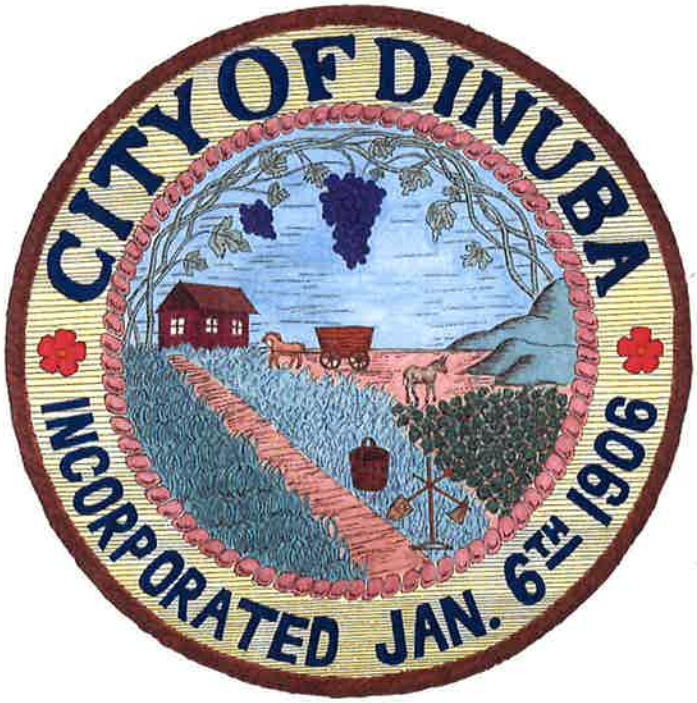
CITY OF DINUBA

County of Tulare
State of California



REQUEST FOR PROPOSAL

for

COMMUNITY DEVELOPMENT BLOCK GRANT
LAND USE STRATEGIC PLAN

October 12, 2016

Proposals Due by:
Tuesday, November 8, 2016 @ 4:00 p.m.

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COMMUNITY DEVELOPMENT BLOCK GRANT

CONSULTANT FIRMS TO PROVIDE
Land Use Strategic Plan

Introduction

The City of Dinuba is requesting proposals from qualified CONSULTANT firms to prepare a "Land Use Strategic Plan" for the "East El Monte Economic Vitality and Community Sustainability Plan". This plan will be funded by a Community Development Block Grant (CDBG). Qualified CONSULTANT's must have extensive experience working with the federal CDBG Program. The City of Dinuba has been awarded funding for the following:

Activity Title	Description
Planning & Technical Assistance (PTA)	The East El Monte Way Economic Vitality Sustainability Plan will allow for focused and innovative land use planning that will supplement the City's General Plan. This project has been divided into two separate planning studies. A retail recruitment study/plan has been awarded to a separate consulting firm. The part that is the subject of this RFP is a "Land Use Strategic Plan" that will identify land use, housing, transportation, and any other strategy that will assist in re-conceptualizing a specific section in Dinuba. The project study area is specifically identified as a 240 acres bordered by Road 92 along the east, Sierra Way along the south, Crawford Avenue along the west, and a line parallel to, and one quarter mile north of El Monte Way.

Request for Proposals

The City of Dinuba is seeking a CONSULTANT to provide master planning activities to development a Land Use Strategic Plan. The response to the "Request for Proposals" must be made according to the requirements set forth in this RFP. Failure to adhere to these requirements or to include conditions, limitations or misrepresentations may be cause for rejection of the submittal.

CONSULTANT's proposal shall include, but is not limited to the following:

A. A brief history and detailed summary of the firm's qualifications and specific experience;

B. A statement of the firm's policy regarding affirmative action, and indication if firm is a small business and/or minority or woman owned business;

C. Experience of firm and individual team members as it pertains to CDBG grant funded projects;

D. List of similar work performed by the firm, including location and type of project. The City may contact past clients for references. Provide the name and telephone number of a reference for each project listed;

E. A statement describing the firm's understanding of the scope of work described below and a brief overview of the firm's intended approach to complete said scope of work;

F. A proposed schedule;

G. For each activity (i.e. do not provide a lump sum for all activities), provide a description of proposed costs including:

   1. Provide the hourly rate for each project team member who would be assigned to this project and the estimated number of hours required for each task.

   2. Indicate other expenses that are requested to be reimbursed.

   3. CONSULTANT shall identify any personnel and overhead costs associated with periods of project inactivity or delay.

H. Organizational chart applicable to this project identifying the project manager, key personnel, and supporting staff. Specific responsibilities of each person should be detailed;

I. Knowledge of the City of Dinuba (list any previous experience with the City);

J. Acknowledgement that the standard contract for the City of Dinuba (see Exhibit A for the sample) is acceptable as presented or as amended (include the proposed amendments).

Scope of Work

The Scope of Work to be performed by awarded CONSULTANT shall include the following activities:

A. CONSULTANT shall compile base data provided by the City into an AutoCAD base map file suitable for use in this study. CONSULTANT shall research current planning documents such as the General Plan, the Zoning Ordinance, utility master plans, and current and proposed development plans and integrate pertinent information into the project base map. CONSULTANT shall establish the existing physical and regulatory conditions as best as possible using existing available information. This will serve as a starting point for determining opportunities and constraints related to development of a master development plan.

B. CONSULTANT shall perform an analysis of opportunities and constraints based on the prepared base maps. Based on these opportunities and constraints, CONSULTANT shall outline potential alternative development scenarios for discussion with City Staff.

C. CONSULTANT shall conduct review meetings with City Staff to define, in general terms, the development scenarios that the CONSULTANT will prepare for public presentation.

D. CONSULTANT shall develop conceptual plan alternatives. Building on the input received from the review meeting with City Staff CONSULTANT shall prepare the conceptual plans for the agreed upon alternative development scenarios. These alternatives will demonstrate how the recommendations of the economic analysis (primarily prepared by CONSULTANT awarded "Retail Recruitment Plan" Project) translate to a land plan for the project study area. These preliminary alternatives will be presented to the public at a public meeting.

E. CONSULTANT shall hold two public input meetings. One will be for the general public while the other will be for the key stakeholders within the project area – businesses and property owners affected by the proposed plan. CONSULTANT shall present the opportunities and constraints map, and the alternative development scenarios. The presentation will highlight the key features of each alternative and compare and contrast the attributes of each. CONSULTANTs will then lead the participants through a process in which they will have an opportunity to provide structured input as well as general comments on each of the conceptual alternatives.

F. CONSULTANT shall work with City Staff to refine the proposed development scenario by combining the input received from the public meetings with the goals and objectives identified by the City Council. CONSULTANT shall also ensure that the proposed development scenario is consistent with the City's adopted General Plan and any other applicable specific plan or adopted development standard(s). If the proposed development scenario requires amendments or modifications to any of City's development plans CONSULTANT shall identify the most expeditious way of making said changes.

G. CONSULTANT shall finalize a master development plan. The final master development plan will map proposed land uses, proposed parcelization, existing utilities, and proposed utilities required for the proposed development scenario. The proposed utility requirements will be based on engineering and planning standards for general capacity and demand only. The report shall generally include the following sections:

i. Executive Summary
ii. Project Purpose, Objectives, and Planning Process
iii. Existing Conditions, Opportunities, and Constraints
iv. Proposed Master Development Plan
    - Land Use Plan
    - Conceptual Parcelization Plan
    - Conceptual Utility Requirements
    - Conceptual Site Plan Vignettes of key areas
v. Appendices
    - Conceptual Development Plan Alternatives
    - Summary of Public Input

H. CONSULTANT shall present the proposed development scenario at a City Council public hearing. CONSULTANT shall use visual media (e.g. PowerPoint) to provide a summary of the approach, background and methodology used to arrive at the proposed development scenario. CONSULTANT shall explain the advantages and anticipated benefits of the proposed plan. Special emphasis shall be placed on how the proposed scenario will contribute to the economic revitalization of the study area and the sustainability of the existing community.

Submittal of Proposals

Three copies of the Proposals shall be submitted by **Tuesday, November 8, 2016 at 4:00 p.m.** either in person or by mail to the following address:

City of Dinuba
Public Works Department
Attn: George Avila
405 E. El Monte Way
Dinuba, CA 93618

Late or incomplete proposals will not be considered. The City shall have the sole discretion in determining the completeness of each proposal. This solicitation of proposals is not construed as a contract of any kind. The City is not responsible for any pre-contractual expenses incurred by firms responding to this RFP. All proposals shall become the property of the City and will not be returned. All proposals received may become public records under the laws of the State of California and the public may be given access to them after the formal selection process has been completed.

It is understood and agreed that the Proposer claims no proprietary rights to the ideas and written materials contained in or attached to its proposal. Proposals will be maintained as confidential until recommendation is submitted to the City Council at which time all proposals will be public record.

Proposers warrant and covenant that no official or employee of the City, or any business entity in which an official of the City has an interest, has been employed or retained to solicit or aid in the procuring of the contract of this project.

The successful proposer will have the status of an independent contractor and will not be either an officer or an employee of the City.

CONSULTANT shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

Method and Criteria for Selection

The initial review of all proposals will be to evaluate to ensure they meet the following minimum requirements:

A. The proposal is complete and is in compliance with the RFP.

B. Prospective firm agrees to meet, **by inclusion of such statement in submittal letter,** all State and Federal requirements included in this RFP.

Failure to meet these requirements may result in the proposal being rejected. No proposal shall be rejected if it contains minor irregularities, defect, or variation of the irregularity; defect or variation is considered by the City to be immaterial or inconsequential. In such case, the Proposer will be notified of the deficiency in the proposal and given the opportunity to correct. The City may elect to waive the deficiency and accept the proposal as submitted.

The City reserves the right to reject any and all proposals submitted, to request clarification of information submitted, to request additional information from any and/or all applicants, and to waive any irregularity in the proposal and review as long as City procedures remain consistent with the State Department of Housing and Community Development procurement requirements.

Cost, while an important factor, will not be the sole determining factor. The contract will be awarded to the proposer who submits the most favorable overall proposal, as determined by the City in its sole discretion, and may be awarded to other than the lowest proposer. Proposals will be evaluated based on the following criteria:

Evaluation Score Methodology:	**Points Available**
Background, experience and qualifications of the firm in CDBG program administration and implementation as it relates to the projects identified in the RFP	30

Experience and qualifications of individuals identified in the CONSULTANT's project team	20
Thoroughness of the Scope of Work, milestones, schedule, cost analysis, and approach to completing the project	20
Quality of feedback provided by references	15
Demonstrated ability to perform tasks/projects in a timely and efficient manner	15
Total	100

The City may elect to interview the most qualified firms as evidenced by the submitted proposals to negotiate final costs/anticipated effort for each milestone. Selected CONSULTANTs will be required to submit a final cost proposal for City review and determination of award.

The terms and scope of the contract will be determined based on negotiations between the City and the prospective CONSULTANT. If the City and the prospective CONSULTANT fail to reach a contractual agreement, the City may negotiate with any other top-selected CONSULTANT.

After selection of the CONSULTANT, all applicants will be notified of the City's decision.

Disputes Relating to Proposal Process

In the event a dispute arises concerning the proposal process prior to the award of the contract, protesting bidder is directed to follow the procedures outlined in the "Appeals" section of the City of Dinuba's Purchasing Policy.

Contract Termination/Debarment

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

The RFP/contract may be voided at any time for cause, by giving at least 14 days written notice, due to violations of any terms and/or special conditions of the RFP/contract, upon request of HUD/City, or withdrawal of the expenditure authority.

It is a mutually understood between the parties that this RFP may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the RFP were executed after the determination was made.

The RFP is valid and enforceable only if sufficient current funds are made available to the Department by the United States Government for the Federal fiscal year. In addition, this RFP is subject to any additional restrictions, limitations, conditions or statue enacted by the Congress or State Legislature, which may affect the provisions, terms or funding of this RFP.

Insurance Requirements

See Exhibit A, Consulting Services Agreement for Professional Services.

Conflict of Interest

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contact, subcontract or RFP with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Assignment

Any contract resulting from this bid and any amendments or supplements thereto shall not be assignable by the successful bidder either voluntarily or by operation of law, without the written approval of the City and shall not become an asset in any bankruptcy, receivership, or guardianship proceedings. Any assignee would need to have equivalent qualifications as to retain award eligibility.

Federal Terms and Conditions

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses are encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and

treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor with comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).

2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, 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 City Setting forth the provisions of this nondiscrimination clause.

3. 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 their race, color, religion, sex, or national origin.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and 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 noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as 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 No. 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *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, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided,* That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE: Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e): The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:

   i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

   ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

   iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

   iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

   v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part *5,* Construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).

2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.

2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.

3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into

economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.

4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.

5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.

6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: http://www.dot.ca.eov/hq/bep, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the CONSULTANT shall release and deliver to the (City/County) all original records and related documentation.

Exhibit A:
Consulting Services Agreement for Professional Services

CONSULTING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

TO PROVIDE GRANT ADMINISTRATION SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This **Consulting Services Agreement** (the "Agreement") is made and entered into as of this ___th day of _____ 2016, ("Effective Date"), by and between **CITY OF DINUBA,** with a place of business at 405 E. El Monte Way, Dinuba, CA 93618 ("CITY"), and _____, with a place of business at _____ ("CONSULTANT").

Upon the following terms and conditions of this Agreement, the CITY desires to retain CONSULTANT to perform the following:

1. Professional Services.

CONSULTANT will provide grant administration services as authorized and required by the CITY under the terms and conditions of this Agreement as described in the attached "Scope of Services" dated_____from CONSULTANT (Exhibit B). Such services will commence on the start date and will terminate pursuant to the terms of this Agreement.

2. Invoicing and Payment.

As sole compensation for the performance of the services, the CITY will pay CONSULTANT for the tasks stated in the Scope of Services payable on a net thirty (30) days from invoice. CONSULTANT will invoice the CITY on a monthly basis for the percent of tasks completed in performing the services. The CITY will pay each such invoice no later than thirty (30) days after its receipt. Extra Services and Reimbursable Costs are incorporated into this Agreement as provided in the Scope of Services. CONSULTANT will receive no royalty or other remuneration for the production or distribution of any products developed by the CITY or by CONSULTANT in connection with or based upon the services. CONSULTANT will not be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, or distributions by CITY pertaining to any insurance or similar benefits that CITY makes or may make available to CITY's employees.

3. Ownership of Work Product.

CONSULTANT agrees that any and all ideas, designs, drawings, notes, computer programs, algorithms, documents, information, materials, improvements and inventions made, conceived, developed, created or first reduced to practice in the performance of the services under this Agreement shall be the sole and exclusive property of the CITY (the "Work Product").

CONSULTANT further agrees that the CITY is and shall be vested with all right, title and interest in the Work Product (including any patent, copyright, trade secret or trademark rights) under this Agreement. CONSULTANT shall have a perpetual irrevocable license to use and reuse detail elements and design elements incorporated into any Work Product without compensation or payment to CITY.

4. Term

Either party may terminate this Agreement upon 30-day written notice to the other party for any reason or no reason. In the event the CITY terminates this Agreement, CONSULTANT shall cease all work immediately after receiving notice from the CITY unless otherwise advised by the CITY and shall notify the CITY of all costs incurred up to such termination date.

5. Independent Contractor

CONSULTANT is an independent contractor and is not an agent or employee of, and has no authority to bind, CITY by contract or otherwise. CONSULTANT will perform the professional services under the general direction of CITY, but CONSULTANT will determine, in CONSULTANT's sole discretion, the manner and means by which such services are accomplished, subject to the requirement that CONSULTANT shall at all times comply with applicable law. CITY has no right or authority to control the manner or means by which such services are accomplished.

6. Warranty.

CONSULTANT warrants that its services hereunder will be of a professional quality conforming to generally accepted industry standards and practices.

7. Indemnification by CONSULTANT.

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

8. Insurance Requirement.

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the City Clerk.

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. CONSULTANT's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(b) Errors and omissions insurance to a minimum coverage of $1,000,000, with neither CONSULTANT nor listed sub-CONSULTANTs having less than $1,000,000 individually;

(c) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). CONSULTANT shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(d) Auto Liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than $1,000,000 per accident. If CONSULTANT owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

The CITY its officers, officials, employees and designated volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.

For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

All insurance policies shall have a minimum A.M. Best rating of A- VII, unless otherwise approved by the CITY's Risk Manager.

Any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

9. Nondisclosure.

CONSULTANT acknowledges that CONSULTANT will acquire information and materials from CITY and knowledge regarding, without limitation, the business, products, finances, future plans, customers, clients, employees, and CONSULTANTs of CITY and that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement, and the Work Product, are and will be the trade secrets and confidential and proprietary information of CITY (collectively, the "Confidential Information"). Confidential Information will not include, however, any information which is or becomes part of the public domain through no fault of CONSULTANT, by operation of law, or that CITY regularly gives to third parties without restriction on use or disclosure. CONSULTANT agrees to hold all such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in performing the services, and not to allow any unauthorized person access to it, either before or

after expiration or termination of this Agreement. CONSULTANT further agrees to take all action necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

10. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflict of laws.

11. Notice.

All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the addresses listed below:

(a) City of Dinuba: George Avila, Business Manager, 405 E. El Monte Way, Dinuba, CA 93618

(b) CONSULTANT: _____

12. Severability.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

13. Assignment.

CONSULTANT may not assign CONSULTANT's rights or delegate CONSULTANT's duties under this Agreement without the prior written consent of the CITY. Any attempted assignment or delegation without such consent will be void.

14. Waiver.

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

15. Equitable Remedies.

Because the services are personal and unique and because CONSULTANT will have access to Confidential Information of CITY, CITY will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that CITY may have for a breach of this Agreement.

16. Entire Agreement.

This Agreement, together with its attached exhibits, constitutes the complete agreement between the parties and supersedes all previous agreements or representations, whether written or oral, with respect to the subject matter described herein. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions of CONSULTANT's invoices shall be superseded by the terms and conditions of this Agreement.

In Witness Whereof, the parties hereto have executed the **Consulting Services Agreement** for CONSULTANT as of the date set forth in the first paragraph hereof.

CITY OF DINUBA	CONSULTANT
_____	_____
Luis Patlan	Name
City Manager	Title

Approved as to Form and Content:

_____

Nancy A. Jenner

Legal Counsel

Exhibit B
Scope of Services