style-type: none"> Reputable manufacturer. EPA Energy Star qualified.
Thermostats	<ul style="list-style-type: none"> Reputable manufacturer. EPA Energy Star qualified. Programmable.



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NON-PERMITTED ADDITIONS AND CONVERSIONS

Minimum Standard

- Additions and alterations that were constructed without a building permit and are clearly substandard shall be removed.
- Garages converted to living quarters shall be returned to their original use.
- Additions and alterations that were constructed without a building permit, but appear to be compliant, shall be inspected by the City's Building Official to determine if a building permit can be issued and they can be saved.

FOR PROPOSERS' REFERENCE ONLY



CITY OF SANTA ANA

ATTACHMENT A

PROPOSER'S CERTIFICATION, PROPOSAL PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit I) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

PROPOSER'S STATEMENT: I have read, understood and agree to the terms and conditions on all pages of the Request for Proposals. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

LEGAL NAME OF COMPANY

PHONE AND FAX NUMBERS

BUSINESS ADDRESS

PRINTED NAME OF AUTHORIZED AGENT

TITLE

SIGNATURE OF AUTHORIZED AGENT

DATE

E-MAIL ADDRESS

FEDERAL ID NUMBER (IF APPLICABLE)

CONTRACTOR LICENSE NUMBER
(IF APPLICABLE)

CITY OF SANTA ANA BUSINESS LICENSE NUMBER

(PLEASE PROVIDE IF AVAILABLE, BUT NOT REQUIRED UNTIL AND IF AN AWARD IS MADE TO PROPOSER.)

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.



CITY OF SANTA ANA

ATTACHMENT B REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

REFERENCE

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ EMAIL: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

REFERENCE

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ EMAIL: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

REFERENCE

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ EMAIL: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT C

PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm _____

Signed and Printed Name: _____

Title _____

Date _____

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT D NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of _____, County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

Notary Public Seal

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT E NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: _____

Title: _____

Firm: _____

Date: _____

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT F

NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
1. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
2. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive



CITY OF SANTA ANA

Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract

or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: _____

Title: _____

Firm: _____

Date: _____

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT G

SAM.GOV UEI VERIFICATION

On April 4, 2022, the federal government stopped using the DUNS Number to uniquely identify entities. Now, entities doing business with the federal government use the Unique Entity ID created in SAM.gov. They no longer have to go to a third-party website to obtain their identifier. This transition allows the government to streamline the entity identification and validation process, making it easier and less burdensome for entities to do business with the federal government.

This RFP includes federal funding, and as such, the proposer must provide verification of their SAM.gov UEI and registration status. Please attach your entity's registration from SAM.gov, including UEI and active registration status.

Proposer's UEI: _____

SAM.gov Registration Expiration Date: _____

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

ATTACHMENT H

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, as amended, Nonprocurement Debarment and Suspension, 2 CFR Part 2998, Subpart C, Responsibilities of Participants Regarding Transactions. The regulations were published as Part VII of the May 26, 1988, Federal Register (Pages 19160-19211), and as subsequently amended in 81 Federal Register 25585.
(Before completing certification, read instructions which are an integral part of certification)

1. Pursuant to 2 CFR 180.335, the prospective primary participant, (i.e. grantee) certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently excluded or disqualified;
- b. Have not been convicted within the preceding three years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR 180.800(a); and
- d. Have not had one or more public transactions (Federal, State or local) terminated within the preceding three years for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant

Name and Title of Official Authorized to Certify
On Behalf of the Consultant

Date

ATTACHMENT H

INSTRUCTION FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous whom submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarment”, “suspension”, “disqualified,” “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this cause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, disqualified, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds agrees by submitting this proposal, that it will include the clause title “Certification Regarding Debarment, Suspension, Ineligible, or voluntarily excluded from the covered transaction” unless it knows that the certification is erroneous.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



CITY OF SANTA ANA

ATTACHMENT I

COMMITMENT TO ENTER INTO MEMORANDUM OF UNDERSTANDING WITH THE SANTA ANA WORK CENTER

Proposer understands and agrees that s/he will be required to enter into a Memorandum of Understanding (MOU) with the Santa Ana Work Center to coordinate services. The purpose of the MOU is to establish a cooperative working relationship between the parties in order to provide program beneficiaries with information about Work Center opportunities to find better jobs and careers. The MOU serves to establish the framework for providing services to employers, job seekers and others needing workforce services. The goal is to ensure that all program beneficiaries have been provided an opportunity to connect with the Work Center and be assisted with the tools and knowledge necessary to enter the workforce or obtain a higher-paying job. The Santa Ana WORK Center is available to connect program beneficiaries to a full range of no-cost services, resources and opportunities to help:

- Build the skills employers want most
- Access training and/or education programs that lead to employment
- Find the jobs and employers who are hiring
- Screen for additional employment or social services
- Receive support to succeed in job search

Proposers are encouraged to contact the Santa Ana Work Center at (714) 565-2629 to learn more about their programs and services and the terms and conditions of the MOU.

A template for the MOU will be provided promptly to the proposer after the announcement of an award.

All terms contained in the Memorandum of Understanding are to be incorporated by reference into this Agreement and are made specifically as part of this RFP.

Signed: _____

Title: _____

Firm: _____

Date: _____

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**