

CONSENT CALENDAR

SUBJECT: AUTHORIZATION TO DISTRIBUTE REQUEST FOR PROPOSAL (RFP) FOR CONSULTING SERVICES TO UPDATE THE HOUSING ELEMENT.

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - HOUSING

COMMENT: In 2010, the California Department of Housing and Community Development (HCD) adopted and certified the City of Porterville's Housing Element. The next Housing Element update is due on September 30, 2015, and will cover the planning period of September 1, 2015, through June 30, 2020. Due to the complexity of the task, staff is unable to perform the necessary technical studies and functions required for the update. At this time, staff is requesting authorization to distribute a Request for Proposals (RFP) for a specialized consultant with expertise in this field.

The services to be rendered under this contract would consist of, but not be limited to, the preparation of Initial Studies, Impact Studies and other documents as necessary to comply with federal guidelines. The selected consultant must have a substantial working knowledge of HCD requirements for the Housing Element and the ability to perform specialized studies such as addressing special needs populations; developing the Housing Element, providing an Analysis of Impediments, as well as the Five Year Consolidated Plan and serving as the main contact with HCD in working through the approval process which can be quite onerous. Although the Community Development Director or Development Associate will review the consultant's work, the above referenced skills are essential to meeting the objectives of this program.

The Request for Proposal (RFP) will request fixed costs for the above mentioned tasks and then a comprehensive fee schedule for all personnel, equipment and indirect costs related to additional services that may be required. Staff anticipates the fixed cost to be less than \$75,000.

RECOMMENDATION: That City Council authorize staff to distribute a Request for Proposal for Consulting Services to update the City of Porterville's Housing Element.

ATTACHMENT: Request for Proposal

DD Active Appropriated/Funded MB CM f



CITY OF PORTERVILLE
REQUEST FOR PROPOSAL
RFP # _____

**Professional Services for the preparation of
Housing Element and Five-Year Consolidated Plan**

Submittal: One (1) unbound original, one (1) PDF version, and three (3) copies must be received by: **4:00 p.m., June 20, 2014.**

Addressed to: Community Development Department

Attention: Lupe Diaz
City of Porterville
291 N. Main Street
Porterville, CA 93257

Mark envelope: RFP No. _____
Professional Services for the Preparation of 5-Year Housing
Element and Consolidated Plan

Proposals received after the time and date stated above shall be returned unopened to the proposer.

INQUIRIES:

Direct questions for clarification of this bid document to Community Development Department either by Fax (559) 781-6437, or email ldiaz@ci.porterville.ca.us. **Questions regarding this project are due no later than June 13, 2014.**

**ATTACHMENT
ITEM NO. 1**



**CITY OF PORTERVILLE
REQUEST FOR PROPOSAL
RFP _____**

**Professional Services for the Preparation of
5-Year Housing Element and Consolidated Plan**

Contract documents may be inspected and obtained in the office of the Community Development Department, 291 N. Main Street, Porterville, California or by calling (559) 782-7460, or by FAX (559) 781-6437.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, handicap, gender, or religion in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of a contract.

The right is reserved by the City of Porterville to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

Publication Date: June 6, 2014

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The following documents are provided in addition to the Request for Proposal document:

- The eConPlanning Suite, "A Desk Guide for Using IDIS to Prepare the Consolidated Plan, "Annual Action Plan"
- Title 24 – Code of Federal Regulation, Part 91
- Section 3 Guide & Application

I. DEFINITIONS

For the purposes of this RFP NO. _____, the following terms shall have the meanings indicated:

1. "City" means the City of Porterville
2. "City Council" means the Council of the City of Porterville
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Proposal.
5. "RFP" means Request for Proposal No. _____.

II. INTRODUCTION

A. Information

The City of Porterville is requesting proposals from qualified and experienced consulting firms to develop a series of plans and analysis in order to prepare the City of Porterville's Consolidated Plan 2015-2020, in accordance with the U.S. Department of Housing and Urban Development (HUD) requirements and all applicable HUD guidelines.

This Request for Proposal is being issued by the City of Porterville Community Development Department. Unless otherwise directed, all communications regarding this Request for Proposal should be directed to Lupe Diaz, Community Development Department, at (559)782-7460 or via email at ldiaz@ci.porterville.ca.us.

Any revisions to the Request for Proposals will be issued and distributed as addenda. Proposers are encouraged to submit any questions or items for clarification in writing to the above mentioned person no later than June 13, 2014.

B. Background

The City of Porterville is located in the southeastern portion of Tulare County, in the San Joaquin Valley region of California. Located at the intersection of State Routes 190 and 65, Porterville is midway between Fresno (68 miles north) and Bakersfield (45 miles south). The City of Porterville has a population of approximately 55,697 and is located in the southeastern corner of Tulare County, but serves as the trade and cultural center for approximately 120,000 people. The economy is a mixture of agri-business, light industry and commercial enterprise.

The City's Community Development Department (CDD) is responsible for preparing and implementing the 5-year Consolidated Plan which includes identifying the needs of the community and carry out various projects and programs with the use of U. S. Department of Housing and Urban Development (HUD) funding, which includes Community Development Block Grant (CDBG) and HOME Investment Partnership funding.

The City is a participating jurisdiction for HOME funds and Entitlement City which receives CDBG funds directly from HUD based upon HUD's grant allocation formula. As a recipient of formula funds under HUD Programs, the City is required to submit a 5-year Consolidated Plan, Annual Action Plans (AAP's) and Consolidated Annual Performance and Evaluation Reports (CAPER's). The production of the Consolidated Plan serves as the planning document which builds on a participatory process with citizens, organizations, businesses, and other stakeholders, which functions as a strategy to follow, carrying out the City's priorities (housing and community development needs) over a five-year period (2015-2020) with the use of HUD's Community Planning and Development (CPD) formula grant.

Consolidated Plan requirements are enacted through 24 Code of Federal Register (CFR) 91 and regulates the formula grant funding intended to assist primarily low to moderate income persons, and meet the following six main components of HUD's Office of Community Planning and Development (CPD) as follows:

Objectives

- Create a suitable living environment.
- Provide decent housing.
- Create economic opportunities.

Outcomes

- Availability/Accessibility
- Affordability
- Sustainability

About the Plan:

The Consolidated Plan, as per 24 CFR 9, examines the housing needs of low income persons and other special populations; the current housing market conditions; and the economic and community development needs gathered during a collaboration and coordination process. Priorities, goals, and measurable outcomes are established based upon the needs derived from the collection and analysis of the information gathered. The priorities, goals, and objectives set forth in the Consolidated Plan are actionable and provide direction for annually appropriating entitlement grant funds. Entitlement program funds are appropriated in the Annual Action Plan to programs and activities that meet the Consolidated Plan goals. There are five Annual Action Plans that will be administered under the 2015-2020 Consolidated Plan.

The Strategic Plan, as per 24 CFR 91.215, must indicate the general priorities for allocating investment geographically within Porterville and among different activities and needs, describe the rationale for establishing the allocation priorities given to each category of priority needs, particularly among extremely low-income, low-income, and moderate-income households. The Strategic Plan must also identify any obstacles to meeting underserved needs and summarize the priorities and specific objectives the City intends to initiate and or complete during the 5-year period.

The Analysis of Impediments (AI) to Fair Housing Choice must be conducted at the beginning of each five-year Consolidated Plan cycle. As part of the Consolidated Plan, the City must certify, annually, that it will affirmatively further fair housing. An Analysis of Impediments (AI) to Fair Housing Choice must be conducted. The AI is a document that will be produced, as a component of the Consolidated Plan which must satisfy the requirements of the Housing and Community Development Act of 1974, as amended. This act requires that each jurisdiction receiving CDBG and HOME funded, "plan and take actions", to overcome the effects of any impediments to fair housing. Impediments are identified through an analysis, and includes actions The AI produced

by the consultant must meet all requirements for such documents provided by HUD, including the Fair Housing Planning Guide, Volumes 1 and 2.

Also included with the Consolidated Plan, is the adoption of the Citizen Participation Plan. As per 24 CFR 91.105, the plan sets for the City's policies and procedures for citizen participation. The Consultant will also be responsible for preparing this plan, as per HUD's regulations and working with City Staff.

The Annual Action Plan (AAP) as per 24 CFR 91.220, is adopted prior to the beginning of each fiscal year and identifies the programs and funding the City plans to implement in conformance with its Consolidated Plan. This is also a component of the Consolidated Plan.

HUD has provided a web-based tool and format to ensure the Consolidated Plan includes all the required elements per the regulation. HUD introduced the "e-Consolidated Plan Planning Suite", a collection of new online tools to help create market-driven, leveraged housing and community development plans. The Consolidated Plan Template is designed to help with the process. The selected consultant will incorporate information into the Integrated Disbursement and Information System (IDIS) e-Consolidated Plan.

III. SCOPE OF SERVICES AND SCHEDULE

A. Summary

The City is seeking a team of consultants that can produce several federally-mandated plans as part of the Consolidated Plan, which includes, but is not limited to, an Analysis of Impediments to Fair Housing Choice (AI), a Strategic Plan, Citizens Participation Plan, and other components of the Consolidated Plan as referenced herein.

B. Objective:

The project objective is to develop a Consolidated Plan (ConPlan) as described in this RFP, according to the estimated schedule below. The City will select one firm from among the proposers, to complete this project.

C. Services:

The consultant will lead the effort and be assisted by City staff for the timely completion of the required documents that comprise the plan.

The consultant must be familiar with HUD Consolidated Plan requirements, and must have demonstrated capacity to perform the tasks necessary to complete the project. The consultant, with City review, shall be primarily responsible for work related to project management for study preparation, preparing all required components of the study, citizen participation, and drafting of the study. City staff may be available to provide assistance for work related to data collection, mapping, and analysis. It should be understood that the City has limited professional staff availability to support the project and will rely on the personnel, experience and expertise of the consultant to ensure all necessary components of the process and plan are completed in a timely manner.

The consultant will have responsibility for organizing community meetings, conducting outreach, conducting research and analyzing results, and preparing reports related to the Market Study, Needs Assessment, AI, and Strategic Plan, and any other related document which is necessary to complete the Consolidated Plan.

The selected consultant will be expected to confer with a broad spectrum of public and private agencies that provide subsidized and assisted housing, health, employment and social services to very-low, low and moderate income persons, seniors, homeless, female heads of households, and disabled persons. The resulting reports should provide a direct link between community goals and objectives, priority needs and include clear actionable direction for implementing the ensuing one-year action plans. The work must include the collection and analysis of the statistical information in order for the consultant to project housing needs through the term of the Consolidated Plan, as well as analyzing trends and providing comparisons with other municipalities. The majority of the statistical information is easily accessible, however, some of the material will require independent research and surveys.

Where appropriate, the summary narrative should provide tables, charts, graphs, and maps in order to enhance or illustrate the written narrative. The use of GIS, Excel and other graphic generating software is encouraged to provide clear, concise graphics for the plan. The Consultant will be required to submit all documentation to the City, in the form of Word, Excel, PDF, TIF, JPEG, and other necessary form, in order to incorporate into the Integrated Disbursement and Information System (IDIS) System. The Consultant shall provide sufficient staffing and be available as needed to meet the following estimated deadlines throughout the project. The City is also requesting that the consultant provide their detailed activity and completion deadlines as referenced within this RFP.

Activity	Completion Date
RFP Issued	June 6, 2014
RFP Submission Deadline	June 20, 2014
Review RFP responses, short list established, vendors notified, and interviews coordinated	June 27, 2014
Consultant Interviews (week of)	July 9, 2014
Council approval of contract & contract execution	August 5, 2014
Initial meeting with City staff	August 7, 2014
Identify areas of need- mapping IDIS	August 2014 (specific date tbd)
Analysis of Impediment and Consolidated Plan data collection	Sept. 2014 (specific date tbd)
Community needs survey	November 2014 (specific date tbd)
Consultation with residents and stakeholders	November-December 2014
First draft of Analysis of Impediments (AI) submitted to the City for review	December 15, 2014
Review and comment on draft AI to Consultant	January 19, 2015
AI- Final bound edition, PDF (including electronic "Word" version) for City files and IDIS data entry	February 23, 2015
Initial draft of Consolidated Plan and Action Plan submitted to City for review	April 6, 2015
Work with City Staff in clarifications, programs, etc, if applicable	May 4 and 5, 2015
Public review draft of Consolidated Plan and Action Plan completed	(30 day notice required) estimated timeline June 2 July 2, 2015
Public Hearing and Adoption of Plans	Estimated date: July 21, 2015
Final Draft of Consolidated Plan & Annual Action Plan and IDIS Submitted to HUD	August 17, 2015 (tentative)
Provide technical assistance throughout HUD approval process of Consolidated Plan and Annual	Until HUD approval

Action Plan

The final local decision concerning which projects and/or programs are approved for annual funding will be made by the City of Porterville City Council prior to August 2015. The Consolidated Plan will be submitted by City Staff to HUD for acceptance prior to the September 30, 2015 deadline.

The City will select one firm from among the proposers, to complete all phases of this project.

The City will be utilizing HUD's eCon Planning Suite, to the greatest extent feasible, to format the 2015-2020 Consolidated Plan and the 2015 Action Plan. Therefor the Consultant will work with City Staff to incorporate the data necessary to meet HUD's requirements. Information on HUD's eCon Planning Suite may be found at the following web site:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/about/conplan/cp_idis

The current Consolidated Plan may be used as a reference. However, the consultant should revisit each area of the Consolidated Plan to determine if the information is relevant based on current needs and issues and should make recommendations accordingly.

D. RFP/Agreement Schedule

<u>Event</u>	<u>Date of Event</u>
RFP Available to the public.....	June 6, 2014
RFP due at 4:00 pm at 291 N. Main Street.....	June 20, 2014
Short list established and vendors notified	by June 27, 2014
Interviews/Presentations with short-listed vendors (if required)	by July 9, 2014
Award of Contract @ City Council Meeting.....	by Aug. 5, 2014
Contract Begins	est. Aug. 6, 2014

A. Required Product

The selected consultant should prepare the proposal with the assumption that it will have primary responsibilities for coordination of activities, technical data gathering, surveys, analysis, maps, conclusions and optional actions that may be undertaken by the City. The selected consultant will be responsible for carrying out all aspects of the development of the Analysis of Impediments, Consolidated Plan and Annual Action Plan in accordance with the Scope of Services described below.

In addition to the citizen participation and consultation process, the selected consultant will be required to attend public meetings / hearings as part of performance duties for the Analysis of impediments, Consolidated Planning process, which includes the Strategic Plan, Citizens Participation Plan, Action Plan and other elements of the Consolidated Plan process.

The Consultant shall provide the City with a ConPlan (5-year Consolidated Plan including, but not limited to, a Strategic Plan, Citizens Participation Plan, Marketing Analysis, Needs Assessments for the period beginning 2015-2016 through 2019-2020, an Annual Action Plan for 2015-2016, and an Analysis of Impediments to Fair Housing Choices) all according to the requirements of HUD pursuant to the Title 24 CFR, Part 91, in order that the City may continue to receive and utilize CDBG and HOME funds.

HUD's "Desk Guide for Using IDIS to Prepare Consolidated Plan and Annual Action Plan," and Title 24, Code of Federal Regulation Part 91, have been included as a courtesy with this RFP.

The ConPlan should be consistent with the City's housing-related documents such as the Housing Element of the City's General Plan

E. Services of the Consultant

The Consultant should plan on a minimum of one (1) forum, two (2) well-attended public needs meetings which include community-based organizations, in-person discussions with other stakeholders, development, circulation and analysis of one (1) community need survey, and one (1) presentation to City Council. The Consultant should be qualified to prepare the appropriate presentations, be able to clearly explain the Consolidated Plan public input process, and successfully guide the stakeholder discussions. Conduct public outreach, needs meetings, research and analysis necessary to develop the City's Consolidated Plan, including design and implementation of a Citizen Participation Plan and process Community Profile.

Citizen Participation Process: Forums

The consultant shall conduct forums for community leaders, representatives and advocates from a cross-section of the community including community-based organizations, service providers for the homeless and the disabled, public housing residents, business and economic development interests, and City and other governmental departments and entities. The forums will serve as part of the consultation process required by HUD (see 24 CFR 91.100). Forums should consist of the following topics:

- Linking Community Development and Anti-Poverty Efforts
- Fostering Economic Development Opportunities through Community Development
- Preserving Affordable Housing
- Helping Persons with Special Needs: Housing, Services, and Facilities

The following are tasks for which the consultant will be responsible in conducting the forums:

- The consultant shall conduct and facilitate at least one (1) forum for community leaders in order to assess needs and strategies for the Consolidated Plan.
 - The consultant will be responsible, with the assistance of the City Staff, for developing agendas and topics to be discussed for each forum.
 - The consultant shall make all necessary copies of agendas and any other handouts for the forums.
- The consultant shall use the information collected during the forums and incorporate the information into the Consolidated Plan's needs assessment, strategic plan, and other section as appropriate.
 - The consultant will write up summaries of each forum including, but not limited to, topics addressed, meeting notes, and attendees. These summaries must be included in the Consolidated Plan.

Citizen Participation Process: Assessing Survey Results

For the 2015-2020 Consolidated Plan, two (2) community meetings throughout the City will be held to solicit input on housing and community development needs. During the community meetings, a survey of the residents will be conducted to identify and prioritize the community's housing and non-housing needs for the next five (5) years.

The Consultant will distribute the survey. The survey will also be disseminated to public housing sites, non-profit agencies, housing and service providers, school district, health industry, and

community, and through various other methods of distribution. The City will post it on the City's web site.

The consultant will be responsible for the following tasks involving assessing the survey results and including them in the Consolidated Plan:

- The consultant shall assess and analyze the survey results and include them in the Consolidated Plan's need assessment sections using tables or matrices.
- The consultant shall include narratives in the Consolidated Plan's need assessment sections describing the survey results.

Citizen Participation Process: Develop the Citizen Participation Plan and Summary

The Citizen Participation Plan will describe opportunities for the public to be involved during the five-year Consolidated Plan cycle as required by HUD (see 24 CFR 91.105).

The following are tasks in which the consultant will be responsible for, relative to developing the Citizen Participation Plan and Citizen Participation Summary:

- The consultant will develop a Citizen Participation Summary which describes how the public was involved in the development of the Consolidated Plan, Action Plan and how the public will be included in future Action Plans. The Citizen Participation Summary must be included in the Consolidated Plan and Action Plan.

Analysis of Impediments to Fair Housing Choice

The scope of work to be performed by the consultant for the development of an Analysis of Impediments to Fair Housing Choice in accordance with HUD requirements and additional guidance as follows:

- Comprehensively review the City's 2005 and 2010 Analysis of Impediments (AI) documents.
- Work cooperatively with area fair housing organizations in the implementation of audits (fair housing testing); collection of data, and any necessary information to complete the IA.
- Work cooperatively with the City, local and regional groups to collect and analyze data.
- Involve the general public, community-based organizations, housing providers, realtors, lenders, community planning officials, and any other participants necessary to produce the AI.
- Inclusion and development of tabular data maps indicating concentrations of minority residents, residents living in poverty, availability of public transportation, lending rates (HMDA data), Section 8 rental assistance, group homes, and other information required in the "Fair Housing Planning Guide" issued by HUD.
- Development and inclusion of conclusions and recommendations for a proposed Action Plan.
- The AI activity should include an assessment of the laws, regulations, policies and procedures affecting fair housing. For example: Information and analysis of the effects of:
 - Building, occupancy and health and safety codes on housing choice, and the use of accessibility standards in local construction.
 - Applicable zoning and land use laws and policies that place restrictions on group homes.
 - Policies concerning the application of local neighborhood or site standards on new construction especially assisted housing development.
 - Policies and practices that connect transportation and available social services with housing opportunities.

- Policies and practices that affect the equal provision of governmental services.
 - Policies concerning activities causing displacement, which may affect opportunities to select housing inside and outside areas of minority concentration, or housing which is accessible.
 - Policies and practices that affect the representation of minorities and disabled on the planning commission.
 - Policies and practices of the local housing authority and other housing assistance providers with respect to applicant selection, landlord outreach, reasonable accommodation, and delivery of services.
 - Policies and practices regarding the sale and rental of real estate, such as steering or "blockbusting," "all adult" issues, deed restrictions, inaccessible design, local occupancy standards and practices, local lending practices, real estate appraisal practices, insurance underwriting practices, and segregated housing conditions.
- Take lead on at least two community meetings (these meetings should be combined with Consolidated Plan meetings).
 - Deliver a final original and two (2) copies of the AI along with a MS Word version on compact disc.
 - Provide a resource file to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and any other supporting documentation used to develop the AI.
 - Establish a system to track and document the actions taken to eliminate identified impediments

The Housing and Community Development Needs Assessment

The consultant will prepare the Housing and Community Development Needs Assessment in accordance with federal regulations as cited herein. This includes assessment of the City's housing and homeless needs [24 CFR 91.205] and non-housing community development needs [24 CFR 91.215(e)(1)] and preparation of a Housing Market Analysis [24 CFR 91.210]. The Consolidated Plan Regulations are outlined in 24 Code of Federal Regulations Part 91.

The following are tasks in which the consultant will be responsible for in preparing the Housing and Community Needs Assessment:

- The consultant shall prepare the Housing and Community Needs Assessment in accordance with the Federal Regulations cited above.
- The consultant shall prepare maps to illustrate low- and moderate- income areas, population by race and ethnicity, unemployment population, poverty population, and other maps as requested. These maps must be incorporated into the relevant sections of the Housing and Community Development Needs Assessment.
- The consultant shall prepare the Housing and Community Development Needs Assessment with the most recent data available including, but not limited to, housing price data, public housing information, and homeless need data. The most recent Census should only be used when other data is not available.
- The consultant shall prepare the Housing and Community Needs Assessment so that it is reader friendly to the public. This will include using charts, tables, and matrices where necessary to convey data so that the relevant sections are clear and concise.
- The consultant shall use HUD's eCon Planning Suite as the guide in developing the Housing and Community Needs Assessment and provide all necessary information required by this tool to City Staff to incorporate into IDIS.

- The consultant shall craft a housing market analysis, as required by the Consolidated Plan regulations to meet this programmatic need and the new Final 2013 Rule for the HOME program, to support activities where HOME funds are provided. The City is seeking neighborhood level data that can be used to make implementation decisions at the local and neighborhood levels.

The Housing and Community Development Five-Year Strategy [24 CFR 91.215]

The consultant will prepare the Housing and Community Development Five-Year Strategy, which sets priorities, objectives, outcomes, actions and benchmarks, and links strategy priorities, and outcomes to specific 2015-2016 Action Plan projects.

The following are tasks in which the consultant will be responsible for in preparing the Housing and Community Development Five-Year Strategy as required by the Consolidated Plan regulations [24 CFR 91.215]:

- The consultant shall develop a format that will link current and future one-year action plan projects to the five-year strategy. Linking projects to the strategy will facilitate the tracking of projects and preparation of the Consolidated Annual Performance and Evaluation Report required by HUD.
- In developing the format, the consultant must incorporate Performance Measurement data required by HUD.
- The consultant shall review other City Department strategic plans and include any relative information from these plans that may further articulate the Institutional Structure and Coordination of the City Program in implementing the priorities and objectives of the Consolidated Plan's Five-Year Strategy.
- The consultant shall address all other requirements according to the Consolidated Plan regulations [24 CFR 91.215].
- City staff will utilize the eConPlan Planning Suite, however, the consultant must develop the Housing and Community Development Five-Year Strategy, providing Staff with the necessary information to address all sections of the tool.

The 2014-2015 One-Year Action Plan [24 CFR 91.220]

The City of Porterville Community Development Department Staff will prepare the Proposed Project Pages, certifications and application forms that are to be included in the one year Action Plan.

The consultant will be responsible for providing the necessary information to City Staff so that the 2014 One-Year Action Plan can be prepared within e-Consolidated Plan as per [24 CFR 91.220]:

- The consultant shall work with City staff to integrate the 2015 One-Year Action Plan into the 2015-2020 Consolidated Plan by ensuring that the formats are consistent using HUD's eCon Planning Suite.
- The consultant shall produce computer-generated maps to indicate geographically how Porterville will direct assistance to low-income and minority concentrated areas during fiscal year 2015. These maps must be included in the 2015 One-Year Action Plan. Maps shall be provided in tif, jpeg and pdf form.

Format and Presentation

Draft and final 2015-2020 Consolidated Plan and 2015 Action Plan must be available for viewing in two (2) separate formats, in printed form and on CD-ROM. Documents must be of high quality, easily read and understood and include Executive Summary.

The following are tasks in which the consultant will be responsible for in terms of Consolidated and One-year Action Plan formatting and presentation:

- The consultant shall include Executive Summaries in both the Consolidated Plan and One-Year Action Plan that are easy to read and summarizes key information from each section of the documents.
- The consultant shall develop the Consolidated Plan and Action Plan to include graphs, charts, matrices, pictures, maps, tables or graphics to clearly convey information to the public, as needed.
- The consultant shall provide two (2) bound copies of all drafts submitted as well as a master copy of each document in Microsoft Word and/or Excel with all supporting files on compact disk.
- The consultant shall provide three (3) bound copies of each final document, as well as, a master copy of each document in Microsoft Word and/or Excel with all supporting files on compact disk. The City will have ownership of all final products.
- The consultant shall place the documents on a compact disk in Word and Adobe Portable Document Format (PDF), with attachments, maps in "tif", "jpeg" and "pdf" form, allowing the finished document to be posted on the City's Internet Web Site.

Project Scheduling, Technical Consultation, and Support During the Consolidated Plan Approval Process

The consultant shall provide the following to meet the requirements of project scheduling, technical consultation and support:

The consultant shall prepare a final detailed schedule of performance that will encompass all phases of the Consolidated Plan development including research, citizen participation, development, and the submission and approval process. The schedule must be submitted to the City of Porterville, Community Development Department, Attn: Housing Staff, within five (5) business days of executing the contract between City of Porterville and the consultant, and is to include, but not be limited to, the following elements:

- One meeting per month with the City staff during the contract with the option of more meetings to be scheduled as needed during the Consolidated Plan development to coordinate and oversee the final phases of the project.
- A listing of a minimum of one (1) forum to obtain input as previously described.
- A listing of a minimum of two (2) community meetings to obtain input as previously described.
- The establishment of target dates for completion of all the specific work requirements described herein.
- The establishment of target dates for preliminary, rough and final draft Consolidated Plan product submission.
- Projected dates for final Consolidated Plan document review by staff and executive management, as well as public review and comment and final Commissioners' Court review and approval. (Suggested preliminary schedule included above for reference).
- Assist staff with responding to HUD questions or issues throughout the HUD approval process.
http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/about/conplan/cp_idis

F. City Responsibilities

1. Compensate the consultant as provided in the contract agreement.

2. Provide a "City Representative", who will represent the City and who will work with the consultant in carrying out the provisions of the RFP. The Consultant shall communicate with the City representative who will provide the following services:
- Examine documents submitted to the City by the Consultant and render timely decisions pertaining thereto.
 - Give reasonably prompt consideration to all matters submitted by the Consultant for approval to the end that there will be no substantial delays in the Consultant's program of work.
 - Process invoices submitted by Consultant
 - Provide consultant with current Consolidated Plan information, current objectives, and any other necessary documentation and/or information necessary.
 - Act as coordinator between Consultant and other City representative

IV. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

The following are proposal requirements. Respondents are requested to organize their proposal into sections with tabs corresponding to the listed selection criteria as follows. You must answer the following questions in the same sequence as below. A screening committee will evaluate the completeness of the response to the RFP.

A. General Information

- Firm name, address, telephone number, fax number and email address.
- Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone number, fax number and email address if different from above.
- Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are:
 - a. Small Business.
 - b. Disadvantaged Business.
 - c. Minority and/or Women-Owned Business.
- Personnel of the Proposer's Firm must be identified in the proposal with their background and the firm must give assurances of continuity of its personnel. A contact person needs to be identified.
- Provide surety information for all sureties – General and Automobile Liability, E/O and Worker's Compensation.
- References and Referrals

B. Proposed Project Approach

Summarize your approach and understanding of the project and any special considerations of which the City of Porterville should be aware. Indicate clearly, the levels of participation you will expect from City of Porterville staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer, but should demonstrate an understanding of the special characteristics of the project.

This section shall outline the proposed approach to the project. This approach or scope of work shall consist of:

- Objective(s)
- Task(s) and brief description
- Work products
- Meeting(s)
- Timeline(s)
- Completion date

Exceptions to the requirements of the RFP should be clearly delineated in this section. In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project. (i.e **Additional suggestions in order to meet the requirements of completing the Consolidated Plan as per HUD's regulations and within a timely**

manner.) The information in this section will aid the City in the refinement of the scope of work during contract negotiations.

C. Staff Qualifications and Related Experience

1. Staff Qualifications and Experience

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credentials, related experience and their proposed roles for this contract. Note: Consultant may not substitute any member of the project team without prior written approval of the City.

The Consultant must have direct experience with the development of Consolidated Plans for HUD Entitlement Communities. Well-qualified consultants may also have direct experience with the development of Consolidated Plans, as well as other city housing-related documents such as Housing Elements, Action Plans, Analysis of Impediments to Fair Housing Choice, Affordable Housing Strategies, Public Housing Authority Plans, Redevelopment Agency Housing Plans, Continuum of Care Narratives, or other similar documents. Experience working with cities with similar governing and management structures, and community demographics is preferred.

If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided. Note: No work may be subcontracted, nor assigned, without prior written approval of the City of Porterville.

The Consultant must not have been debarred from receiving Federal contracts pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. Non-debarment status will be verified by City Staff.

2. Related Experience

Include descriptive information concerning the experience of the firm. Include information about previous projects that might be comparable, including the size and type of projects and the scope of services provided. These projects must demonstrate that the consultant has experience in designing systems with multi use functions effectively blended into neighborhood design. In addition, provide references for the three (3) most comparable projects for which your firm has provided, or currently is providing, similar services.

The City is especially interested in your firm's experience in all aspects of proven experience in developing Consolidated Plans, Strategic Plan, Annual Action Plans, Analysis of Impediments to Fair Housing, Citizen Participation Plans, Market Studies, Needs Assessment, and other similar strategic planning documents.

List the projects in reverse chronological order and provide the following information for each project: (Indicate for each of these projects)

- Name of project
- Name of municipality or other unit of local government
- Project location
- Brief description
- Name of owner's contact person and telephone number (contact person, who, at the time of RFP submittal, will be employed by the owner)
- Your firm's specific involvement (i.e., Consultant, sub-consultant, etc.)
- The proposal cost
- Status of completion

D. Proposed Fee Structure and Schedules

The Proposed Fee Structure and Schedule shall be provided under separate, sealed cover as a part of the RFP submittal.

Provide proposed fees and cost information and recommend a budget plan for all services to be provided in the following format:

- Proposers should review the requirements of this RFP and address all major tasks in this fee schedule that might reasonably be expected to support the project. A samples fee chart is attached herein. Indicate how the City will be invoiced for services, i.e., unit or hourly costs. This information should be detailed and broken down by type of service and units of work or other applicable measure. Proposers should endeavor to provide a comprehensive, fee schedule, as the City will not include compensation in the contract for items not addressed.
- The rate shall be all inclusive with no extra charges for travel, meetings, document preparation, training, employee compensation, etc. Unless otherwise indicated, the rate should be a flat rate for each task, not an hourly rate.
- Include a total cost to provide services, based on the consultant's fee schedule and the scope of work as outlined in this RFP. This cost will be used as a basis for negotiations.
- The fee proposal submitted under separate, sealed cover, along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the City's actual needs.

E. Conflict of Interest

- Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.
- List current clients who may have a financial interest in the outcome of the project

V. CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. *Consultant interviews will be held solely at the option and discretion of the City of Porterville.* The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a "short list" of three or more firms
- Interview "short-listed" firms (at the option and discretion of the City)
- Identify best qualified firm
- Determine which, if any, alternates will be selected, and negotiate a fee
- Award contract

A project Selection Committee, as deemed necessary, will be formed to evaluate the proposals and to make recommendation to the Porterville City Council. This committee may consist of representatives of the user department, members of the community, members of the Council and the Administrative Services Department, and may include a representative knowledgeable in preparing and /or implementing HUD Programs, including Action Plan, AI's, and Consolidated Plan's, from outside of the community. Composition and creation of this committee, should one be formed, is at the sole discretion of the City. Names of the Committee members, should one be formed, will not be released prior to the time for interviews. The Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of the Committee's evaluation process. The City does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received

in response to the RFP. *Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.*

A. Criteria

The Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation, should the City choose to conduct interviews with short-listed firms.

Criteria	Explanation	Weight
Merit of Proposals Submittal /Presentation	Proposals submittal thoroughness and approach	15
Knowledge and Expertise of Personnel/Firm	<input type="checkbox"/> Capability of personnel <input type="checkbox"/> Firm qualifications <input type="checkbox"/> Experience <input type="checkbox"/> Adequacy of Staff to perform the work <input type="checkbox"/> Ability to work effectively with the Subcommittee, City staff, non-profit agencies, housing & service providers, other public agencies and related parties	20
Understanding of Project	<input type="checkbox"/> Knowledge of HUD Regulations pertaining to Consolidated Plan, AI, Strategic Plan, Citizens Participation Plan, Action Plan, Market Analysis <input type="checkbox"/> Knowledge of HUD's IDIS System requirements (e-Consolidated Plan) <input type="checkbox"/> Demonstrated ability to engage the community for input	30
Timeline	<input type="checkbox"/> Ability to meet City Schedule	20
Record of Past Performance	<input type="checkbox"/> References <input type="checkbox"/> Demonstrated ability to complete work tasks within project timelines and budget.	15

Prior to the award of contract, the City must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If, during the evaluation process, the City is unable to assure itself of the proposer's ability to perform under the contract, if awarded, the City has the option of requesting from the proposer, any information that the City deems necessary to determine the proposer's capabilities. If such information is required, the proposer will be notified and will be permitted five (5) working days to submit the requested information.

B. Background Check

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

C. Award of Contract

The successful firm will be required to execute a contract with the City of Porterville. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in City contracts. The

Draft Agreement may be altered from the enclosed form at the discretion of the City and without notice to consultant prior to award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

VI. GENERAL CONDITIONS

A. Important Notice

The City of Porterville will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective vendors who have secured same. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Community Development Department, located at 291 N. Main Street, Porterville, CA 93257, (559) 782-7460 to determine if addendums were issued and to make such addendum a part of the proposal.

B. Contracting Agency

The contract resulting from this Request for Proposals will be administered by the City of Porterville Administrative Services Department, Purchasing Division.

C. Legal Responsibilities

1. All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. By submitting a proposal, Consultant certifies that he or she will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations applicable to contracts utilizing Federal funds.
2. Firearms Prohibited: Guns may not be carried by contractors/vendors/consultants while working on City of Porterville premises without the expressed written approval of a City of Porterville Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

D. Permits and Licenses

1. Business License Certificate

Possession of a City of Porterville Business License is not required to submit a proposal in response to this invitation. However, Consultant shall be required to possess, at his/her own expense, a valid and current City of Porterville Business License, prior to commencing work. Fee is based on gross receipts for all business transactions in the City of Porterville. For additional information, contact the City of Porterville's Department of Finance at (559) 782-7566.

2. Professional License

Consultant is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration and be licensed to perform work in the State of California.

3. Permits

Consultant shall be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this Request for Proposals.

E. Insurance

Indemnification and Insurance

As respects acts, errors, or omissions in the performance of services, CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of CONTRACTOR's negligent acts, errors or omissions in the performance of his/her services under the terms of this Agreement; except to the extent those arise out of the negligence of CITY. CITY agrees to indemnify and hold harmless CONTRACTOR, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY. Without limiting CITY's right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- Workers' Compensation insurance as required by California statutes.
- Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
- Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Porterville, 291 N. Main Street, Porterville, CA 93257, with the exception of cancellation for non-payment of premium, in which case ten (10) days notice shall be given"

In addition, the Commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Porterville shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Porterville, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Porterville."

The successful bidder shall maintain the insurance for the life of the contract. Endorsements are to be received and approved by the City before work commences. Should contractor cease to have insurance as required during any time, all work by contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

VII. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT

Before submitting a proposal, proposer's must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by the City of Porterville, upon which the offer or will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect, or may at some future date affect, the performance of services covered by this solicitation, and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the proposer receives an award as a result of this Request for Proposals, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.

Should the proposer feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to submission of the proposal.

The contents of the proposal of the successful proposer shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in cancellation of award.

A. WITHDRAWAL OF PROPOSALS

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the Purchasing Division. The request shall be executed by the proposer or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

B. REJECTION OF PROPOSALS

Failure to meet the requirements of the RFP may be cause for rejection of the proposal. The City may reject the proposal if it is deemed incomplete, contains irregularities of any kind or is offered conditionally. The City reserves the right to reject any and all proposals without cause. The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

C. EVALUATION/AWARD OF CONTRACT

Evaluation and selection of proposals will be based on the information called for in this RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary.

Proposals will be evaluated by a Selection Committee. This committee may consist of representatives of the user department, members of the community, the Purchasing Division, and may include a representative knowledgeable in preparing and /or implementing HUD Programs, including Action Plan,

AI's, and Consolidated Plan's, from outside of the community. In connection with its evaluation, the City may, at its option, invite one or more proposers to make an oral presentation to the Selection Committee. During these interviews, the proposers will be allowed to present such evidence as may be appropriate in order that the Committee can correctly analyze all materials and documentation submitted as a part of the proposals.

The award, if made, will be made within thirty (30) days from proposal closing date. Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

1. Proposer is an independent contractor, not an employee, agent, or officer of the City.
2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
3. Should proposer be awarded contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of the City.
4. Proposer shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.
5. Proposer shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.
6. Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the proposer, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the City provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

D. PROPOSAL PRICING GUIDELINES

Proposer shall provide proposed fees and cost information as a part of this Request for Proposals. Proposed fees shall be submitted under separate, sealed cover.

E. ASSIGNMENT OF CONTRACT

No assignment by the vendor of the contract or any part hereof, or of funds to be received there under, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to, and bind the party or parties to whom such work is assigned, sublet or transferred.

F. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the proposer of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

G. ETHICS IN PUBLIC CONTRACTING

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action

that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Porterville.

Prior to the award of any contract, the potential Consultant may be required to certify in writing to the Purchasing Division that no relationship exists between the proposer and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Porterville.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the proposer is believed to have an interest.

H. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, proposer agrees to the following:

1. Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Tulare and City of Porterville laws and ordinances related to employment practices.
2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the proposer, shall state that proposer is an Equal Opportunity Employer.

I. VENUE

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Tulare County, California.

J. PROPRIETARY INFORMATION

The proposals received shall become the property of the City of Porterville and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

K. INCURRING COSTS

The City of Porterville is not liable for any cost incurred by proposers in responding to this Request for Proposals.

Exhibit "B-1"

**NON-COLLUSION AFFIDAVIT
To Accompany Bid Form**

STATE OF CALIFORNIA)
) ss
CITY OF PORTERVILLE)
COUTY OF TULARE)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company: _____
Business Address: _____
Signature: _____
Name of Signing Official: _____
Title of Signing Official: _____
Date: _____

Company Seal:

State of California
County of _____

On this _____ day of _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "B-2"
WORKERS' COMPENSATION INSURANCE CERTIFICATE
To Accompany Bid Form

STATE OF CALIFORNIA)
) ss
CITY OF PORTERVILLE)
COUNTY OF TULARE)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

Exhibit "B-3"
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE
To Accompany Bid Form

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Porterville, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractors' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the contractor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

The contractor hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Name of Firm

Authorized Signature

Date

Exhibit "B-4"
CITY OF PORTERVILLE
Ownership Disclosure for Contractors and Consultants
To Accompany Proposal

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES

Firm Name: _____

Firm Address: _____

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Submitted by: Name _____

Date _____

Exhibit "B-5"

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD.21 (REV.12-93)

To Accompany Proposal
CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME
FEDERAL ID NUMBER
BY (Authorized Signature)
DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING TELEPHONE NUMBER (Include Area Code)
TITLE
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

Exhibit "B-6"
FEE SCHEDULE- Sample only

Your proposal must include your fee for the completion of each major task in the following chart. The rate shall be all inclusive with no extra charges for travel, meetings, document preparation, training, employee compensation, etc. Unless otherwise indicated, the rate should be a flat rate for each task, not an hourly rate.

Task No.	Description	Completion Date	Cost
Task 1:	Citizens Participation Plan collection of information – Draft submitted to City		
Task 2:	Review of Draft community needs survey questions		
Task 3:	ConPlan and AI data collection		
Task 4:	Final ConPlan community needs survey		
Task 5:	Review of Market Analysis Results		
Task 6:	Consultation with residents and stakeholders		
Task 7:	Draft of AI submitted to City for review		
Task 8:	Final copies & electronic version of AI submitted to City		
Task 9:	Draft of ConPlan and AAP narrative to City for review		
Task 10:	Public review draft of ConPlan and AAP		
Task 11:	Final Draft of ConPlan and AAP and documentation for IDIS submitted		
Task 12:	Provide technical assistance during HUD approval process		
Task 13:	Any other necessary task related to the process, not previously identified (suggested task)		

TOTAL ESTIMATE: _____

Exhibit "B-7"

**CITY OF PORTERVILLE
COMMUNITY DEVELOPMENT DEPARTMENT
SECTION 3: CERTIFICATION OF SECTION 3 BUSINESS CONCERN**

To be completed by Contractor if claiming to be a Section 3 Business

1. Contractor Name and Address:	2. County HCD Contract No.	3. Dollar Amount of Contract
	4. Contact Person:	5. Phone: (include area code)
	6. Reporting Period:	7. Date Report Submitted:
	9. Project Name:	10. HUD No.
11. Person Completing Form: (if different than above)		12. Phone: (if different than above)

IS THE BUSINESS A SECTION 3 BUSINESS? _____ **YES** _____ **NO**
 Type of Business _____ Corporation _____ Partnership
 _____ Sole Proprietorship _____ Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- | | |
|---|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation in a public assistance program | <input type="checkbox"/> Other evidence |

For business entity as applicable:

- | | |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholders and % ownership of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Organization chart with names and titles and brief function statement | <input type="checkbox"/> Latest Board minutes appointing officers |
| | <input type="checkbox"/> Additional documentation |

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|---|---|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3 years from day of employment | <input type="checkbox"/> Other evidence of Section 3 status less than 3 years from date of employment |

RESIDENT EMPLOYMENT OPPORTUNITY DATA

CITY OF PORTERVILLE

ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of the _____
_____ and meet the income eligibility guidelines for a low- or very-
low-income person as published on the reverse.

My permanent address is: _____

I have attached the following documentation as evidence of my status:

- | | |
|---|---|
| <input type="checkbox"/> Copy of lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of Evidence of participation in a public assistance program | <input type="checkbox"/> Other evidence |

Signature

Print Name

Date

CITY OF PORTERVILLE
 COMMUNITY DEVELOPMENT DEPARTMENT
 291 N. Main St
 Porterville, CA 93257
SECTION 3: ACTUAL WORK FORCE BREAKDOWN

To be completed by contractors at the completion of the reporting period (July 1- June 30), or at the completion of the work, whichever comes first.

1. Contractor Name and Address:		2. Contract No.	3. Dollar Amount of Contract
		4. Contact Person:	5. Phone: (include area code)
		6. Reporting Period:	7. Date Report Submitted:
8. Program Code*	9. Project Name:		10. HUD No.
11. Person Completing Form: (if different from 4 above)			12. Phone: (if different from 5. above)

Part I: Employment and Training (Include New Hires in columns E & F)**

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of new Hires that are Sec. 3 Residents	E** % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Employees and Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List)					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List)					
Total:					

***Program Codes**

1 = Flexible Subsidy
 2 = Section 202/811

3 = Public/Indian Housing
 A = Development
 B = Operation
 C = Modernization

4 = Homeless Assistance
 5 = HOME
 6 = HOME State Admin
 7 = CDBG Entitlement

8 = CDBG State Administered
 9 = Other CD Programs
 10 = Other Housing Programs

This form is to be completed by Contractor

The project that you have been contracted to conduct the scope of work utilizes federal funding (HOME or CDBG). HUD requires reporting of this information on an annual basis.

Submit this form with the contract for services. If subcontractors are used, submit completed form with invoice.

Project Number (Contract No. or PO No.): _____ Project Location: _____

Date of Contract: _____ Amount of Contract or Subcontract: \$ _____

Prime Contractor Identification ID Number (EIN)	SubContractor Identification ID Number (if applicable)	Name	Address	City, State, Zip Code

Type of Trade Code (See Below) 7c	Contractor or Subcontractor Business Racial/Ethnic Code (See Below) 7d	Women Owned Business (Yes or No)	Minority Owned Business (Yes or No)

7c Type of Trade Codes:

- 1 = New Construction
- 2 = Substantial Rehab.
- 3 = Repair
- 4 = Service
- 5 = Project Mangt.

- 6 = Professional
- 7 = Tenant Services
- 8 = Education/Training
- 9 = Arch./Engrg. Appraisal
- 0 = Other

7d Racial/Ethnic Codes:

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans
- 6 = Hasidic Jews

Information below to be completed by City Staff (Project Manager)	
Program:	Program Funding:
CDBG and/or Davis Bacon Projects: (Semi-Annual Labor Standards Enforcement Report)	
HUD Form: 4710 Reporting Period: Period 1: October 1, _____ to March 31, _____	
Period 2: April 1, _____ to September 30, _____	
Wage Decision No. _____	Mod: _____ Date: _____ Type:
Wage Decision Lock In Date:	

Exhibit "B-8"
To RFP

HELPFUL INTERNET WEBSITE ADDRESSES (City claims NO responsibility for the accuracy of the information contained in these websites. They are provided for convenience only):

Codes of Federal Regulations may be found at:
<http://www.gpoaccess.gov/cfr/index.html>

e-CFR Data Electronic Code of Federal Regulations (Part 91)
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr91_main_02.tpl

Power point presentation related to "eConPlanning Suite"
http://www.hud.gov/offices/cpd/about/conplan/pdf/econ_webinar.pdf

HUD.Gov Consolidated Planning
http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/about/conplan

HUD.Gov- Promoting Fair Housing
http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/about/conplan

Fair Housing Planning Guide, Volume 1 & 2
<http://www.hud.gov/offices/fheo/images/fhpg.pdf>

S A M P L E C O N T R A C T-Subject to Changes
PROFESSIONAL SERVICES AGREEMENT
Professional Service
for the Preparation of 5-Year Consolidated Plan

DATE: July 16, 2014

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and _____, hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name: Lead the effort and be assisted by City staff for the timely completion of the required documents that complies the plan. Updating the City of Porterville's Housing Element.

Description of Project: Lead the Effort assisted by City staff in analyzing data and preparing the required update to the Housing Element which is to be certified by the Department of Housing and Community Development (HCD) by September 30, 2015. The consultant will specifically assist in the following areas: ensuring that the new legal requirements are integrated into the update, addressing special needs populations, developing the housing constrains and resources analysis, reviewing staff's draft Housing Element, and serving as the main contact with HCD in working through the approval process.

AGREEMENTS:

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES: CONSULTANT hereby agrees to provide services and materials as defined in task orders approved through the term of this contract, based on qualifications defined in Exhibit A, Statement of Qualifications for Updating the City of Porterville's Housing Element, as provided by CONSULTANT in connection with the above described project.

SECTION 2. CONTRACT SERVICES: In consideration for said services and materials, CITY shall pay CONSULTANT on an hourly basis as defined in future

task orders and detailed in Exhibit B (specifically, Professional Fee Schedule, effective July 2014). Direct costs such as travel, postage, printing, etc. will be specifically identified in the cost estimate independent of the hourly rates. In the event the contract is extended for any period of time, the cost for services must be agreed upon by both parties.

TIME OF PAYMENT: Progress payment requests shall be *itemized, identify the project budget, budget balance and shall reference the completion of tasks associated with the billable hours, and* submitted by the 25th of each month. CONSULTANT should receive payment within 30 days of the date the bill is received.

SECTION 3. COMPLETION DATE: The services to be performed by CONSULTANT will be commenced upon execution of a given task order and all work directives shall be completed in a timely manner. This contract will be in effect for three (3) years from February 19, 2013. This contract can be extended after the expiration date, upon mutual agreement by both parties.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT'S reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

SECTION 4. FAMILIARITY WITH PROJECT: CONSULTANT agrees that it will rely on its own findings and research to perform the services required under this agreement and will not rely solely upon opinions or representations of CITY unless CITY is the only available source of said information. CONSULTANT shall become familiar enough with project details to independently perform its services in conformance with the normal standard of care for such projects.

SECTION 5. INDEPENDENT CONTRACTOR: It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

- (1) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than One Million Dollars (\$1,000,000) per occurrence; and
- (iii) Automotive liability in the amount not less than One Million Dollars (\$1,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT. CONSULTANT agrees to indemnify, defend (at CITY'S election), and hold harmless the

CITY against any claims, actions or demands against CITY, and against any damages, liabilities for personal injury or death or for loss or damage to property, or any of them arising out of negligence of CONSULTANT or any of its employees or agents.

- (iv) Errors and Omissions insurance of One Million Dollars (\$1,000,000) minimum per claim and aggregate. If deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible.

As an independent contractor, the consultant will obtain and maintain an active City business license.

SECTION 6. WORKMANSHIP AND MATERIALS: Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of projects or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY'S sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes made by the CITY or its agents unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 7. ASSIGNMENT OF CONTRACT: It is acknowledged by the parties that CITY has entered into this contract with the express understanding that all work will be performed by CONSULTANT or CITY approved sub-consultant. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others. Further, the principals involved and identified in the proposal are integral to the performance of the scope of services and shall not change or be replaced without first obtaining prior written approval from the City of a replacement(s) in the completion of the work effort. All sub-consultants shall be approved by the City, prior to commencement of work on any project.

SECTION 8. AFFIRMATIVE ACTION. CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, gender, marital status, or national origin.

SECTION 9. CONFLICT OF INTEREST CODE: CONSULTANT agrees to comply with the regulations of CITY'S Conflict of Interest Code. Said code is in accordance with the requirements of the Political Reform Act of 1974. The CONSULTANT shall sign and file a City of Porterville Consultant Conflict of Interest Questionnaire with the City Clerk.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 10. TERMINATION: This contract may be terminated by either party for just cause by giving thirty (30) days written notice by either party except that City may cancel contract upon five (5) days written notice in the event of nonperformance by Contractor. Nonperformance by the contractor or repeated lack of response or attention to responsibilities and/or directions and requests of City shall be considered adequate cause for termination of contract and/or withholding of funds to contractor which City must pay to third party or parties to correct deficiencies due to lack of performance as determined by City. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed.

SECTION 11. ENTIRE CONTRACT: It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorney's fees and costs.

SECTION 12. DISPUTES; VENUE: If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Tulare, State of California. CONSULTANT hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

In an effort to resolve any conflicts that arise during or following completion of the Contract, the CITY and the CONSULTANT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE

CONSULTANT

By _____
Cameron J. Hamilton, Mayor

Agency Name
Address
Contact Phone Number
By _____
Agency Representative

Date _____

Date _____

Attachments:

- Exhibit "A": Scope of Work
- Exhibit "B": Project Fees (see Sample "Fee Schedule")
- Exhibit "C": Schedule of Fees for Professional Services
- Exhibit "D": Progress Payment Schedule
- Exhibit "E": Section 3 forms