



The City of Gastonia

Request for Proposals

The City of Gastonia hereby requests proposals for **Consultant to Develop 2020-2024 Consolidated Plan** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Department of Community Services, Room 248, Garland Business Center, 150 S. York Street, Gastonia, NC, 28052, until **2:00 PM**, prevailing local time, on **September 6, 2019**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Department of Community Services before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

Consultant to Develop 2020-2024 Consolidated Plan

If mailed, the envelope must be addressed to:

Tyler H. Davis – Grants Manager
City of Gastonia
150 S. York Street
PO Box 1748
Gastonia, NC 28053

Additional copies of this Request For Proposals are available from the Department of Community Services, Room 248, Garland Business Center, 150 S. York Street, Gastonia, NC 28052, (704) 866-6906, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy) and (1) electronic version in PDF format on a flashdrive or CD of their proposal for evaluation purposes.

The City of Gastonia reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the City of Gastonia to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The City of Gastonia shall determine whether any exception is minor.

The City of Gastonia encourages the participation of minority- and women-owned businesses in City of Gastonia contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any City of Gastonia staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

SELECTION CRITERIA:

Scope of Proposal	Does the proposal reflect an understanding of the project objective, methodology to be used and desired results?	30
Personnel/Experience	Do the persons working on the project have necessary experience and qualifications? Are sufficient resources committed to the project? Does the individual/firm have prior experience with Consolidated Plans? Are references adequate?	25
Availability	Does the proposed timeline reflect the project goals and is it realistic to meet requirements? Are qualified staff available to assist as necessary?	15
Cost	Is the proposed cost reasonable and adequate to meet project requirements? Are appropriate expenses clearly outlined?	30

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees will evaluate the proposals.

Questions shall be submitted to Tyler Davis, Community Services Grants Manager via email at Tylerd@cityofgastonia.com.

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the City of Gastonia:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Grants Manager, Department of Community Services
City of Gastonia
150 S. York Street
PO Box 1748
Gastonia, NC 28053-1748

All questions regarding this proposal must be directed to the Department of Community Services, (704) 866-6906.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the City of Gastonia at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a City of Gastonia business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Department of Community Services to verify the above-mentioned information with the Division of Revenue and to disclose to the City Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the State of North Carolina within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the State.

Continued on next page

6. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The City of Gastonia, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The City of Gastonia practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the City of Gastonia policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendent																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____ Date: ____ / ____ / ____

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions. The Respondent also agrees to notify the City of Gastonia in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the City of Gastonia harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: The City of Gastonia reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. The City of Gastonia may consider any alternative proposal that meets its basic needs.
5. Liability: The City of Gastonia is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by the City of Gastonia prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: The City of Gastonia reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the City of Gastonia.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist the City of Gastonia in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the City of Gastonia of such error in writing and request modification or clarification of the document if allowable by the City of Gastonia.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

(30) Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the City of Gastonia, the City of Gastonia may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days' notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the City of Gastonia, and the City of Gastonia may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) The City of Gastonia may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, City of Gastonia shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. City of Gastonia may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the City of Gastonia or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the City of Gastonia may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the City of Gastonia provided these goods or services were provided in a manner acceptable to the City of Gastonia. Payment for those goods and services shall not be unreasonably withheld.

12. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of City of Gastonia. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that City of Gastonia shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the City of Gastonia.
13. **No Waiver:** No failure or delay by the City of Gastonia in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by the City of Gastonia in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of the City of Gastonia hereunder or shall operate as a waiver thereof.
14. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of North Carolina. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide the City of Gastonia with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
15. **Governing Law:** This Contract shall be governed by and construed in accordance

with the laws of the State of North Carolina. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

16. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
17. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of the City of Gastonia for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
18. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
19. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the City of Gastonia's name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted, the City of Gastonia reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by City of Gastonia.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the City of Gastonia and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of the City of Gastonia.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend the City of Gastonia from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event the City of Gastonia is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by the City of Gastonia, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) CONSULTANT acknowledges and agrees that the City of Gastonia is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to the City of Gastonia in order to protect the City of Gastonia against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Professional Liability	\$1,000,000
Worker's Compensation	Statutory
Employer's Liability	\$100,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the State of North Carolina. The City of Gastonia shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the North Carolina DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by the City of Gastonia.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by the City of Gastonia.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by the City of Gastonia.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify the City of Gastonia and obtain similar insurance that is commercially available and acceptable to the City of Gastonia.
- f. The City of Gastonia shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

- g. Said coverage shall be written by insurers acceptable to the City of Gastonia and shall be in a form acceptable to the City of Gastonia. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by the City of Gastonia, evidence of renewal of an expiring policy must be submitted to the City of Gastonia, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO CITY OF GASTONIA, COMMUNITY SERVICES DEPARTMENT, 150 S. YORK STREET, PO BOX 1748, GASTONIA, NC 28053 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by the City of Gastonia, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide the City of Gastonia with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide the City of Gastonia, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and the City of Gastonia.

Verification of Coverage

CONSULTANT agrees to furnish the City of Gastonia with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide the City of Gastonia copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONSULTANT understands and agrees that the City of Gastonia may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that the City of Gastonia may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

City of Gastonia
Department of Community Services
Request for Proposals
Consultant to Develop 2020-2024 Consolidated Plan

I. INTRODUCTION

The City of Gastonia, a city government and entitlement community, is seeking a consultant to develop a Five-Year Consolidated Plan and associated documents for the community for HUD Program fiscal years 2020 – 2024. The City of Gastonia Department of Community Services requests proposals from qualified firms and/or individuals with experience developing Consolidated Plans – or similar planning documents – in compliance with all associated federal laws and regulatory requirements. The Division intends to submit the Consolidated Plan to the HUD Greensboro Office by approximately Friday, April 17, 2020.

Background. The U.S. Department of Housing and Urban Development (HUD) requires entitlement communities to submit a Consolidated Plan (CP), a comprehensive planning document for local government that serves as an application for funding under the HUD Community Planning & Development suite of programs. The formula grant programs received by the City of Gastonia are the Community Development Block Grant (CDBG) Program and the HOME Investment Partnership Program (HOME).

The City of Gastonia is a CDBG Entitlement Community and a HOME Participating Jurisdiction. The city's most recent annual allocations of each CPD formula program were approximately \$751,211.00 in CDBG funds and \$838,740.00 in HOME funds.

The Consolidated Plan is designed to be a collaborative process whereby a community establishes a unified vision for affordable housing and community development actions. The Consolidated Plan must identify a jurisdiction's housing and community development needs, set priorities, and describe how HUD funding and other resources will be used for activities designed to meet those needs. The Consolidated Plan also creates opportunities for comprehensive strategic planning and citizen participation.

The statutes for the formula grant programs set forth three basic goals against which HUD will evaluate the Plan and the jurisdiction's performance under the Plan. Each jurisdiction must state how it will pursue these goals for all affordable housing and community development programs. The statutory goals are: decent housing; a suitable living environment; and expanding economic opportunities – all principally for persons of low and moderate income.

Consolidated Plan regulations are found at Section 24 of the Code of Federal Regulations (CFR) in Part 91. The introduction to the Consolidated Plan regulations is in the Federal Register of January 5, 1995, Vol. 60, No. 3. CDBG regulations are located in Section 24 of the CFR, but in

Part 570. HUD has issued guidelines for preparing the Consolidated Plan through its web-based format, the eCon Planning Suite. Information can be found on HUD's website: <https://www.hudexchange.info/consolidated-plan/econ-planning-suite/>.

Context. Gastonia is located in the heart of the Piedmont section of the State of North Carolina, approximately 22 miles west of Charlotte and covers an area of approximately 51.69 square miles. It is the third largest city in the Charlotte-Concord-Gastonia NC-SC Metropolitan Statistical Area (MSA) as identified by the United States Census Bureau, with a 2010 Census population of 2,217,012. As of 2018, the population estimate has increased to 2,569,213 according to the Census Bureau, ranking it 20th in the country. The United States Census Bureau estimates the population of the City at 76,593, ranking it thirteenth in the State. Although, there have been many economic improvements with in the City of Gastonia, the community has experienced an affordable housing crisis the Community Services Department of the City of Gastonia as well as the Continuum of Care affiliates have made it a priority to tend to this need. More detailed information of the City of Gastonia can be viewed in the City Profile section in the FY20 Proposed Budget link provided here: <https://www.cityofgastonia.com/city-budget/fy20-proposed-budget.html>.

II. SCOPE OF SERVICES

A. Objectives: The following objectives should be considered in the development of the Plans:

- The Plans should meet HUD's requirements and deadlines.
- Development of the Plans should use existing data to help determine housing, homeless, special population, and community development needs. To the extent available, development of the Plans should incorporate the most current data from the U.S. Census Bureau's American Community Survey (ACS).
- Development of the Plans should foster an inclusive process that facilitates participation at all levels, especially with low and moderate-income persons, racial/ethnic minorities, and persons with barriers to participation, including all legally protected classes.
- Development of the Plans should involve consultation with a broad sector of public and private organizations for collaboration and collective problem solving in determining needs, objectives, goals and priorities.
- The Plans should consider all community needs and resources available to meet those needs.
- Based on identified community needs, the Consolidated Plan should:
 - Indicate general priorities for allocating funds to the various housing and community development needs identified in the Plan;

- Indicate the basis or reason behind the priority level (and relative priority) given to each category of priority need;
 - Identify any obstacle to meeting underserved needs;
 - Summarize specific objectives for meeting the needs in each priority area describing funds reasonably expected to be made available;
 - Identify quantifiable proposed accomplishments for each specific objective.
- The Annual Action Plan should illustrate specific uses of the first year's funding under the 5-Year Consolidated Plan.
 - The Plans should report on specific items required by HUD, such as reducing the number of families living in poverty and removing barriers to affordable housing.
 - The Plans should be structured to serve as a basis for the City of Gastonia's funding allocation processes and for assessing performance on an annual basis.
 - The Plan should consider established planning documents for the City of Gastonia, including, but not limited to Comprehensive Plan and the Analysis of Impediments to Fair Housing.

B. Services

The services to be performed under the proposal include, but are not limited to:

- Statistical and informational data collection and preparation of charts and narrative necessary to prepare a housing and homeless needs assessment (24 CFR 91.205) and housing market analysis (91.210);
- Consultation with public and private agencies as outlined in 24 CFR 91.100, including those that provide affordable/subsidized housing; health and public/human/social services; state or local health and child welfare agencies regarding lead based paint hazards; adjacent units of local government, including planning agencies; and the Gastonia Housing Authority;
- Citizen participation activities such as publishing information, surveys, coordinating meetings, focus groups and hearings, and summarizing. Such activities must be carried out consistent with HUD guidance regarding providing meaningful language access and must respond to public comments as outlined in 24 CFR 91.100;
- Using needs information obtained through data collection, consultation and citizen participation to make recommendations for a Consolidated Plan as outlined in 91.215 and for any associated policy issues.

C. Deliverables

The consultant will be responsible for providing one original paper copy and one electronic copy submittal in HUD's required eCon Planning Suite web-based format of the Five-Year

Consolidated Plan and First Year Annual Action Plan.

1. Consolidated Plan, Action Plan and Citizen Participation Plan

- i. The consultant will be selected to prepare (and assist with the submittal in the format/form as may be required by HUD and/or the HUD Greensboro Field Office) one or more of the following Consolidated Planning documents required to receive a direct allocation of CDBG and HOME funds.
- ii. Develop 5-Year plan for the program year beginning 2020-2024 and the required Annual Action Plan for the 2020 program year in accordance with HUD requirements.
- iii. Prepare a Consolidated Plan in accordance with Chapter 24 of the Code of Federal Regulations (CFR) Part 91, and which addresses 24 CFR Part 570 and other applicable federal regulations and current requirements.
- iv. Perform relevant consultations and data collection to complete the required HUD tables and the analysis of housing and non-housing needs.
- v. Prepare an Executive Summary for the Consolidated Plan and Action Plan.
- vi. Assist City of Gastonia staff to assess the existing community need as necessary to develop new strategies, goals, and priorities.
- vii. Assist City of Gastonia staff with development of new strategies, objectives, priorities and programs for inclusion in the Consolidation Plan and Action Plan.
- viii. Develop and incorporate a performance measure component as required by HUD regulations.
- ix. Conduct at least 2 public hearings, with additional public hearings and information sessions being conducted with the City of Gastonia City Council, the City of Gastonia Community Development Citizens Advisory Board, and the Gaston County Commission as needed.
- x. Prepare draft public hearing notices and other public notices as may be applicable.
- xi. Conduct consultations with public and private organizations and community groups as required.
- xii. Assist City of Gastonia staff with review of the current Citizen Participation Plan to determine whether any changes are needed in order to meet HUD's current requirements.

2. Resource Binder

Provide a resource binder to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop the Consolidated Plan and Annual Action Plan.

- i. *Citizen Participation and Consultation*: Develop a list of housing and community development stakeholders in the City of Gastonia and Gaston County. Provide meaningful involvement of citizens, community-based organizations, businesses, elected officials, housing and service providers in the planning process. Conduct regular consultation with City of Gastonia staff, as well as meaningful language access to persons with Limited English Proficiency (LEP). The usually required updated Citizen Participation Plan will be a part of the Scope of Services.
- ii. *Executive Summary*
- iii. *Housing Market Analysis and Needs Assessment*: Collect and analyze statistical information that provides an overall picture of the housing needs of the City. At a minimum, the assessment should include the following:
 - Housing supply and demand
 - Housing affordability analysis
 - Cost-burdened households
 - Housing types
 - Housing conditions, including substandard units
 - Disproportionate racial/ethnic group housing needs
 - Specific housing objectives
 - Needs of Public Housing
 - Inventory of local, state and federal assisted housing
 - Barriers to affordable housing
 - Lead based paint hazards
- iv. *Homeless Needs Assessment*: The assessment should include data and strategies outlined by the NC-506 Continuum of Care for Gaston, Cleveland, and Lincoln Counties (with a higher concentration on Gaston County demographics) including, but not limited to, the following:
 - Inventory of emergency shelters, transitional housing and permanent housing for the homeless
 - Needs of sheltered and unsheltered homeless
 - Needs of subpopulations
 - Needs of persons threatened with homelessness
- v. *Non-Homeless Special Needs Assessment*: At a minimum, this assessment should include the following:

- Special Independent Living needs and issues for persons with physical and mental disabilities
 - HIV/AIDS population housing needs
 - Supportive service needs
- vi. *Community Development Needs*: Identify non-housing community development needs, including:
- Public facilities and infrastructure improvement needs
 - Accessibility needs
 - Historic preservation needs
 - Economic development needs
 - Planning needs
 - Public service needs
 - Other community development needs
- vii. *Housing and Community Development Consolidated Plan*: Based on the data gathered and analyzed from iii) – vi) above, develop a 5-year Consolidated Plan that brings needs and resources together in a coordinated housing and community development strategy. At a minimum, this Plan should include the following:
- Establishment of priority needs
 - Obstacles to meeting housing goals and objectives
 - Geographical areas: investigate the need for a targeted area implementation plan or targeted economic development area
 - Alleviation of overcrowding
 - Concentration of racial/ethnic minorities
 - Involuntary displacement
 - Affordable housing strategy
 - Anti-poverty strategy
 - Programs to assist households with incomes below the poverty level
 - Coordination with other programs and agencies
 - Community development priority analysis and strategy
 - Institutional structure
 - Housing
 - Public Services
 - Community development
 - Strengths in the institutional structure
 - Gaps in the institutional structure
 - Coordination
 - Implementation of housing and community development strategy

viii. *Attachments/Other*

- Source documentation and data;
- Interim reports, memorandums, addendums, etc.
- Public announcement as published (or script, if broadcast);
- Information packets, surveys, questionnaires, and other materials handed out at public meetings;
- Formalized notes from and/or descriptive narrative of events;
- Copies of written public comments, summaries of verbal comments, and responses.
- Presentation materials for stakeholder meetings, public meetings and hearings.
- Any other materials substantially relevant to the Consolidated Plan or its development process.

A Citizen Participation Plan Amendment will be a required deliverable as part of the Scope of Services for this project.

A copy of CDBG and HOME Policies and Procedures and all other relevant internal policies and documents will be provided to the selected Consultant. The Consultant will review these documents for compliance with HUD regulations and CDBG/HOME program administration.

D. Final HUD Approval

Should HUD not grant Final Approval of the Consolidated Plan, the Consultant must bring the document to an acceptable level within the HUD-designated timeframe.

E. Implementation Timeline

THE FOLLOWING PRELIMINARY SCHEDULE MAY BE ALTERED AT ANY TIME WITHOUT PRIOR NOTIFICATION

Responses Due to City of Gastonia	September 6, 2019
Proposers' Interviews (if necessary)	September 13, 2019
Contract Start Date	September 30, 2019
Draft Documents Available for Staff Review	February 28, 2020
Review Action Plan Allocations/Approval from Chief Administrative Officer and Mayor to Proceed	March 6, 2020
Draft Documents Back to Consultant for Final Public Review Preparation	March 13, 2020
Advertise for 30-day Public Comment Period	March 20, 2020
Public Comment Period	March 21, 2020 – April 20, 2020
Presentation and Approval at City Council	May 5, 2020
Submit documents to HUD; close out contract	May 6, 2020 – May 13, 2020

F. Staff Responsibilities

The Department of Community Services Point of Contact (Grants Manager) and other staff members from the Department shall be available on a limited and negotiated basis to coordinate activities with the consultant. At a minimum, staff will be available for bi-weekly meetings/calls with the Consultant to review progress, coordinate activities, and discuss policy issues.

Department staff will also assist by providing required documents for public comments or other necessary documentation. The City of Gastonia will pay the cost of public notifications for all public hearings and public review periods.

The proposal should specifically describe any assumptions with regard to the role of City of Gastonia staff members.

III. COMPENSATION AND CONTRACT PROCESS

A. After contract award, progress invoices shall be submitted half way through the project and a final invoice after project completion, subject to review and approval by the Department of Community Services. Payment terms are Net 30 days from receipt of invoice.

B. The City of Gastonia reserves the right to award directly as a result of the written proposals. The City may or may not opt to conduct oral interviews.

D. The City of Gastonia reserves the right to negotiate with any vendor as meets the needs of the City of Gastonia. The City of Gastonia reserves the right to reject any or all proposals, and to waive any irregularities.

IV. PROPOSAL SUBMITTAL REQUIREMENTS

The final scope of services will identify a project schedule, tasks, deliverables, and expected expenditures by task. The scope will also indicate respective responsibilities of the consulting firm and City of Gastonia staff.

All respondents are required to include the following information in the submittal as a minimum. Respondents are to number and name each section as follows:

1. Methods and Approach – Describe your expected or recommended approach and tasks. Describe the anticipated interaction with the City of Gastonia. Provide an outline (i.e., timeline) of your anticipated schedule for completing consultant tasks.

2. Scope of Work Deliverables – Provide your Deliverables for the Scope of Work outlined in this document.

3. Qualifications and Experience – Provide relevant information regarding previous experience related to developing similar plans and services to the ones listed under our Deliverables above:

- Number of years in the business
- Overview of services offered, qualifications
- Names and location of similar projects. Three references of such projects, to include:
 - Service provided
 - Date of service
 - Client organization
 - Contact name and title, phone, and e-mail address of public agency reference(s) overseeing the planning effort
 - ***It is imperative that the awarded Consultant show experience with and proficiency in the web-based eCon Planning Suite format for HUD. In this section of your Proposal and in your three References, clearly express your experience with this.***
 - Samples (preferably three via a web link or pdf files) of work products for similar projects

4. List of Project Personnel – This list should include the identification of the contact person with primary responsibility for this contract, the personnel proposed for this contract, and any supervisory personnel, including partners and/or sub-consultants, and their individual areas of responsibility. A résumé for each professional and technical person assigned to the contract, including partners and/or sub-consultants, shall be submitted. The résumés shall include at least three references from previous assignments.

5. Organization Chart/Proposed Project Team – An organization chart containing the names of all key personnel and sub-consultants with titles and their specific task assignment for this contract shall be provided in this section.

6. Availability – Describe the availability of project personnel to participate in this Project in the context of the consultant firm's other commitments.

7. Estimated Hours by Task – Provide estimated hours for each proposed or optional task, including the time required for meetings, conference calls, etc.; and the total project cost.

8. Schedule of Rates and Cost by Task - Provide a schedule of rates and an anticipated cost of each task identified in the Scope of Work Deliverables section; including the preliminary and final reports, and the total project cost.

V. Review and Scoring

The following criteria will be used to evaluate proposals.

Standard	Criteria	Points Available (100)
Scope of Proposal	Does the proposal reflect an understanding of the project objective, methodology to be used and desired results?	30
Personnel/Experience	Do the persons working on the project have necessary experience and qualifications? Are sufficient resources committed to the project? Does the individual/firm have prior experience with Consolidated Plans? Are references adequate?	25
Availability	Does the proposed timeline reflect the project goals and is it realistic to meet requirements? Are qualified staff available to assist as necessary?	15
Cost	Is the proposed cost reasonable and adequate to meet project requirements? Are appropriate expenses clearly outlined?	30

Grading

The Formality of RFP Highlighted