



## REQUEST FOR PROPOSAL

### CDBG FAIR HOUSING EDUCATION/TRAINING AND PAIRED AUDITING

RFP #201718-05

NOVEMBER 14, 2017

#### **I. INSTRUCTIONS AND CONDITIONS**

- A. No bid proposal will be considered for award unless submitted in the bid format described in this Request for Proposal (RFP). The bid must be fully complete and executed. Bidders shall send three (3) copies of the completed proposals which will include two (2) bound and one (1) unbound copies with a copy of this RFP attached to the front of each proposal, with appropriate responses included.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recyclable paper with removable bindings, bound in a single document. Binding can be as simple as a staple. Original and copies may be submitted in one envelope/package.

Each bid proposal must be submitted in a sealed envelope addressed to Rosa Hernandez, Procurement Services Manager, Purchasing, City of Madera, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and a statement "**DO NOT OPEN UNTIL THE TIME OF BID OPENING**" and in addition, must be plainly marked on the outside as follows:

**BID: CDBG FAIR HOUSING EDUCATION/TRAINING AND  
PAIRED AUDITING**

**RFP: 201718-05**

**Filing Deadline: 3:00 p. m., December 13, 2017**

- B. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful bidder. Any deviation from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

- C. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation. The City reserves the right to seek supplementary information from any proposer at any time after submittal and before the award.
- D. An award will be made as soon as possible after the opening of bids. Bid proposals shall remain valid for at least sixty (60) days after the opening of bids. No bid proposal may be withdrawn after the bid opening.
- E. Each bidder shall carefully examine each and every term of this RFP; and each bidder shall judge all the circumstances and conditions affecting his/her bid. Failure on the part of any bidder to make such examination and to investigate thoroughly shall not be grounds for any declaration that the bidder did not understand the conditions of this RFP.
- F. Proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
- G. The successful bidder shall enter into a formal agreement with City.
- H. The term of this agreement shall be from January 4, 2018 to March 21, 2018.
- I. Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408.  
  
Bidder must comply with any Federal or State of California License/Certification required to provide the services and also must comply with the Insurance Requirements included in the sample agreement of this RFP included as Attachment C.
- J. An award under this RFP will not be based solely on the lowest price. Proposals will be evaluated by a committee and each proposer will be scored on a point system. If an award is made, it will go to the bidder with the highest score.

Each proposer will be scored on the following point system, with a maximum of 100 points.

Price	30 points
Overall Qualifications & Experience	30 points
References	20 points
Timeline for Completion	10 points
Final Report/Presentation to Council	10 points

- K. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer, or his/her duly authorized representative, for the withdrawal of such proposal, is filed with Purchasing – Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.
  
- L. Issuance of the RFP and receipt of proposals does not commit the City to make an award. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company and to change or limit the scope of this project at any time.
  
- M. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.
  
- N. The City recognizes its policy of providing equal opportunity to all qualified persons and hereby notifies and encourages all bidders to take active race/gender-neutral steps to include Disadvantaged Business Enterprises in this and other City agreements. Disadvantaged Business Enterprises will be afforded full opportunity to submit in response to this invitation. City, as well as its recipients, subrecipients, and contractors, will not discriminate in employment practices based on race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran’s status, or request for family medical leave.

- O. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor preference shall not apply to those contracts where State or Federal law, or other laws or regulations preclude such a preference.

Bidders will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Bidders will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

- P. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by the City's Purchasing-Central Supply Division is the only method allowed with respect to changes to the RFP. Proposer is responsible to contact City's Purchasing-Central Supply Division prior to submitting a proposal to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City website at <https://www.cityofmadera.ca.gov/> under: Departments > Purchasing > Bid Announcement & Results.

**Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 p.m. Monday, November 30, 2017.** Written questions or inquiries should be emailed, mailed or faxed to:

Rosa Hernandez  
Procurement Services Manager  
City of Madera  
Purchasing-Central Supply  
1030 S. Gateway Drive  
Madera, CA 93637

[rhernandez@cityofmadera.com](mailto:rhernandez@cityofmadera.com)

FAX: (559) 661-0760

**No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All inquiries should be submitted in writing per the process described in this document. Attempts to contact any City employee other than the designated contact for this RFP may be cause for rejection of a submitted bid.**

## **II. SCOPE OF SERVICES**

The City of Madera is soliciting proposals from qualified organizations to perform Fair Housing Education/Training and Paired Auditing of privately owned, existing and under construction multi-family and single-family housing. Funding for these activities comes from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds. The Contractor carrying out these activities shall comply with all pertinent federal regulations including, but not limited to, 24 CFR Part 570 and OMB Circular A122 and A133. Please see Attachment D. This Request for Proposal (RFP) is open to all agencies, non-profits and for-profits, Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE).

Bidders must demonstrate a thorough knowledge of fair housing laws and regulations, as well as experience in implementing these into the requested activities.

The selected bidder will be responsible for developing and conducting Fair Housing education/training and paired auditing of privately owned, existing and under construction multi-family and single-family housing. This will include a minimum of four hours of education/training on fair housing laws and issues for landlords, tenants, brokers, realtors, lenders, Madera City employees and to providers of housing services. A minimum of 10 testing sites (paired test format) is required based on criteria as directed by the City, as well as additional testing sites as needed based on complaints.

Bidder must demonstrate ability to complete the Fair Housing Education and Training, Paired Auditing and Reporting on or before March 1, 2018. Successful bidder will be required to submit and present a final report to the City Council at a regularly scheduled meeting on or before March 21, 2018.

In addition, Bidders must demonstrate the following:

1. Bidders shall identify existing or proposed collaborations to ensure the success of the education/training and paired audit.
2. The work plan that details the organization, implementation, operation and administration of the education/training and paired audit. It shall also detail the timeline and milestones from initiation to completion. The Contractor shall incur expenditures and reimbursements during the year funds were awarded.

## **A. GENERAL CONCEPTS AND INSTRUCTIONS**

In order for City staff to adequately and fairly evaluate proposals, each submittal must clearly and completely provide the information as requested on the Bidder's Form (Attachment A), the Bidder's Checklist and the Supplemental Documents Checklist (Attachment B). A detailed description of each item on the Bidder's Checklist can be found on the Bidder's Form.

Bidder must demonstrate adequate board and management oversight necessary to complete the project. This should be consistent with the mission of the organization. The organization's staff should have the resources, skills and experience necessary to administer and conduct an accountable and responsible project. The organization must demonstrate that it has undertaken education/training and paired auditing of similar complexity.

Bidder must provide a description of how and what they intend to present in their final report to the City Council. The final report shall be a bound, hard-copy report and digital visual presentation and must be presented to staff for review by March 1, 2018 for presentation at the March 21, 2018 City Council meeting. The description should include an explanation of the methodology, findings and recommendations of the education/training and paired audit with corrective actions, if any.

The bid must include a proposed budget with a clear explanation and justification for each proposed budgeted line item. Please note that this is a cost reimbursement program and that no funds shall be provided up-front. Only those items included in the approved budget, or through an approved budget amendment, shall be eligible for reimbursement. The successful bidder shall incur expenditures and reimbursements during the 2017/2018 fiscal year funds were awarded.

## **III. MINIMUM QUALIFICATIONS**

- A. Must demonstrate a thorough knowledge of fair housing laws and regulations with applicable experience in implementing and administering the activities.
- B. Contractor must be able to complete the Fair Housing Education and Training, Paired Auditing and Reporting on or before March 1, 2018.
- C. Bidders must complete and submit all forms contained and attached in this RFP to be considered for award.
- D. Must have resources available to provide translation into languages other than English.

- E. Must be able to demonstrate and maintain an adequate pool of trained, fair housing testers for the paired audits.

**IV. ADDITIONAL CONTRACT INFORMATION**

- A. Successful bidder will have indemnification and insurance requirements as indicated on Attachment C at the time the contract is signed.
- B. A City of Madera business license is required.
- C. City reserves the right to terminate service for any reason and at any time with a thirty (30) day advanced written notice.
- D. Payment by City for services rendered will be made within thirty (30) days from receipt of a billing. Billing shall detail the charges for each billed task.

**V. EVALUATION OF PROPOSALS**

- A. Proposals will be evaluated using the scoring rubric in Section I, paragraph J. Proposals which are incomplete or not in compliance with the specifications will be rejected.
- B. City may find it necessary and beneficial during the evaluation process to request additional and reasonable information from any or all of those submitting proposals.
- C. City may choose to conduct interviews with one or more firms that submit proposals as part of the evaluation process.
- D. Criteria for selection shall include cost, overall qualifications and experience, references, ability to complete the project within the City's timeframe and the final report to City Council.

**VI. COMMENCEMENT DATE AND CONTRACT TERMS**

- A. **Successful bidder must enter into an Agreement for Services and begin providing such services immediately following approval of contract award from City Council.**
- B. Contract administration will be provided by the Grants Department.

CITY OF MADERA

BID PROPOSAL AUTHORIZATION

CDBG FAIR HOUSING EDUCATION/TRAINING AND  
PAIRED AUDITING

RFP # 201718-05

DATE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY / STATE / ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

EMAIL \_\_\_\_\_

PERSON PREPARING BID \_\_\_\_\_

POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_



**City of Madera**  
**Fair Housing Education/Training and Paired Auditing Bidder Form**

Bidder's Information:  Agency Name:  Street Address:  City, State Zip  Phone Number:  Cell Number:  Fax Number:  Tax ID Number:	
Authorized Official:  Name:  Title:  Phone Number:  Cell Number:  Email Address:	
Contact Person (If other than above)  Name:  Title:  Phone Number:  Cell Number:  Email Address:	
Total Project Budget:	



## Bidder's Certification:

To the best of my knowledge and belief, the information contained in this Certification is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant shall comply with all assurances, federal, state and local laws and regulations if funding is approved.

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 Typed Name and Title

Signature of Authorized Official

**Project Narrative**

- a. **Project Description.** Describe the proposed Fair Housing Education/Training and Paired Auditing.
- b. **Performance Measurements and Timeline.** Provide a detailed scope of work for the audit. Describe the objective, outcome and outcome measurement. Describe how data will be collected, tracked and stored. Prepare a timeline for implementation/completion of the audit.
- c. **Organizational Capacity.** Describe your organization's knowledge of fair housing laws and regulations, as well as related services. Discuss your experience in providing Fair Housing services, specifically as it relates to conducting a fair housing education/training and paired auditing. If you are proposing to subcontract a portion of the audit, then describe the work to be completed by the subcontractor and their experience in providing their work. Include a letter of commitment from any proposed subcontractors.

Describe the experience of the staff that will work on the education/training and audit, including subcontractors (if applicable) and those that will be providing program oversight. If proposing to subcontract, describe lines of authority and oversight. Include an organizational chart.

Describe the financial system utilized by your organization, including how CDBG funds will be tracked separately from other funding sources. Identify whether your organization has sufficient funds to sustain the audit until reimbursement of expenditures are received. Please submit documentation detailing your organization's reserves. Documentation may include cash and/or credit reserves.

Identify whether your agency has a personnel policy manual with an Affirmative Action Plan and grievance procedure. If not, explain why not. Attach a list of the Board of Directors and resumes of key staff including the Program Manager and Fiscal Officer.



Identify if your agency has constructed, is an owner/co-owner or manages any low/mod rentals or single-family or multi-family dwellings in the City of Madera.

Identify whether or not the agency has liability insurance coverage, in what amount and with what insuring agency. Also, identify whether or not the agency pays all payroll taxes and workers' compensation as required by Federal and State law. Additionally, identify whether or not the agency has fidelity bond coverage for principal staff who handle the agency's accounts, in what amount and with what insuring agency.

- d. **Project Budget**. On a separate page, prepare a detailed budget. A suggested budget summary worksheet is included on the following page. Please revise the form and annotate budget items as they relate to your project.



**Budget Narrative**

Provide a detailed explanation of each line item in the project budget, indicating how the amounts were determined and justifying the need for the item.

**BUDGET SUMMARY WORKSHEET**

<b>Budget Category</b>	<b>Description/Computation</b>	<b>Cost</b>
a. Salaries and Wages		
b. Fringe Benefits		
c. Consultant/Contract Services		
<b>Total Personnel</b>		\$
d. Office Equipment		
e. Utilities		
f. Telephone		
g. Office Supplies		
h. Equipment		
i. Printing/Duplication		
j. Travel/Conference		
k. Other (Specify)		
<b>Total Non-Personnel</b>		\$
<b>Total Project Budget</b>		\$

\*Please revise this form and annotate budget items as needed.



**BIDDER'S CHECKLIST**

**Submit three original bids including supplemental documents.**

- \_\_\_ **1. Bidder's Form** (signed by the authorized official)
- \_\_\_ **2. Bidder's Checklist**
- \_\_\_ **3. Education/Training Narrative** (Maximum 10 pages, each side of a page counting as 1 page, single-spaced)
  - \_\_\_ Education/Training Description
  - \_\_\_ Performance Measurements and Timeline
  - \_\_\_ Organizational Capacity
- \_\_\_ **4. Auditing Narrative** (Maximum 10 pages, each side of a page counting as 1 page, single-spaced)
  - \_\_\_ Auditing Description
  - \_\_\_ Performance Measurements and Timeline
  - \_\_\_ Organizational Capacity
- \_\_\_ **5. Budget**
- \_\_\_ **6. Budget Narrative**
- \_\_\_ **7. Organizational Chart**
- \_\_\_ **8. Resumes of Key Staff**
- \_\_\_ **9. Reporting Examples**
- \_\_\_ **10. Letter of Commitment from Proposed Subcontractor(s)** (if applicable)
- \_\_\_ **11. Supplemental Documents Checklist**
- \_\_\_ **12. List of references with name, agency, title, phone and email address. Bidders must submit a summary of their organization's past contracts or agreement, expenditures and period of performance to demonstrate the organization's ability to meet timelines and goals in a reasonable fashion.**

**SUPPLEMENTAL DOCUMENTS CHECKLIST**

**Submit one copy of each of the following.**

- A. Board of Directors' authorization to submit bid\***
- B. Board of Directors' designation of authorized official\***
- C. List of Board of Directors** (include telephone number, address, occupation/affiliation of each member; identify principal officers)
- D. Articles of Incorporation**
- E. Bylaws**
- F. State and Federal Tax Exemption Determination Letters**
- G. 2015/2016 Year-End Agency Operating Budget**
- H. 2016/2017 Agency Operating Budget**
- I. 2017/2018 Proposed Agency Operating Budget**
- J. Most recent Audited Financial Statement, with notes**
- K. Documentation of reserves** (bank statement, access to line of credit, etc.)
- L. DUNS**
- M. Copy of Organization's W-9**

\*Items A and B may be provided in one action/document or two separate documents. Documentation may be a copy of the minutes of the meeting in which the governing body's resolution, motion or other official action is recorded; standing resolution/policy regarding bid forms/documents, signed letter from the Chairperson, etc. Must include the name, title, address and telephone number of each authorized official.

**AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA**

This Agreement is entered into, effective on the date of January 4, 2018.

**PARTIES:**

The City of Madera hereafter referred to as "CITY", and \_\_\_\_\_, hereafter referred to as the "CONTRACTOR."

**RECITALS:**

WHEREAS, the CITY has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, the Madera City Council has determined an activity to perform fair housing education/training and auditing is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community and to assist CITY in conducting its fair housing education/training and auditing; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget to provide in-depth expertise to carry out the fair housing education/training and auditing consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR shall provide all services and responsibilities as set forth in the Response for Request for Proposal which is attached to this Agreement, marked as Exhibit A, and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15<sup>th</sup>) day of the month following the end of the current month. Allowable expenditures under this Agreement are specifically established and attached hereto in Exhibit A and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed **[\$Insert budget amount]** in fiscal year 2017/2018. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert

to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments. The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit B attached hereto and incorporated herein by reference.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.



6. Targeted Period of Performance

CITY's targeted period of performance for the CONTRACTOR under this contract is January 4, 2018 through March 21, 2018, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

<b>Targeted Period of Performance</b>	
Date	Task
Thursday, January 4, 2018	Consultant Begins Scope of Work
Thursday, March 1, 2018	Consultant Completes Scope of Work
Wednesday, March 21, 2018	Staff and Consultant Present Findings to Council

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices. The CONTRACTOR shall also furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. In the event that the CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payment until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

CITY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under

this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The CITY will inform CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR shall submit with each invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted for reimbursement.

8. Assignment

CITY and CONTRACTOR may not assign, or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

9. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit A insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit A. An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR shall be responsible to the CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

In addition, if the CONTRACTOR receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit A, Attachment D.

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable

to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit A. No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran's status, or request for family medical leave in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the CITY shall withhold all further funds until the CONTRACTOR can show by clear and convincing evidence to the satisfaction of the CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'S organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. Termination

a. This Agreement may be immediately terminated by CITY for cause where in the determination of CITY, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.

c. CITY shall have the option to terminate this Agreement without obligation of CITY to reimburse CONTRACTOR from the date the Federal or State Government withholds or fails to disburse funds to CITY, in the event such government withholds or fails to disburse funds, CITY shall give CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

13. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit A or changes in the nature or scope of the program plan set forth in Exhibit A may be approved in writing by the City Administrator, or his designee.

14. Administration

This Agreement shall be administered by the City of Madera Grants Department.

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit A. The CONTRACTOR shall participate in evaluation of the program.

CONTRACTOR shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

16. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in the County of Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. No Third Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents (“City indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the Contractor’s performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City’s active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor’s performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City’s option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.

## 21. Insurance Requirements for Service Providers

Without limiting Service Provider’s indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

### *Minimum Scope and Limits of Insurance*

Service Provider shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker’s Compensation** as required by the State of California and **\$1,000,000 Employer’s Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

### *Maintenance of Coverage*

Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with

the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

*Proof of Insurance*

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

*Acceptable Insurers*

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

*Waiver of Subrogation*

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

*Enforcement of Contract Provisions (non estoppel)*

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

*Specifications not Limiting*

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

*Notice of Cancellation*

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

*Self-insured Retentions*

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

22. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

**CITY OF MADERA:**

**[Insert Awarded Bidder's Company Name]**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

By: \_\_\_\_\_  
Brent Richardson, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## SOCIAL/PUBLIC SERVICE REQUIREMENTS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.
- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFRE 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

- Y. All contracts shall include a “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” as required by 29 CFR Part 98.