



REQUEST FOR
PROPOSALS FOR

**CONSULTANT
SERVICES**

FOR

COMPREHENSIVE ADMINISTRATION OF LOCAL HUD PROGRAMS

RFP NUMBER: # 06082018TM

PROPOSAL SUBMISSION DEADLINE: (Prior to 3:00 p.m., **7/27/2018**)

PROPOSAL CONTACT: Thomas Morgan, thomas.morgan@fresno.gov

Development and Resource Management Department - Housing
and Community Development Division Phone: (559) 621-8003

CITY OF FRESNO

REQUEST FOR PROPOSALS

COMPREHENSIVE ADMINISTRATION OF LOCAL HUD PROGRAMS

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PUBLIC NOTICE

THE CITY OF FRESNO IS INVITING RESPONDENTS TO SUBMIT PROPOSALS FOR THE COMPREHENSIVE ADMINISTRATION OF LOCAL HUD PROGRAMS

The City of Fresno (City) desires to select qualified Respondent(s) to provide professional consulting services for development of a Comprehensive Administration of Local Formula Programs from the U.S. Department of Housing and Urban Development's (HUD) Office of Community Planning and Development (CPD). Qualified consultants are invited to submit a Proposal.

Consultants interested in proposing, can download a RFP package by visiting www.fresno.gov/Businesses and selecting Bid Opportunities.

All questions must be submitted on RFP Question form found in this RFP. Questions must reference the appropriate page and section, and must be submitted by the deadline set forth in Section C. The City will not respond to questions received after the deadline. Questions must be directed to Thomas Morgan, Housing and Community Development Division manager via email at Thomas.Morgan@fresno.gov, or by calling (559) 621-8003, or by visiting the City of Fresno, Development and Resource Management office, located at 2600 Fresno Street, Room 3065, Fresno, CA 93721.

Proposals are to include all labor, material, tools, equipment and incidentals to perform the work, as described in this RFP.

Proposals are due no later than 3 p.m. (PDT) on July 27, 2018, to the address noted above. The City of Fresno reserves the right to reject any and all Proposals.

THE CITY OF FRESNO IS INVITING RESPONDENTS
TO SUBMIT PROPOSALS FOR
COMPREHENSIVE ADMINISTRATION OF LOCAL HUD PROGRAMS

The City of Fresno (City) participates in the HUD CPD programs for Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Partnership Program (HOME), and Housing Opportunities for People with AIDS (HOPWA). The City receives an annual allocation of approximately \$11,000,000.

The City's Development and Resource Management Department desires to procure a consultant team and/or individuals with experience in the comprehensive program administration and implementation, development and coordination of programmatic plans, and performance reports (including but not limited to the Annual Action Plan, Assessment of Fair Housing, and the Consolidated Annual Performance and Evaluation Report – CAPER).

Upon review of proposals, the City may negotiate with and select for award one or more Respondents, or none. The City reserves the right to reject any and all proposals. Any resulting awards are subject to applicable meet and confer requirements with bargaining units.

Any resulting contract and associated City expenditures shall not exceed the applicable annual statutory limits on administration and planning for each formula program.

A. Background

Fresno, California is the fifth largest city in California with a diverse population of approximately 527,000, and is located in the Central San Joaquin Valley. Over the next 25 years the population is expected to grow to more than 970,000. With one of the highest concentrations of poverty in the nation, the City is committed to restoring neighborhoods and providing improving the quality of life for all residents in Fresno.

In order to qualify for and receive federal grant funding through HUD the City, an entitlement jurisdiction, is required to prepare a Consolidated Plan, including the Assessment of Fair Housing (AFH), every five years, an annual action plan detailing the housing, community, and economic development activities proposed for funding through the CDBG, HOME, ESG, and HOPWA programs, and a CAPER capturing results each year. The development of the Annual Action Plan occurs through a needs hearing, a citizen participation process, an application period, and a program budgeting process.

The City has recently been allocated \$11,162,639 for the 2018-2019 budget year. The City's adopted Consolidated Plan and Annual Action Plan can be found on the City's website at:

<https://www.fresno.gov/darm/housing-community-development/#tab-03RequiredQualifications>

The City is seeking an experienced firm or team of professionals to administer the portfolio of federal formula programs. The selected Respondent(s) will: 1) have demonstrable experience with complex, interrelated issues encountered in administering and implementing HUD CPD programs; 2) be thorough and knowledgeable about HUD regulations and documentation requirements; 3) assemble a team (if applicable) that is aggressive in its efforts to learn about the City's programs and work in a timely, efficient, and fiscally prudent fashion; 4) understand how to seek and incorporate public input into required plans.

Successful Respondents will have demonstrated experience working with entitlement jurisdictions on similar activities outlined in the proposal.

B. Scope of Services

Tasks listed below are summaries of applicable activities necessary to administer and oversee the four formula programs, and not intended to represent a complete listing of day to day activities of the consulting firm(s). While Respondents may submit a proposal for either all or some of the funding programs or program groups, the City's preference is to hire a single Consultant responsible for the entire Scope of Services. This preference for a single consultant is not intended to discourage the use of sub-consultants in the performance of the tasks, but rather to help ensure unified program delivery.

Task 1. Consultant will administer and implement the City's Federal Formula Programs including but not limited to:

- Prepare documents including contracts, agreements, and amendments;
- Prepare and publish hearing notices for citizen input on the allocation of Annual funds and/or any changes in the allocation of funds;
- Prepare reports for City review and approval of projects and activities;
- Administer and process subrecipient agreements, notices of grant awards, reimbursements and all necessary documentation;
- Close-out the NSP program (NSP1 and NSP3);

- Prepare and complete all required reports and documents, including the Quarterly Performance Report, labor standards report and Contract/Subcontract activity report; and
- Keep City informed about current HUD requirements for the CPD Programs including rule changes, funding levels, etc.

Task 2. Consultant will assist City staff in the preparation of staff reports, related exhibits and presentation materials; provide input on resolutions for agenda items pertaining to the entitlement programs; and participate in public meetings as may be requested by City staff.

Task 3. Consultant will prepare notice of grant awards and subrecipient agreements to implement projects including project scope of work and budgets.

- Complete and submit all documents which describe the projects, funding amounts, program beneficiaries and project locations;
- Prepare and process amendments for on-going projects; and
- Prepare and publish public hearing notices for substantial changes in project description and or funding levels.

Task 4. Consultant will prepare funding requests for each project.

- Review payment requests and invoices for allowed costs pursuant to CDBG criteria and the associated notice of grant award/subrecipient agreement;
- Administer the Integrated Disbursement and Information System (IDIS);
- Conduct monthly reconciliation with the City's People Soft system;
- Prepare and submit draw packages; and
- Monitor the drawdown of funds in order to comply with HUD regulations and Consolidated Plan performance goals.

Task 5. Consultant will coordinate with staff and gather all necessary files and documentation for program monitoring and audit preparation.

- Develop and maintain all necessary documentation for monitoring and Single Audit; and
- Assist Federal monitors during program performance reviews, and City auditors during Single Audit.

Task 6. Consultant will act as one of the City's representatives to the regional CPD Office.

- Coordinate program monitoring visits and audits;
- Prepare responses to correspondence and monitoring findings;
- Submit inquiries for clarification and determinations on behalf of the City; and
- Attend all mandatory trainings.

Task 7. Consultant will ensure compliance with all applicable Federal, State and local laws and policies.

- Develop and maintain current policies and procedures for all aspects of the programs;
- Keep updated copies of all regulations and handbooks at appropriate locations;
- Circulate information bulletins to City staff as necessary;
- Train City staff and subrecipients as needed; and
- Attend HUD seminars on program and regulatory changes.

Task 8. Consultant will provide for a marketing plan to generate qualified applicants to participate in the relevant programs such as Senior Paint or Minor Repair with special emphasis on outreach to the low-income neighborhoods.

Task 9. Consultant will be responsible for the preparation and submission of all applicable annual HUD plans and reports including but not limited to the annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and various HUD quarterly, semi-annual and annual reports. [Note: The City will be issuing a separate RFP for consultant services to assist in its preparation of its upcoming 2020 – 2024 Consolidated Plan and the 2019 Assessment of Fair Housing.

C. Schedule

The process of selecting the Respondent will proceed according to the following timeline.

Activity	Schedule*
City Release of RFP	July 11, 2018
Deadline for Respondent's Questions	July 24, 2018
Proposal Submission Deadline	July 27, 2018
Respondent Interviews	Week of July 30, 2018
Selection of Respondent	August 6, 2018
City Council Approval of Contract	August 30, 2018
Commencement of Agreement	September 4, 2018

* *Subject to change*

D. Proposal Content Requirements

1. *Statement of Interest.* This cover letter should provide a statement of interest for the completion of the distinct phases of a specific planning process; highlights of the Respondent's qualifications; understanding of the key elements of the proposed technical assistance; project team coordination methods if applicable; contact person, phone and fax numbers, and e-mail address.
2. *Firm Description.* A complete and detailed description of the firm must be provided, including:
 - Respondent address, telephone and fax number, and e-mail address.
 - A description of the legal entity with whom the City would contract.
 - Nature of the firm (corporate officers, principal stockholders, general and limited partners, etc.).
3. *Qualifications.* The Respondent's qualifications must be described in detail, including:
 - Submitting parties must be thoroughly competent and capable of satisfactorily performing the scope of services covered by this proposal.
 - Detail work experience with the entitlement jurisdictions, and HUD CPD Offices.
 - Demonstrate capability in implementing programs and projects, and in preparing and analyzing grant-funded financial documents.
 - Describe the Respondent's most relevant work projects.
 - References (name, title and telephone number) for each project cited.
 - Client references must be included, with a brief description of services provided, dates of activity and the name of a contact person and phone number for each referenced job.
4. *Respondent Team (if applicable).* Identify the planning team including sub Respondents. Specify the relevant experience of the team members and sub Respondents. Describe the management and staffing configuration to be utilized to complete the Scope of Services. The proposal must indicate a staff representative assigned to act as Project Manager, who will have primary responsibility.
5. *Fees.* Respondents shall provide a schedule of Respondent fees and costs associated with the development and completion of each distinct component of a specific process outlined. This section shall include the proposed staff hourly rates, plus any permitted overhead, travel and/or additional project costs, along with a not to exceed service amount for the current fiscal year and an annualized not to exceed service amount for the following fiscal years. **(Please note that the contract will be awarded for the 2018-19 fiscal year with the awards for the additional years based on contractor performance and availability of funding).** A cost breakdown should be provided for any additional meetings, workshops, or events with staff. Further, the proposal must indicate a

commitment on the part of the submitting individual or firm that the total expenditures will not exceed mandated limits for program administration.

6. *Schedule:* Respondents shall provide an implementation schedule for the each component of the project.
7. *Contract Requirements:* The City will be utilizing a Standard City Consultant Agreement, attached as **Exhibit C**. The terms of the Agreement are not subject to change. Copies of the City's local preference and Respondent Selection Policies are available upon request. The Respondent must comply with applicable local, State, and Federal laws including prevailing wage rates and their payment in accordance with California Labor Code, Section 1775. The Federal Requirements, attached as **Exhibit D**, are not subject to change.
8. *Licensures/Certifications:* Provide a list of applicable licenses and certifications held by the Respondent.
9. *Disclosure of Conflict of Interest Statement:* The Disclosure of Conflict of Interest Statement attached as **Exhibit A** shall be completed and submitted as part of the response to the RFP.
10. *Acknowledgement of Addendums:* Respondents shall acknowledge receipt of any addendum to this solicitation by signing and returning the attached addendum form included in the attachment section by the time and date specified for receipt of RFPs.

Proposal Submission Requirements

1. Six (6) hard copies and one digital copy of the Proposal must be submitted to:

City of Fresno
Development and Resource Management Department
Attn: Thomas Morgan, Housing and Community Development Division Manager
2600 Fresno Street, Room 3065
Fresno CA 93721
Thomas.Morgan@fresno.gov
2. Proposals submitted via any form of electronic transmission (except as listed above), such as electronic mail or facsimile will not be considered.
3. If the submission of the Proposal is by any means other than personal delivery, then it is the Respondent's sole responsibility to ensure the submissions are delivered to the exact location by the time specified.

4. Proposals should be clear, concise, and complete. They should be submitted using an 8 ½" by 11" portrait format.
5. Proposals may be bound by any means except 3-ring binders and paper/binder clips.
6. By submission of a proposals, the Respondent acknowledges that it has read and thoroughly understands the Scope of Service, agrees to all terms and conditions stated herein, and acknowledges that it can perform all tasks, as required.
7. Respondents must include the following information on the outside of the envelope:

**PROPOSAL – Comprehensive Administration of HUD CPD Programs –
Attn: Thomas Morgan, Housing and Community Development Division
Manager, Development and Resource Management Department.**

The Respondent will work in conjunction with City staff. Respondents are encouraged to include local firms on the project team if applicable.

Proprietary/Confidential Information Package Requirements

The Proposer is advised that the City is public and as such may be subject to certain state and/or local Public Records Act provisions regarding the release of information concerning this RFP. If a request is received by the City for the release of Proposer's proprietary/confidential information, subject request will be referred to the Respondent for review and consideration. If Respondent chooses to declare the information proprietary/confidential and withhold it from release, it shall defend and hold harmless the City from any legal action arising from such a declaration.

E. Communication

Restrictions on Communications

In addition to the communication restrictions in the ordinance below, Respondents or their representatives are prohibited from communicating with any City employees not expressly noted in this RFP. This communication restriction applies from the time the public notice is published until any contract award has been approved by the City or there has been a rejection of all RFPs or this RFP has been canceled.

Generally, the Respondents or their representatives are prohibited from communicating with the City except as provided under item 3. This includes "thank you" letters, phone calls, e-mails, and any contact that results in the direct or indirect discussion of the RFP.

Violation of this provision by the Respondent and/or their agent may lead to disqualification of the Respondent's RFP from consideration.

Regulated Communication in City Procurement Process Ordinance

The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Respondent, or Respondent (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter that is the subject of this competitive procurement process.

Any Respondent or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code Chapter 4, Article 6 may be obtained by logging onto the City's website at <http://www.fresno.gov>. Under "Government" on the top right portion of the home page, click on "City Clerk" and then click on "Fresno Municipal Code" located in the middle of the page. The Fresno Municipal Code can also be viewed directly at:

<http://www.municode.com/Resources/gateway.asp?pid=14478&sid=5>.

Debarment

A Respondent who has been determined by the City to be non-responsible may be debarred from bidding or proposing upon or being awarded any contract with the City from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Resolution No. 2003-130 adopted by Council on April 29, 2003. The initial period of any such debarment shall not be less than one year or more than three years. A Respondent may request a hearing, in accordance with Resolution No. 2003-130, upon receipt of a notice of proposed debarment from the City Manager or his/her designee. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

F. Additional Information

1. **Reservation of Rights. The City reserves the right to:**
 - a. Accept or reject any and all proposals received, or part therein
 - b. Withdraw or cancel the entire RFP without notice
 - c. Issue a subsequent RFP

- d. Remedy technical errors in the Agreement negotiation process
- e. Negotiate with any, all, or none of the Respondents to the RFP
- f. Waive any informalities and irregularities
- g. Accept multiple proposals
- h. Make multiple recommendation(s) to the City Council
- i. Request additional information or clarification
- j. All responses and their contents will become the property of the City.

2. **Pre-Contractual Expenses.** The City will not reimburse Respondents or sub-Respondents for any costs associated with any travel and/or per diem incurred in any presentations or for any costs in preparing and submitting the responses.
3. **Right to End Negotiations.** The City reserves the right to end, in its sole discretion, negotiations at any time with any and/or all Respondents. This RFP does not commit the City to enter into a contract, nor does it obligate it to pay any costs incurred in the preparation and submission of proposals or in anticipation of a contract.
4. **Professional Liability Insurance.** Professional liability insurance is required as set forth in the City's standard consultant agreement, which includes a conflict of interest statement and completion of a statement of economic interest.
5. **Equal Opportunity.** The City hereby notifies all Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
6. **Standard City Consultant Agreement.** The City will be utilizing a Standard City Consultant Agreement with an initial term of one year and extendable, at the City's sole discretion, for up to two additional periods of 12 months, for a maximum term of no more than three years. The Consultant Agreement is attached as Exhibit C.

Any contract exceeding \$50,000 shall be subject to the approval of the City Council in accordance with the Fresno Municipal Code.

7. **Delivery.** The successful Respondent(s) shall be ready to begin services after award of contract or notice to proceed. The Contractor shall give City not less than 48 hours advance notice of the start of any work. Failure to complete assigned project with the time allowed may result in the cancellation of the Agreement.

G. EVALUATION CRITERIA

Each Respondent will be evaluated in accordance with the criteria and weighted scoring and ranking methodology herein. Respondents may propose to administer all aspects of a City HUD CPD entitlement “funding program” and may proposed to administer more than one funding program. The subject entitlement fund programs are:

- **Community Development Block Grant (CDBG, 24 CFR 570),**
- **HOME Investment Partnerships Program (HOME, 24 CFR 92),**
- **Housing Opportunities for Persons With AIDS/HIV (HOPWA, 24 CFR 574), and**
- **Emergency Solutions Grant (ESG, 24 CFR 576)**

Alternatively, Respondents may propose to administer a “program group” that cross-cuts funding programs. Examples of program groups include:

- **Program Planning** (Consolidated Plan, Action Plan, CAPER, and Assessment of Fair Housing – AFH)
- **Homeless and Homelessness Prevention** (ESG, HOPWA, HOME TBRA, and CDBG homeless facilities and homeless public services).
- **Homeowner Housing Repair and Rehabilitation Programs** (CDBG paint, minor repair, lead hazard reduction and roofing programs, and HOME Rehab)
- **Program-level Affordable Housing Development and Substantial Rehabilitation** (HOME, CHDO, and CDBG) [Proposals for specific projects will not be accepted under this RFP]
- **Subrecipient Management, Capacity Building, and Compliance Monitoring** (CDBG, HOME, CHDO, ESG and HOPWA)
- **Prevailing Wage Determination, Monitoring, Compliance and Reporting** (CDBG, HOME, and CHDO)
- **Part 58 Environmental Review and Compliance**, including non-City funded CoC and other activities under Part 58 (CDBG, HOME, CHDO, ESG, HOPWA and non-City HUD funded activities)

Each Respondent will be evaluated for each funding program and/or program group included in their proposal(s). In other words, a Respondent expressing an interest in assisting in the delivery of all four funding programs will be evaluated and ranked for

each of the four programs. Similarly, a Respondent expressing an interest in multiple program groups will be evaluated and ranked by each program group. The City's objective is to select the best Respondent or combination of Respondents to assist in the administration of HUD entitlement programs.

1. Evaluation Criteria

Each Respondent proposal will be evaluated for the following factors in a 100 point weighted scoring system. The weighting takes into account the relative importance of each factor as it relates to the overall delivery of the program.

Scoring Factor	Maximum Number of Points
Quality of the proposal	24
Respondent qualifications and experience	28
Ability and capacity of the Respondent	20
Compensation	16
MBE/WBE/Section 3 Certification	12
TOTAL	100

2. Scoring Factors and Criteria

Scoring Factor 1 – Quality of the Proposal:

The proposal is comprehensive in addressing each task associated with the funding program or program group.

- The proposal evidences the Respondent has a good understanding of the various technical aspects for each program or program group.
- The proposal evidences the Respondent has a working in-depth knowledge of the requirements associated within each technical area.
- The proposal provides a clear description of how the work will be managed and coordinated with City staff.
- The proposal provides a realistic and complete step-by-step timetable for achieving milestones and the associated critical tasks for each milestone. Each

task should indicate which of the Respondent team members will be responsible for completing the task.

- The proposal provides an estimated allocation of hours by key tasks. The estimate of hours appears sufficient for the scope of the assignment.

Each proposal reviewer will refer to the following scale as tool for quantifying their assessment of the *Quality of Proposal* factor and maintaining scoring consistency across individual assessments:

Excellent (24 Points)

Above Average (18 Points)

Average (12 Points)

Below Average (6 Points)

Poor (0 Points)

Scoring Factor 2 – Respondent Qualifications and Experience

- The Respondent has experience in managing the applicable funding program or program group.
- The Respondent's staff assigned to the project on a day-to-day basis has the technical training and experience appropriate to the scope of work in the RFP.
- The Respondent will have experienced senior staff available to supervise project staff on-site.
- The Respondent has previously worked for the City and the overall quality of their work was _____. *[Each reviewer will be provided with a summary of the previous work]*
- The experience of Respondent's clients with the Respondent's work. *[Each reviewer will be provided with a summary of each reference check]*. The reference check will ask each client to separately rate the Respondent's overall performance, technical abilities and customer service skills; and inquire as to Respondent's timeliness in completing tasks ability to stay within budget.

Each proposal reviewer will refer to the following scale as tool for quantifying their assessment of the *Respondent Qualifications and Experience* factor and maintaining scoring consistency across individual assessments:

Excellent (28 Points)

Above Average (21 Points)

Average (14 Points)

Below Average (7 Points)

Poor (0 Points)

Scoring Factor 3 – Availability and Capacity of the Respondent

- The Respondent has the availability and capacity to undertake the assignment based upon a review of their current and projected workload.
- The Respondent's ability to provide staff in Fresno on a day-to-day basis over the term of the project, as necessary.
- The Respondent's capacity to meet the time and budget requirements for the project.

Each proposal reviewer will refer to the following scale as tool for quantifying their assessment of the *Availability and Capacity of the Respondent* factor and maintaining scoring consistency across individual assessments:

Excellent (20 Points)

Above Average (15 Points)

Average (5 Points)

Poor (0 Points)

Scoring Factor 4 – Proposed Compensation

- a) Determination the proposed fully burdened compensation is comparable to the proposed compensation in the other responses within the funding program or program group. Comparable, in this sub-factor, is defined as within 85% to 110% of the median proposed compensation. If comparable, 3 points will be awarded. If not comparable, zero points will be awarded.
- b) Determination that the proposed fully burdened compensation is comparable to the adjusted historical compensation experience of the City for similar services over the past three years. For compensation predating March 1, 2018, compensation will be adjusted to March 2018 by entering the compensation and month and year of contract execution into the U.S. Department of Labor, Bureau of Labor Statistics CPI Inflation Calculator, which can be found at: https://www.bls.gov/data/inflation_calculator.htm. Comparable, in this sub-factor, is defined as within 85% to 110% of the adjusted compensation. If comparable, 3 points will be awarded. If not comparable, zero points will be awarded. *[Staff will collect historical compensation information, make adjustments and provide to panel]*
- c) Determination the proposed fully burdened compensation for each labor category is comparable to current U.S. General Services Administration Contract Awarded Labor Category (CALC) labor category rates for professional services.

Comparable, in this sub-factor, is defined as within a range of the CALC generated “-1 standard deviation” to 110% of CALC Average Hourly Rate for each labor category. If comparable, 3 points will be awarded. If not comparable, zero points will be awarded. *[Staff will provide panel with GSA CALC rates and comparable range calculations for each labor category in the proposal]*

- d) Determination the proposed compensation is comparable with City estimates. Comparable, in this sub-factor, is defined as within 85% to 110% of the internal estimates. If comparable, 3 points will be awarded. If not comparable, zero points will be awarded. *[Staff will provide internal estimate to panel]*.
- e) The above sub-factor scores will be added together to determine the *Proposed Compensation* factor score.

Each proposal reviewer will refer to the following scale as a tool for quantifying their assessment of the *Proposed Compensation* factor and maintaining scoring consistency across individual assessments:

Excellent, when the result for “e.” is 12 (16 Points)

Above Average, when the result for “e.” is 9 (12 Points)

Average, when the result for “e.” is 6 (8 Points)

Below Average, when the result for “e.” is 3 (4 Points)

Poor, when the result for “e.” is 3 (0 Points)

Scoring Factor 5 – MBE/WBE/Section 3

- Respondent is certified as a Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and/or Section 3 enterprise.

Each proposal reviewer will refer to the following scale as tool for quantifying their assessment of the *MBE/WBE/Section 3* factor and maintaining scoring consistency across individual assessments:

Yes, one or more certifications. (12 points)

No (0 points)

Each Proposal score will be scored using the **RESPONDENT SCORING MATRIX** on the following page.

RESPONDENT SCORING MATRIX

EVALUATION FACTOR/	Respondent 1	Respondent 2	Respondent 3	Respondent 4	Respondent 5	Respondent 6	Respondent 7
1. QUALITY OF PROPOSAL (24 Points Maximum)							
2. RESPONDENT QUALIFICATIONS / EXPERIENCE (28 Points Maximum)							
3. AVAILABILITY AND CAPACITY OF RESPONDENT (20 Points Maximum)							
4. PROPOSED COMPENSATION SCHEDULE (16 Points Maximum)							
5. MBE/WBE/Section 3 Respondent (12 Points Maximum)							
TOTAL SCORE: (100 Points Maximum)							

H. ATTACHMENTS

Exhibit A - Disclosure of Conflict of Interest

Exhibit B - Acknowledgment of Addendums

Exhibit C - Standard City Agreement

Exhibit D – Federal Requirements

Exhibit E – RFP Question Form

Exhibit F – Acceptance of Indemnification and Insurance Requirements

Exhibit G – Non Collusion Affidavit

EXHIBIT A - DISCLOSURE OF CONFLICT OF INTEREST

RFP: Comprehensive Administration of Local HUD Programs

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners, or investors in a business that does business with the City of Fresno, or in a business that is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____ Signature

_____ Date

_____ (name)

_____ (Company)

_____ (Address)

☐ Additional page(s) attached. _____ (City State Zip)

EXHIBIT B - ACKNOWLEDGEMENT OF ADDENDUMS

Project Name: COMPREHENSIVE ADMINISTRATION OF LOCAL HUD PROGRAMS

Acknowledgement by Respondent

Each Respondent is requested to acknowledge receipt of all addendums by its signature affixed hereto and to file same with and attach to his/her response to this RFP due by 3 p.m. (PST) **July 27, 2018**.

These addendums are applicable to the project designated above. It is an amendment to the services and response requested and as such it will be considered part of and included in the contract documents. **All Respondents MUST acknowledge receipt of these addendums by entering the Addendum number, issue date, initials, with a signature in the spaces provided and include this form with their response.**

Addendum No.	Date Issued	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned acknowledges receipt of the addendums listed above and in accordance with instructions under the RFP.

Primary Project Manager Signature

Date

Primary Project Manager Name

Prospective Respondent Company

EXHIBIT C - STANDARD CITY AGREEMENT

AGREEMENT CITY OF FRESNO, CALIFORNIA CONSULTANT SERVICES

THIS AGREEMENT is made and entered into effective the [Day of the Month e.g., 1st] day of _____, [Year], by and between the CITY OF FRESNO, a California municipal corporation (CITY), and [Consultant Name], [Legal Identity] (CONSULTANT).

RECITALS

WHEREAS, CITY desires to obtain professional [Kind of Service] services for [Describe Project] (Project); and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a [Consultant's Profession] and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for CITY by its (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through [End Date], subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed [Fee Amount: e.g. Five Hundred Dollars (\$500.00)], paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement

which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or designee at any time and in his/her sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the

insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and 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 CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor. CONSULTANT and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers, officials, employees, agents and volunteers by using Insurance Service Office (ISO) form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply

with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, 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. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers'

compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any

subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno,
California, the day and year first above written.

CITY OF FRESNO,

a California municipal corporation

Addresses:

By: _____

[Name],

[Title]

YVONNE SPENCE, CMC

City Clerk

CITY:

City of Fresno

Attention: [Name],

[Title]

[Street Address]

Fresno, CA [Zip]

By: _____

Deputy

Phone: (559) [#]

FAX: (559) [#]

APPROVED AS TO FORM:

City Attorney's Office

By: _____

[Name] Date

Deputy City Attorney

ATTEST:

[Consultant Name],
[Legal Identity]

(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

By: _____

Any Applicable Professional License:

Number: _____

Name: _____

Name: _____

Date of Issuance: _____

Title: _____

(If corporation or LLC., Board
Chair, Pres. or Vice Pres.)

CONSULTANT:

[Consultant Name]

By: _____

Attention: [Name],
[Title]
[Street Address]

Name: _____

[City, State Zip]

Phone: [area code and #]

Title: _____

FAX: [area code and #]

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

Agreement Exhibit A

SCOPE OF SERVICES

Consultant Service Agreement between City of Fresno (CITY)

and [Consultant Name] (CONSULTANT)

[Project Title]

[Describe Scope of Service]

[Schedule of Fees and Expenses]

Agreement Exhibit B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno (CITY)

and [Consultant Name] (CONSULTANT)

[Project Title]

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) and Cyber Liability (Privacy and Data breach) insurance appropriate to CONSULTANT'S profession.

MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under

the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

- (i) \$2,000,000 per claim/occurrence; and,
- (ii) \$4,000,000 policy aggregate.

6. **CYBER LIABILITY** insurance with limits of not less than:

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing operations by use of ISO Form CG 20 10 11 85 or CG 20 10 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

The Cyber Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required for claims involving any professional services for which Consultant is engaged with the City for such length of time as necessary to cover any and all claims

If the Professional (Errors and Omissions) and Cyber Liability insurance policy(ies) is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the

commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS - If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, CONSULTANT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or

designee. If no side agreement is required, CONSULTANT shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and CONSULTANT shall ensure that CITY, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with CONSULTANT, and CITY, prior to commencement of any work by the subcontractor.

Agreement Exhibit C
DISCLOSURE OF CONFLICT OF INTEREST

[Project Title]

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
<p>* If the answer to any question is yes, please explain in full below.</p>			

Explanation: _____

Signature

Date

(name)

(company)

(address)

(city state zip)

☐ Additional page(s) attached.

EXHIBIT D FEDERAL REQUIREMENTS

The following Federal Requirements, as applicable shall be incorporated without alteration into all Agreements with successful Respondents:

1. **Ownership:** Ownership of all real or personal property, acquired in whole or in part with CDBG, NSP, HOME, ESG and/or HOPWA funds (HUD Funds) for use on this Activity, shall be vested in the City of Fresno (CITY), unless otherwise authorized by the CITY. When the CONSULTANT determines that the property is no longer required for the purposes of this Activity, the CONSULTANT must notify the CITY and obtain approval for disposition of the property in accordance with applicable guidelines.
2. **Copyright:** Except as otherwise provided in the terms and conditions of this Contract, the CONSULTANT paid through this Contract is free to copyright any books, publications or other copyrightable materials developed in the course of the Activity and under this Contract. However, HUD and the CITY reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for the U.S. Department of Housing and Urban Development (HUD) and CITY purposes:
 - (a) the copyright in any work developed under this Contract; and
 - (b) any rights of copyright to which a CONSULTANT purchases ownership with grant support.

The Federal government's rights and the CITY's rights identified above must be conveyed to the publisher and the language of the publisher's release form must insure the preservation of these rights.

3. **Reporting Requirements:** The CONSULTANT agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the CITY or HUD. Further, the CONSULTANT agrees to require any subcontractors to submit reports that may be required and to incorporate such language in its agreements. Failure to meet deadlines with the required information could result in liquidated damages and sanctions in accordance with the Contract.
4. **Access to Records:** All records with respect to all matters covered by this Contract shall be made available at any time for audit and inspection by HUD, the CITY or their representatives upon their request.
5. **Maintenance of Records:** Records for non-expendable property purchased totally or partially with Federal funds must be retained for five years after final close-out of the grant. All other pertinent contract records including financial records, supporting documents and statistical records shall be retained for a minimum of five years after the final close-out report. However, if any litigation, claim, or audit is started before the expiration of the five year period, then records must be retained for five years after the litigation, claim or audit is

resolved.

6. **Confidential Information:** Any reports, information, data, etc., given to, prepared by, or assembled by the CONSULTANT under this Contract, which the Grantee or the CITY requests to be kept confidential, shall not be made available to any individual or organization by the CONSULTANT without prior written approval of HUD or the CITY, as applicable.
7. **Reporting of Fraudulent Activity:** If at any time during the term of this Contract anyone has reason to believe by whatever means that, under this or any other program administered by the CITY, a recipient of funds has improperly or fraudulently applied for or received benefits, monies or services pursuant to this Contract or any other contract, such information shall be reported immediately to the appropriate authorities.
8. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise.
9. **Conflicts of Interest and Ethical Standards:** The following provisions regarding “conflicts of interest” apply to the use and expenditure of CDBG funds by the Grantee and its subrecipients, including the CONSULTANT.

In the procurement of supplies, equipment, construction and services, the more restrictive conflict of interest provisions of HUD, the CITY or the State of California apply. In instances not governed by the above, the following provisions shall apply:

- a) Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY or other unit of general local government or any designated public agencies or subrecipient which are receiving HUD funds who exercise or have exercised any function or responsibilities with respect to HUD funded activities assisted herein or are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by the CITY on a case by case basis as requested upon full disclosure in writing.
- b) Should any governmental entity, CONSULTANT, subcontractor, employee or official know or perceive any breach of ethical standards or conflict of interest under the HUD grant, they shall immediately notify the CITY. If the CITY finds any circumstances that may give rise to a breach of ethical standards or conflict of interest, under any grant, they shall notify the CITY. The CITY may undertake any administrative remedies it deems appropriate, where there is a breach of ethical standards or conflict of interest under the regulations

governing the CDBG Program and the CITY policies.

10. **Applicable Law:** In addition to the applicable Federal laws and regulations, this Contract is also made under and shall be construed in accordance with the ordinances of the CITY. By execution of this Contract, the CONSULTANT agrees to submit to the jurisdiction of the CITY for all matters arising or to arise hereunder, including but not limited to performance of said Contract and payment of all licenses and taxes of whatever kind or nature applicable hereto.
11. **Limitation of Liability:** The CONSULTANT will not assert in any legal action by claim or defense, or take the position in any administrative or legal procedures that he is an agent or employee of the CITY. The CITY shall not be liable for failure on the part of the CONSULTANT, their subcontractors any other party representing the CONSULTANT to perform all work in accordance with all applicable laws and regulations. The CONSULTANT agrees to defend, indemnify, and hold harmless the CITY from and against all claims, demands, judgments, damages, actions, causes of actions, injuries, administrative orders, consent agreement and orders, liabilities, penalties, costs, and expenses of any kind whatsoever, including, without limitation, claims arising out of loss of life, injury to persons, property, or business or damage to natural resources in connection with the activities of the CONSULTANT and any other third parties in a contractual relationship with the CONSULTANT, or a subsidiary, whether or not occasioned wholly or in part by any condition, accident, or event caused by any act or omission of the CITY as a result of the Contract.
12. **Legal Services:** No attorney-at-law shall be engaged through the use of any funds provided under this Contract in any legal action or proceeding against the CITY, any local public body or any political subdivision.
13. **Contract:** If any provision in this Contract shall be held to be invalid or unenforceable, the remaining portions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this Contract, the parties shall promptly negotiate a replacement provision, which addresses the intent of such provision.
14. **Amendments:** Any changes to this Contract affecting the scope of work of the Activity must be approved, in writing, by the CITY and the CONSULTANT and shall be incorporated in writing into this Contract.
15. **Termination for Convenience:** This Contract may be terminated for convenience in accordance with 24 CFR Part 85.44.
16. **Sanctions:** If the CONSULTANT fails or refuses to comply with the provisions set forth herein, the CITY may take any or all of the following actions: cancel, terminate or suspend in whole or in any part the contract, or refrain from extending any further funds to the CONSULTANT until such time as the CONSULTANT is in full compliance.
17. **Subcontracting:** If any part of the work covered by this Contract is to be subcontracted, the CONSULTANT shall identify the subcontracting organization and the contractual arrangements made therewith to the Owner and to the CITY. All subcontracts must be approved by the Owner and the CITY to insure they

are not debarred or suspended by the Federal or CITY governments and to insure the Owner and the CITY understand the arrangements.

18. **Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Areas:**

It is national policy to award a fair share of contracts to disadvantaged business enterprises (DBEs), small business enterprises (SBEs), minority business enterprises (MBEs) and women's business enterprises (WBEs). Accordingly, affirmative steps must be taken to assure that DBEs, SBEs, MBEs and WBEs are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- (a) Including qualified DBEs, SBEs, MBEs and WBEs on solicitation lists;
- (b) Assuring that DBEs, SBEs, MBEs and WBEs are solicited whenever they are potential sources;
- (c) Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by DBEs, SBEs, MBEs and WBEs;
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBEs, SBEs, MBEs and WBEs;
- (e) Using the services and assistance of the Small Business Administration, Minority Business Development Agency, the CITY Office of Small and Minority Business Assistance, the U.S. Department of Commerce and the Community Services Administration as required; and
- (f) Requiring subcontractors, if any, to take the affirmative actions outlined in (1) – (5) above.

19. **Debarment Certification:** The CONSULTANT must comply with Executive Order 11246 regarding Federal debarment and suspension regulations prior to entering into a financial agreement for any transaction as outlined below.

- (a) Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$100,000 and is cumulative amount from all federal funding sources).
- (b) Any procurement contract for goods and services, regardless of amount, under which the CONSULTANT will have a critical influence on or substantive control over the transaction.

In addition, no contract may be awarded to any CONSULTANT who is ineligible to receive contracts under any applicable regulations of the CITY.

20. **Equal Employment Opportunity:** The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the CITY.

In carrying out the Activity, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or

national origin. The CONSULTANT must take affirmative action to insure that applicants for employment 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 shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause. The CONSULTANT shall CITY that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The CONSULTANT will, in all solicitations or advertisements for employees by or on behalf of the CONSULTANT, CITY that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The CONSULTANT shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for the Activity unless exempted by rules, regulations, or orders of the CITY 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 CONSULTANT 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 by the CITY advising the said labor union or workers' representatives of the CONSULTANT's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the ordinances, administrative orders or other rules of the CITY or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the CITY for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONSULTANT's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further CITY government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the CITY, or as otherwise provided by law.

21. **Age Discrimination:** In accordance with 45 CFR, Parts 90 and 91, the CONSULTANT agrees there shall be no bias or age discrimination as to benefits and participation under this Contract.
22. **Section 109 of the Housing and Community Development Act of 1974:** No person in the United CITYs shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected

to discrimination under any program or activity funded in whole or in part with HUD funds made available by the CITY.

23. **Section 504 of the Rehabilitation Act of 1973, as amended:** The CONSULTANT agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity.
24. **Section 3, Compliance and Provision of Training, Employment and Business Opportunities:** The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 USC § 1701u). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-funded activities covered by Section 3 shall, to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this said Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 135 regulations.

The CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the organization or workers' representative of the CONSULTANT's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions; the qualifications for each; and the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin. The CONSULTANT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The CONSULTANT will certify that any vacant employment positions including training positions, that are filled (1) after the CONSULTANT is selected but before this Contract has been executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT's obligations

under 24 CFR Part 135.

The CONSULTANT agrees to submit such reports as required to document compliance with 24 CFR Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

25. **Lead-Based Paint:** The construction or rehabilitation of residential structures with any portion of the Assistance is subject to the HUD Lead-Based Paint regulations found at 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential structures with any portion of the Assistance shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.
26. **Compliance with Air and Water Acts:** *(Applicable to construction contracts and related subcontracts exceeding \$100,000)* This Contract is subject to the requirements of the Clean Air Act, as amended, 42 USC § 7401 et seq., the Federal Water Pollution Control Act (Clean Water Act), as amended, 33 USC § 1251 et seq., and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time. In particular, the following are required:
 - (a) A stipulation by the CONSULTANT or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.
 - (b) Agreement by the CONSULTANT to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Sections 114 and 308, and all regulations and guidelines issued thereunder.
 - (c) A stipulation that as a condition of award of contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract under consideration is to be listed on the EPA list of Violating Facilities.
 - (d) Agreement by the CONSULTANT that the CONSULTANT will include or cause to be included the criteria and requirements in these subparagraphs (1) through (4), in every nonexempt subcontract and requiring that the CONSULTANT will take such action as the CITY may direct as a means of enforcing such provisions.

In no event shall any amount of the Assistance be utilized with respect to a facility which has given rise to a conviction under section 113(c) (1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

27. **Federal Labor Standards Provisions:** *(Applicable to construction contracts in excess of \$2,000 or CDBG residential contracts involving more than eight units or HOME residential contracts exceeding eleven units)*

The Activity or program to which the construction work covered by this Contract pertains is being funded by the United States of America and the Federal Labor Standards Provisions as set forth on Attachment 1 are included in this Contract pursuant to the provisions applicable to such Federal assistance. These provisions must be complied with or sanctions will be instituted.

Attachment 1

U.S. Department of Housing and Urban Development, Office of Labor Relations form HUD-4010 (07/2003) ref. Handbook 1344.1

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached thereto and made a part thereof, regardless of any contractual relationship which may be alleged to exist between the CONSULTANT and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification of the time actually work therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH- 1321) shall be posted at all times by the CONSULTANT and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the CONSULTANT and the laborers and mechanics to be employed I the

classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(c) In the event the CONSULTANT, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1214- 0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONSULTANT shall either pay the benefit as in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONSULTANT does not make payments to a trustee or other third person, the CONSULTANT may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the CONSULTANT, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONSULTANT to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONSULTANT under this contract or any other Federal contract with the same prime CONSULTANT, or any other Federal-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONSULTANT so much of the accrued payments or

advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the CONSULTANT or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the CONSULTANT, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension or any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the CONSULTANT, disburse such amounts withheld for an on account of the CONSULTANT or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3.(i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the CONSULTANT during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the CONSULTANT shall maintain records which show that the commitment of provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONSULTANTS employing apprentices and trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) the CONSULTANT shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the CONSULTANT will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, and Washington, DC 20402. The prime CONSULTANT is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management

and Budget Under OMB Control Number 1215-0129.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONSULTANT or subcontractor or his or her agent who pays for supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete'

(2) That each laborer or mechanic (including each apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the CONSULTANT or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United CITYs Code.

(iii) The CONSULTANT or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONSULTANT or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the CONSULTANT, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4.Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment Training Administration, Office of Apprenticeship Training, Employer and Training Services, or with a CITY Apprenticeship Agency recognized by the Office, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but

who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a CITY Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the CONSULTANT as to his entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as CITY above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONSULTANT is performing construction on a Activity in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONSULTANT's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a CITY Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONSULTANT will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every Trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits

for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONSULTANT will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The CONSULTANT shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The CONSULTANT or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a CONSULTANT and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONSULTANT (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10.(i) Certification of Eligibility. By entering into this contract the CONSULTANT certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONSULTANT's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD

programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false Statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provided in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11.Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the CONSULTANT or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No CONSULTANT or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the CONSULTANT and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONSULTANT and subcontractor shall be liable to the United CITYs in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violations of the clause set forth in subparagraph (1)

of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its

designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime CONSULTANT such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONSULTANT or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to this health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The CONSULTANT shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et. seq.

(3) The CONSULTANT shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The CONSULTANT shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



EXHIBIT E
RFP QUESTION FORM

Development and Resource Management Department
TELEPHONE # (559) 621-8003

PROPOSAL QUESTIONS FOR: COMPREHENSIVE ADMINISTRATION OF LOCAL HUD PROGRAMS RFP No: # _____ ATTENTION: Thomas Morgan Thomas.Morgan@fresno.gov	(FOR CITY OF FRESNO USE ONLY) QUESTION No: _____ DATE: _____ REVIEWED BY: _____ RESPONSIBLE FOR RESPONSE: CITY <input type="checkbox"/> <input type="checkbox"/>
FROM: _____ COMPANY: _____ CONTACT PERSON: _____	DATE: _____ PHONE No: _____
QUESTION: _____ _____ _____ _____	
ANSWER: _____ _____ _____ _____	
RESPONSE BY: _____ INCLUDED IN ADDENDUM NO. _____ DATE: _____	

One question per page - Duplicate this form as necessary

EXHIBIT F
ACCEPTANCE OF INDEMNIFICATION AND INSURANCE REQUIREMENTS

(Submit with Proposal)

Respondent's Name _____

**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION AND INSURANCE
REQUIREMENTS
FOR: COMPREHENSIVE ADMINISTRATION OF LOCAL HUD PROGRAMS**

The Respondent shall sign below that the Respondent accepts in whole the Indemnification and Insurance Requirements set forth in the Standard Agreement (Exhibit C). If the Respondent takes exception to some portions, those portions shall be listed here below and the Respondent shall sign that the Respondent accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

- ☐ **ACCEPT**
☐ **DO NOT ACCEPT**

If "DO NOT ACCEPT" is checked, please list exceptions:

Signature of Authorized Person

Type or Print Name of Authorized Person

EXHIBIT G

NON-COLLUSION AFFIDAVIT

FOR: **COMPREHENSIVE ADMINISTRATION OF LOCAL HUD PROGRAMS**

(Submit with Proposal)

Respondent's Name

Respondent declares under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Respondent has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of said Respondent or of any other Respondent, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other Respondent, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Respondent has not directly or indirectly submitted his 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 in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Respondent in this general business.

The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.

Respondents are cautioned that making a false certification may subject the certifier to criminal prosecution.