



## **Request for Proposal (RFP) No. 712-19**

TO PROVIDE PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE 2020-2025 CONSOLIDATED PLAN, FY 2020-2021 ANNUAL ACTION PLAN, CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER), UPDATE OF THE CITIZEN PARTICIPATION PLAN AND ASSESSMENT OF FAIR HOUSING

**City of Lancaster  
Housing & Neighborhood Revitalization Dept.  
44933 Fern Avenue  
Lancaster, CA 93534  
April 03, 2019**

## I. INTRODUCTION

### A. Purpose

The City of Lancaster Housing and Neighborhood Revitalization Department, hereafter referred to as the “City”, is seeking proposals from interested and qualified individuals, organizations or firms, hereinafter referred to as “Consultant,” with expertise and understanding of the U.S. Department of Housing and Urban Development’s (HUD) formula block grant programs and reporting to provide consultant services. This proposal will highlight the consultant’s capability to develop these grant reports: 2020 - 2025 Consolidated Plan, FY 2020-2021 Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER, Five-Year Consolidated Plan & related documents), update of the Citizen Participation Plan and Assessment of Fair Housing for the City of Lancaster, as an Entitlement Jurisdiction. The Consolidated Plan will be for the period July 1, 2020 through June 30, 2025. The award will be determined by the quality of the proposals received.

The Consolidated Plan is designed to help local jurisdictions assess: fair and affordable housing, community development needs, and underlying market conditions to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the Community Planning and Development (CPD) formula block grant programs: Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs.

### B. RFP Contact

All correspondence, (excluding Proposals – see below) may be submitted to the person identified below as the “RFP Contact”:

RFP Contact:  
Lisa Anderson, Projects Coordinator  
City of Lancaster  
Housing & Neighborhood Revitalization Department  
44933 Fern Avenue  
Lancaster, CA 93534  
Phone: (661) 723-6158  
Email: [landerson@cityoflancafterca.org](mailto:landerson@cityoflancafterca.org)

The above e-mail address may only be used to submit questions. No hard copy Proposals will be accepted. Proposals will **not** be accepted by email or facsimile.

### C. Contract Term

Services to be provided under this Request for Proposals (RFP) are outlined under Section V, SCOPE OF WORK. The Contract period will be for a maximum on 1 year.

### D. Location of Services

The work is to be performed, completed and managed within the City of Lancaster. The Consultant must include all transportation, lodging, and per diem costs sufficient to pay its personnel and travel to the aforementioned location.

**E. Assistance to Consultants with a Disability**

Consultants with a disability may request accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the RFP Contact no later than ten (10) days prior to the Deadline for Proposals.

**II. PROPOSAL TIMELINE**

|                                      |   |
|--------------------------------------|---|
| Release of RFP                       | April 3, 2019                             |
| Deadline for Submission of Questions | April 17, 2019 on or before 4:00 PM (PST) |
| Deadline for Proposals               | May 30, 2019 by 4:00 PM (PST)             |
| Proposal Interview                   | June 6 – 14, 2019                         |
| Date for Tentative Contract Award    | July 1, 2019                              |

**Proposal Interview:**

A **mandatory** Proposal Interview may be held for the top three candidates.

Attendance at the interview is mandatory. No Proposal will be awarded from any Consultant who fails to attend the Proposal interview.

Questions regarding the contents of this RFP must be submitted in writing on or before the Deadline for Submission of Questions and directed to the RFP Contact.

**III. DEFINITIONS**

Capitalized terms used in this RFP shall have the meanings given to them in the RFP and as defined below:

Analysis of Impediments to Fair Housing Choice (AI): A report required by HUD which investigates and assesses the current state of fair housing issues throughout the City of Lancaster and includes the steps that will be performed by the City of Lancaster to meet the purposes of the Fair Housing Act of 1968.

Annual Action Plan: The Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the City of Lancaster's Consolidated Plan. This document is required by HUD and serves as City of Lancaster's application for federal funding.

CDBG: Community Development Block Grant, a formula grant from the Federal Department of HUD. Also see below under, U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG).

Citizen Participation Plan: A document required by HUD that describes the City of Lancaster's processes for soliciting input and consultation from local citizens and stakeholders in regard to entitlement grant funding and priorities; also an element of the Consolidated Plan.

Consolidated Annual Performance and Evaluation Report (CAPER): This document reports on the progress made in carrying out the Consolidated Plan goals and objectives.

Consolidated Plan: The document that is submitted to HUD which serves as the planning document of the jurisdiction and an application for CDBG and HOME funding. The document is developed in

accordance with 24 CFR Part 91 and sets forth the priorities and strategies of the programs for a five-year period. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

Contract: The contract (or agreement) between the City of Lancaster and the Consultant resulting from the award issued pursuant to this RFP to the successful Consultant.

Consultant: Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the City of Lancaster.

Housing & Neighborhood Revitalization Department (HNRD) – The City of Lancaster Housing & Neighborhood Revitalization Department is a department of the City of Lancaster that administers a wide range of programs. Many of these programs are funded through the Federal Department of Housing and Urban Development (HUD).

HOME: HOME Investment Partnerships (HOME) Program funds, a formula grant from the Federal Department of HUD.

Proposal: An offer to provide specific goods or services at specified prices and/or other conditions specified in the RFP.

Request for Proposal (RFP): The request for an offer from Consultants interested in providing the identified services sought to be procured by the City of Lancaster. The RFP specifies the evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.

Services: The requested professional services described in this RFP.

Subcontractor/Subconsultant: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Consultant who is performing services on behalf of Consultant under the Contract or under a separate contract with or on behalf of Consultant.

Solicitation: Any document used to obtain proposals for the purpose of entering into a contract.

U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG). CDBG supports local government and community based organizations through capital-improvement projects, public services, housing, and economic development.

Vendor – Winning Consultant: During the RFP process, the vendor community is notified of a RFP. When a business or individual submits a proposal, it is then considered a consultant. When a consultant is selected for award, the terminology most often used is winning consultant.

#### **IV. PROPOSAL CONDITIONS**

##### **A. Authorized Signatures**

All proposals must be signed by an individual authorized to bind the Consultant to the provisions of the RFP.

##### **B. Term of Offer**

Proposals shall remain open, valid and subject to acceptance anytime within nine (9) months after the Proposal submission.

##### **C. Required Review**

Consultants should carefully review this RFP for defects and questionable or objectionable material. Comments from Consultants concerning defects and objectionable material in this RFP must be made in writing and received by the RFP Contact prior to the deadline for submission of questions identified in Section II. PROPOSAL TIMELINE or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last). This will allow issuance of any necessary amendments or addendums to the RFP. It will also help prevent the opening of a defective RFP and exposure of Proposals upon which an award could not be made. Protests based on any omission or error, or on the content of this RFP, may be disallowed if not submitted in writing to the attention of the RFP Contact prior to the deadline for submission of questions identified in Section II. PROPOSAL TIMELINE, or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last).

##### **D. Incurred Costs**

The City of Lancaster is not obligated to pay any costs incurred by Consultant in the preparation of a Proposal in response to this RFP. Consultants agree that all costs incurred in developing a Proposal are the Consultant's responsibility.

##### **E. Amendments/Addendums to RFP**

The City of Lancaster reserves the right to issue amendments or addendums to this RFP if it considers that changes are necessary or additional information is needed.

Changes to a Proposal or withdrawal of a Proposal will only be allowed if a request is received prior to the Deadline for Proposals. No amendments or withdrawals will be accepted after the Deadline for Proposals.

##### **F. Best Value Evaluation**

As established in this RFP, the City of Lancaster realizes that criteria other than price are important and will award contract(s) based on the Proposal that best meets the needs of the City of Lancaster.

##### **G. Right of Rejection**

Offers must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. The City of Lancaster may reject as non-responsive any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Further, the City of Lancaster may reject a Proposal from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a Proposal in response to this RFP.

A Consultant may not qualify the Proposal nor restrict the rights of the City of Lancaster. If

Consultant does so, the Proposal may be determined to be a non-responsive counter-offer and the Proposal may be rejected.

No Proposal shall be rejected, however, if it contains a minor irregularity, defect or variation. If the irregularity, defect or variation is considered by the City of Lancaster to be immaterial or inconsequential, the City of Lancaster may choose to accept the Proposal.

Minor irregularities may be waived by the RFP Contact when they are any of the following:

1. Do not affect responsiveness;
2. Are merely a matter of form or format;
3. Do not change the relative standing or otherwise prejudice other offers;
4. Do not change the meaning or scope of the RFP;
5. Are trivial, negligible, or immaterial in nature;
6. Do not reflect a material change in the work; or
7. Do not constitute a substantial reservation against a requirement or provision.

In such cases the Consultant will be notified of the deficiency in the Proposal and given an opportunity to correct the irregularity, defect or variation or the City of Lancaster may elect to waive the deficiency and accept the Proposal. The decision to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Consultant from compliance with all requirements if awarded a Contract.

This RFP does not commit the City of Lancaster to award a contract. The City of Lancaster reserves the right to reject any or all Proposals if it is in the best interest of the City of Lancaster to do so. The City of Lancaster also reserves the right to terminate this RFP process at any time.

#### **H. Clarification of Offers**

In order to determine if a Proposal is reasonably susceptible for award, communications by the RFP Contact for the evaluation panel are permitted with a Consultant to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the panel may be adjusted as a result of a clarification under this section.

#### **I. Public Records Act**

All Proposals and other material submitted become the property of the City of Lancaster and are subject to release according to the California Public Records Act (Government Code §6250). All Proposal information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming a non-exempt public record.

If a Consultant believes that any portion of its Proposal is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure on Attachment I - Public Records Act Exemptions. The Consultant also must include a brief description that sets out the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered.

The City of Lancaster will use reasonable means to ensure that such information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Proposals marked "Confidential" in their entirety will not be honored, and the City of Lancaster might not deny public

disclosure of any portion of Proposals so marked.

By submitting a Proposal with portions identified in Attachment I as “Confidential,” Consultant represents that it has a good faith belief that such portions are exempt from disclosure under the Public Records Act. Consultant may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event the City of Lancaster does not disclose the information marked “Confidential,” Consultant agrees to reimburse the City of Lancaster for, and to indemnify, defend (with counsel approved by City) and hold harmless the City of Lancaster, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys’ fees, expenses and court costs of any nature arising from or relating to the City of Lancaster’s non-disclosure of any such designated portions of a Proposal.

**J. Employment of Former City Officials**

Information must be provided in Attachment G - Employment of Former City Officials regarding former City Administrative Officials (as defined below) who are employed by or represent Consultant. The information provided must include a list of former City Administrative Officials who terminated City employment within the last five years and who are now officers, principals, partners, associates or members of Consultant and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of Consultant. For purposes of this section, “City Administrative Official” is defined as a member of the City of Lancaster Executive Staff or such member’s staff, City department or group head, assistant department or group head.

Failure to provide this information may result in the Proposal being deemed non-responsive.

**K. Disclosure of Criminal and Civil Proceedings**

The City of Lancaster reserves the right to request the information described herein from the Consultant selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Consultant. The City of Lancaster also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Consultant may also be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract.

The selected Consultant may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm’s business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Consultant may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Consultant will be

asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the City of Lancaster. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

**L. Debarment and Suspension; California Secretary of State Business Entity Registration**

Consultant certifies in Attachment D – Certification Regarding Debarment or Suspension, California Secretary of State Business Entity Registration that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See Attachment D - Certification Regarding Debarment or Suspension, California Secretary of State Business Entity Registration and the following United States General Services Administration’s System for Award Management website <https://www.sam.gov>). Consultant also certifies in Attachment D - Certification Regarding Debarment or Suspension, California Secretary of State Business Entity Registration that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**M. Unsatisfactory Performance**

Consultant affirms that it has no record of unsatisfactory performance with the City of Lancaster in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

**N. Final Authority**

The final authority to award a contract(s) as a result of this RFP rests solely with the City of Lancaster.

**V. SCOPE OF WORK**

**A. BACKGROUND INFORMATION**

The Consolidated Plan is designed to assess affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The City of Lancaster contains over 94.56 square miles. According to the 2017 population estimate from the State of California Department of Finance, the City’s population is approximately 160,784. According to Census Bureau data, the City’s Area Median Income is \$49,057 and has a household poverty rate of 22%. For the preparation of documents, Consultant is to utilize either Census or American Community Survey (ACS) data as approved/acceptable by HUD.

The City of Lancaster is an Entitlement Jurisdiction and is responsible for administering Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME).

A consultant will be selected to prepare the following strategic planning documents:

- 2020-2025 Consolidated Plan
- FY 2020-2021 Annual Action Plan
- Consolidated Annual Performance and Evaluation Report (CAPER)
- Updated Citizen Participation Plan



- Assessment of Fair Housing

The scope of work to be performed by Consultant for each plan/report is as follows:

**Consolidated Plan and First Year Action Plan:**

- Prepare a Consolidated Plan that addresses each required element pursuant to federal regulations, as well as, Part 91 of Chapter 24 of the Code of Federal Regulations (CFR): Consolidated Submissions for Community Planning and Development Programs.
- Perform relevant consultations and data collection to complete the required HUD tables and the analysis of housing and non-housing needs.
- Prepare an Executive Summary for the Consolidated Plan.
- City staff will assist Consultant, as needed to assess the existing community needs as necessary to develop new strategies, goals, and priorities.
- City staff will assist Consultant, as needed, with development of new strategies, objectives, priorities, and programs and will assist Consultant with inclusion in the Consolidated Plan.
- Develop and incorporate performance measurements, where needed, as required by HUD regulations.
- Conduct consultations with private agencies, public agencies and community groups as required.
- Provide a list of resources to include, at a minimum, a list of all data sources, copy of all data collected, including: consultations, records, and other supporting documentations used to develop the Consolidated Plan in Microsoft Office Word/Excel or PowerPoint format.
- Provide up to five copies of the draft 2020-2025 Consolidated Plan/First Year Action Plan, five sets of the approved final plan, and electronic copies of these files in Microsoft Office Word format.
- Utilize HUD Community Planning Development Mapping Tool.
- Prepare a 2020-2021 program year Annual Action Plan for the first year of the 2020-2025 Consolidated Plan, describing the actions, activities and specific federal and non-federal resources that will be used to address the priority needs and specific goals identified by the Consolidated Plan.
- Prepare the 2020-2025 Consolidated Plan. Consultant will ensure that the formats are consistent with 24 CFR 91.220.
- Consultant will produce computer-generated maps to indicate geographically, how the City of Lancaster will direct assistance to low-income concentrated areas during fiscal years 2020-2025.
- Maps to be incorporated into the First Year Action Plan.

**First Year Consolidated Annual Performance and Evaluation Report (CAPER):**

- Prepare a 2020-2021 program year Consolidated Annual Performance and Evaluation Report describing the accomplishments and progress toward the goals identified in the 2020-2025 Consolidated Plan.
- Consultant will edit the City of Lancaster Consolidated Annual Performance and Evaluation Report and ensure that the formats are consistent with 24 CFR 91.220.
- Consultant will produce computer-generated maps to indicate geographically, how the City of Lancaster will spend funds on low-income concentrated areas during fiscal years 2020-2025.
- Provide up to five copies of the draft CAPER, five sets of the approved final report, and electronic copies of these files in Microsoft Office Word format.

**Citizen Participation Plan:**

- The City staff will assist Consultant, as needed with the development of an updated Citizen Participation Plan that will describe The City of Lancaster's citizen participation process in full. Consultant will be required to prepare, develop, and coordinate an acceptable updated Citizen Participation Plan that will meet 24 CFR Parts 91.105 and 91.110 HUD requirements.
- Provide five sets of copies of the draft updated Citizen Participation Plan, five sets of the approved final plan, and electronic copies of these files in Microsoft Office Word format.
- Document all data sources used to develop the updated Citizen Participation Plan.

**Analysis of Impediments to Fair Housing Choice/Assessment of Fair Housing:**

- Prepare an Analysis of Impediments to Fair Housing (AI) or Assessment of Fair Housing (AFH) in accordance pursuant to HUD guidelines. AI or AFH must identify fair housing issues throughout the City of Lancaster including but not limited to:
  - Patterns of integration and segregation;
  - Racially or ethnically concentrated areas of poverty;
  - Disparities in access to opportunity; and
  - Disproportionate housing needs.
- Prepare an Executive Summary for the AI or AFH.
- Conduct a minimum of five (5) fair housing forums within the City of Lancaster. These meeting are separate from the Needs Assessment forums.
- At a minimum Consultant must use HUD AFH Assessment Tool or other applicable resources necessary to completely and adequately complete the AI or AFH that will be accepted by HUD.
- Perform relevant consultations and data collection to complete the required HUD tables and the AI or AFH and needs.
- City staff will assist Consultant, as needed, to assess the existing community needs as necessary to develop new strategies, goals, and priorities to meet the City of Lancaster's requirements to Affirmatively Further Fair Housing.
- Develop and incorporate performance measurements, as required by HUD regulations.
- Conduct consultations with private agencies, public agencies and community groups as required.
- Develop standard language for all newspaper notices, fliers, and questionnaires and survey in accordance with the City's LEP Plan.
- Develop a survey form, an online survey, and distribution channels to survey the City of Lancaster residents. Some of those distribution channels may be: an e-blast to City employees, utilizing the City webpage/city websites, and City/city contact lists.
- Coordinate with the City on identifying minimum locations for posting notices, fliers, questionnaires and surveys.
- Compile forum/survey and online survey results from all sources including, the participating cities/forums.
- Provide a list of resources to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop the Consolidated Plan.
- Provide up to five copies of the draft AI or AFH, five sets of the approved final report, and electronic copies of these files in Microsoft Office Word format.

**Please note:** City staff may assist Consultant as is practically possible and will share information as is available. Consultant will be responsible for developing agendas and topics for each meeting and providing copies of any other handouts at the meetings. Consultant will

provide summaries of all meetings.

All public meetings and documents must be publicized in accordance with the City of Lancaster's Citizen Participation Plan (CPP) as well as the City's LEP Plan. Timelines and guidelines for soliciting citizen participation are outlined in the CPP.

## **B. PROJECT DESCRIPTION**

### 1. Project goal and objectives:

Consultant will facilitate and/or provide materials for various public forums required by HUD as part of the Consolidated Plan process, to prepare a 2020 - 2025 Consolidated Plan, FY 2020-2021 Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER, Five-Year Consolidated Plan & related documents), update of the Citizen Participation Plan and Assessment of Fair Housing. Consultant will also prepare all reports in accordance with all federal requirements for timely submission to HUD.

### 2. Deliverables/Requirements:

- a. Five-Year Consolidated Plan by 03/01/2020
- b. First Year Action Plan by 03/01/2020
- c. First Year Consolidated Annual Performance and Evaluation Report by 01/01/2021
- d. Citizen Participation Plan by 11/01/2019
- e. Assessment of Fair Housing by 11/01/2019

## **C. GENERAL CITY OBLIGATIONS**

Access to materials and data.

## **VI. PROPOSAL SUBMISSION**

### **A. General**

1. All interested and qualified Consultants are invited to submit a Proposal for consideration. Submission of a Proposal indicates that the Consultant has read and understands the entire RFP, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFP have been resolved. Proposals must be received by the designated date and time. Late or incomplete proposals will not be accepted.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
3. Proposals must be completed in all respects as required in this section. A Proposal may not be considered if it is conditional or incomplete.
4. Proposals shall be sealed in an envelope and delivered to the City of Lancaster, Housing and Neighborhood Revitalization Department, Attn.: Lisa Anderson. Proposals must be submitted by 4:00pm on May 30, 2019. Envelope shall bear the name of the Consultant. It is the sole responsibility of the Consultant to see that the proposal is received on time. Any proposal received after the scheduled date and time will be returned to the consultant.

**B. Proposal Format**

Responses to this RFP must be in the form of a Proposal package, which must be submitted in the following format:

**1. Presentation**

Proposals must be submitted by May 30, 2019 at 4:00p.m.

**2. Cover Page**

Use Attachment A – Cover Page as the cover page.

This form must be fully completed and signed by an authorized officer of the Consultant.

**3. Table of Contents**

All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

**4. Statement of Certification**

Include the following on Attachment B – Statement of Certification:

- a. A statement that the offer made in the Proposal is firm and binding for nine (9) months from the Deadline for Proposals.
- b. A statement that all aspects of the Proposal, including cost, have been determined independently, without consultation with any other Consultant (competitor) for the purpose of restricting competition.
- c. A statement that all declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the City of Lancaster to pursue any remedy by law.
- d. A statement that the Consultant agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.
- e. A statement that the Consultant agrees to provide the City of Lancaster with any other information the City of Lancaster determines is necessary for an accurate determination of the Consultant's ability to perform the Services as proposed.
- f. A statement that the Consultant, if selected will comply with all applicable rules, laws and regulations.
- g. A statement that the Consultant has reviewed the RFP and General Contract Terms in their entirety and have no exceptions to any requirements, terms or conditions, except as noted in Attachment H – Exceptions to RFP.

**5. Licenses, Permits, and/or Certifications**

Provide copies of all licenses, permits and/or certifications in Attachment C – Licenses, Permits, and/or Certifications as required under Section X. TERMS AND CONDITIONS, Paragraph A. General, Number 22. Licenses, Permits, and/or Certifications.

**6. Certification Regarding Debarment or Suspension**

Complete Attachment D – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration.

**7. Cost**

Complete proposed pricing on Attachment E – Fee Proposal Sheet and enclose it in a sealed and labeled envelope to be submitted as described in Section VI. PROPOSAL SUBMISSION, Paragraph A. General, Number 4.

**8. References**

Provide three (3) references from other entities, preferably public agencies, of same or similar size as the City of Lancaster, with whom you have established a contract on a project of this nature. Provide Contact Name, Address, Phone Number, and dates Services were provided on Attachment F - References.

**9. Former City Officials**

Information regarding any former City of Lancaster administrative officials who are employed by or represent your business must be provided in Attachment G – Employment of Former City Officials.

**10. Exceptions to RFP**

Complete Attachment H – Exceptions to RFP, if applicable.

**11. Public Records Act Exemptions**

Complete Attachment I – Public Records Act Exemptions, if applicable.

**12. Indemnification and Insurance Requirements Affidavit**

Submit evidence of ability to insure as stated in Section X. TERMS AND CONDITIONS, Paragraph

B. Indemnification and Insurance Requirements. Consultant must complete and submit Attachment J – Indemnification and Insurance Requirements Affidavit, and ensure the form is complete, including the signature from Consultant’s insurance broker/agent.

**13. Subconsultants**

Information regarding subconsultants contemplated under the Contract must be provided under Attachment K – List of Subconsultants.

**14. Conflict of Interest**

Complete Attachment L – Conflict of Interest and Political Reform Act Obligations.

**15. Financials**

Provide Consultant’s Annual Report for the previous two years. Consultant must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the Consultant’s accountant that the information accurately reflects the Consultant’s current financial status. If the Consultant is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the Consultant’s current financial status.

**16. Project Team Organization Chart**

Provide an organization chart illustrating the project team, and clearly show the organization of the team and the hierarchy of the members. It must include:

- a. Organizational framework for the proposed project team.
- b. Company name and staff name for each role identified in the chart.
- c. Resumes of key personnel, including qualifications, education and project experience.

**17. Proposal Description**

The Proposal should include the following:

- a. A brief synopsis of the Consultant's understanding of the City of Lancaster's needs and how the Consultant plans to meet them.
- b. A detailed statement of the proposed Services.
- c. An explanation of any assumptions or constraints.

**18. Statement of Experience and Qualifications**

Include the following in this section of the Proposal:

- a. Business name of the Consultant and type of legal entity such as corporation, partnership, etc. If Consultant is a business entity that must be registered with the California Secretary of State, Consultant shall provide the City of Lancaster with the entity number assigned to Consultant by the Secretary of State.
- b. Number of years the Consultant has been in business under the present business name, as well as related prior business names.
- c. Statement that the Consultant does not have any commitments or potential commitments that may impact the Consultant's ability to perform the Contract, if awarded.

**19. Work Plan and Schedule**

Include the following:

- a. Summary of management/work plan for this Project;
- b. Consultant must include a schedule of estimated project milestones (dates through all phases of the project).

**VII. EVALUATION**

Proposals will be subject to an Initial Review to confirm responsiveness, by determining whether each Proposal includes the stipulated content, required certifications or licensing, etc., and is presented in the required format, in order for the Proposal to advance for evaluation. Any reasonable person reviewing for responsiveness must be able to ascertain that the Proposal meets these requirements.

The evaluation process includes the following categories, and may include additional specific criteria. Likewise, the listed considerations are possible considerations, and may not be the only factors involved in the evaluation.

**A. QUALIFICATIONS AND EXPERIENCE**

Weight: 30 Points

Considerations: Company background and reputation, qualifications of the project team, experience with similar projects and entities.

Have the ability to maintain adequate files and records and meet statistical reporting requirements.

Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

Have at least three (3) years' experience with fully preparing and submitting successful Consolidated Plans and other required documents.

**B. COST/REVENUE**

Weight: 30 Points

Considerations: Unit cost, project cost, rebates/revenue, technical support, warranty, system

maintenance and licensing. Proposed budget should be detailed as outlined on Attachment E – Fee Proposal Sheet.

**C. TECHNICAL REVIEW**

Weight: 30 Points

Considerations: Statement of understanding of the City of Lancaster’s needs, work plan, scheduling, technical specifications and functionality, quality control, training, risk management, and value-added aspects to address each area listed under Section V. SCOPE OF WORK.

**D. REFERENCES**

Weight: 10 Points

Considerations: Satisfactory performance of similar work, demonstrated knowledge and expertise, work product, quality of interactions, capability of assigned team members, likelihood of continued use, etc.

Provide references of a minimum of three (3) other customers, one (1) of which should be a comparably sized government agency, involving Consultant’s delivery of services that demonstrate the ability of Consultant to provide Consultant services as outlined in this RFP. All references must have names, titles and phone numbers.

**E. RESERVED**

The City of Lancaster may, at its sole discretion, create a shortlist of Proposals for further evaluation; require an oral interview, presentation, or demonstration; and utilize outside experts to assist in the evaluation process.

The City of Lancaster will establish an evaluation panel with responsibility for reviewing all Proposals and conducting the qualifications evaluation. The RFP Contact will manage the integrity of the qualifications evaluation process and will not be a voting member of the evaluation panel. An initial meeting will be scheduled and held with the evaluation panel members, wherein the Facilitator will distribute all relevant documents to the evaluators including the RFP, evaluation worksheets for each Proposal, and written evaluation instructions.

After the initial meeting, evaluators will independently review and score the Proposals. The evaluation panel will then convene again to discuss the individual scores to resolve questions and to discuss the basis for individual scores, but not for the evaluators to agree upon scoring. At the end of this discussion, each evaluator will be given an option to revise his/her scores.

Evaluators will make independent determinations for scores, including review and understanding of any additional information obtained by the group discussion. In the event a score is revised, the evaluator will strike out the original score, document the new score, and provide comments to support the revision.

If clarifying information is needed at any point, the RFP Contact will contact Consultant(s) to obtain the necessary information. The RFP Contact will then provide the information to the evaluation panel electronically or verbally, as appropriate.

If the qualifications evaluation process includes components such as oral interviews, product demonstration, and/or site visits, the RFP Contact will coordinate those with evaluators. Individual scoring and any subsequent evaluation panel meetings with respect to such components must be conducted.

Once all scorings are finalized and documented, the RFP Contact will collect individual evaluation worksheets to create a final qualifications evaluation scoring worksheet and rank the proposals first, second, third, etc.

Following the qualifications evaluation and ranking of the proposals, the RFP Contact will open all fee proposals. The ranking of the proposals will not be altered once the fee proposals have been opened. However, the fee proposals will be used during negotiations with the selected Consultant(s).

## **VIII. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD**

The City of Lancaster may require the potential Consultant(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

### **A. Contract Negotiation**

After selection, negotiations may be conducted with the Consultant(s) of the highest-ranked Proposal(s). Negotiations, if held, shall be within the scope of work in the request for Proposals.

If the contract negotiations take place in The City of Lancaster, California, the Consultant will be responsible for its travel and per diem expenses of its personnel.

### **B. Failure to Negotiate**

If the selected Consultant:

1. Fails to provide the information required to begin negotiations in a timely manner; or
2. Fails to negotiate in good faith; or
3. Indicates it cannot perform the Contract within the budgeted funds available for the services; or
4. If the Consultant and the City of Lancaster, after a good faith effort, simply cannot come to terms;

Then the City of Lancaster may terminate negotiations with the Consultant initially selected and commence negotiations with the next highest ranked Consultant.

### **C. Notice of Intent to Award (NOIA) – Consultant Notification of Selection**

After the completion of Contract negotiations, a written or electronic Notice of Intent to Award (NOIA) and denial letters (or a copy of the NOIA) will be issued to all Consultants. The issuance date of the NOIA is the date the NOIA was delivered by email or into the care of the United States Postal Service for delivery to the Consultant.

### **D. Review of Financial Performance**

As indicated in Section VII, EVALUATION, Paragraph B. Cost/Revenue, financial information may be used to evaluate and select the Proposal(s) deemed to be in the City of Lancaster's best interest. Alternatively, at the City of Lancaster's sole discretion, the financial performance of the intended.

Consultant may be assessed prior to Contract award. Financial performance deemed unsatisfactory by the City of Lancaster may result in non-award or a recommendation for award to another Consultant(s).

### **E. Award**

A Contract will be awarded based on a competitive selection of Proposals received. The contents of the Proposal of the successful Consultant will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.



**IX. APPEAL AND AWARD**

In the event a dispute arises concerning the Proposal process prior to the award of the Contract, the Consultant raising the dispute shall submit a request for resolution in writing to the RFP Contact. Consultant may appeal the recommended award or denial of award (Protest), provided the Protest:

1. Is submitted in writing.
2. Is submitted within ten (10) calendar days of the issuance date of the NOIA.

A Protest can only be brought on the following grounds:

1. Failure of the City of Lancaster to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. Violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. Violation of State or Federal law.

Protests will not be accepted for any other reasons than those stated above. All Protests must be sent to:

Lisa Anderson, Projects Coordinator  
City of Lancaster  
44933 Fern Avenue  
Lancaster, CA 93534

Upon receipt of the formal Protest, the RFP Contact, or his/her designee, will attempt to resolve the Protest. A Protest shall be disallowed when, in the judgment of the RFP Contact it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the Consultant advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

The RFP Contact shall make a decision concerning the appeal, and notify the Consultant submitting the Protest, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the RFP Contact shall be deemed final.

Alternatively, at the RFP Contact's discretion, an Appeal Panel consisting of five (5) members appointed by the RFP Contact shall hear the Protest. The Consultant will be provided reasonable notice of the time, date and location of the hearing. In the event that a protesting Consultant does not appear at the Protest hearing as scheduled, the Protest will be disallowed.

The hearing is informal, in that it is not subject to the strict rules of evidence or procedure, and live witnesses, if any, will not be sworn. All relevant evidence is admissible, including hearsay. It will be up to the Appeal Panel members to consider the credibility of the evidence and the weight to give it.

The Panel will determine by at least three (3) affirmative votes: 1) whether the Protest was submitted timely; 2) whether the Protest is based on at least one of the three designated grounds identified above; and 3) whether the grounds on which the Protest are based have been substantiated.

If any of the grounds are determined to be valid, the Panel will also decide if the valid portion of the

Protest has so tainted the RFP process that it is unfair to the Consultant or whether the valid grounds for the Protest are in the nature of harmless error and that the RFP process was fair to the Consultant. The Panel will not re-evaluate the Proposals.

The RFP Contact shall notify the Consultant making the Protest of the decision, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Appeal Panel shall be deemed final.

A Consultant protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Consultant has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this Proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Consultant under this RFP. Upon exhaustion of this remedy no additional recourse is available.

## **X. TERMS AND CONDITIONS**

The selected Consultant will be required to enter into a formal Contract with the City of Lancaster. This RFP sets forth some of the general provisions which will be included in the final Contract. In submitting a response to this RFP, Consultant will be deemed to have agreed to each clause unless the Proposal identifies an objection and City agrees to a change of language in writing. All objections to any Terms and Conditions must be listed on Attachment H – Exceptions to RFP or any exception thereto shall be waived.

### **A. General**

#### **1. Contract Amendments**

Consultant agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Consultant & City.

#### **2. Consultant Contract Exclusivity**

This is not an exclusive Contract. The City of Lancaster reserves the right to enter into a Contract with other Contractors for the same or similar Services. The City of Lancaster does not guarantee or represent that the Consultant will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

#### **3. Contract Assignability**

Without the prior written consent of the City of Lancaster, the Contract is not assignable by Consultant either in whole or in part.

#### **4. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements.

#### **5. Background Checks for Consultant Personnel**

Consultant shall ensure that its personnel (a) are authorized to work in the jurisdiction in

which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the City of Lancaster; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the City of Lancaster and not in violation of applicable law, Consultant shall conduct a background check, at Consultant's sole expense, on all its personnel providing Services. If requested by the City of Lancaster, Contractor shall provide the results of the background check of each individual to the City of Lancaster. Such background check shall be in the form generally used by Consultant in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Consultant personnel who do not meet the City of Lancaster's hiring criteria, in City's sole discretion, shall not be assigned to work on City property or Services, and City shall have the right, at its sole option, to refuse access to any Contract personnel to any City facility.

**6. Change of Address**

Consultant shall notify the City of Lancaster in writing of any change in mailing address within ten (10) business days of the change.

**7. Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**8. Compliance with City Policy**

In performing the Services and while at any City facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the City of Lancaster regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the City of Lancaster; and (d) abide by all laws applicable to the City of Lancaster facilities and the provision of the Services, and all additions and modifications to each of subsections (b),(c), and (d) (collectively, "City Policies"). City Policies, and additions or modifications thereto, may be communicated orally or in writing to Consultant or Consultant personnel or may be made available to Consultant or Consultant personnel by conspicuous posting at a City facility, electronic posting, or other means generally used by City to disseminate such information to its employees or contractors. Consultant shall be responsible for the promulgation and distribution of City Policies to Consultant personnel to the extent necessary and appropriate.

City shall have the right to require Consultant's employees, agents, representatives and subcontractors to exhibit identification credentials issued by City in order to exercise any right of access under this Contract.

**9. Confidentiality**

Consultant shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Consultant shall not use or disclose any identifying information for any other purpose other than carrying out the Consultant's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

**10. Primary Point of Contact**

The Consultant will designate an individual to serve as the primary point of contact for the Contract. Consultant or designee must respond to City inquiries within two (2) business days. Consultant shall not change the primary contact without written acknowledgement to the City of Lancaster. Consultant will also designate a back-up point of contact in the event the primary contact is not available.

**11. City Representative**

The *Director of Housing and Neighborhood Revitalization*, or his/her designee shall represent The City of Lancaster in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Consultant.

**12. Damage to City Property**

Consultant shall repair, or cause to be repaired, at its own cost, all damage to City vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after Consultant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Consultant fails to make timely repairs, the City of Lancaster may make any necessary repairs. For such repairs, the Consultant shall repay all costs incurred by the City of Lancaster, by cash payment upon demand or City may deduct such costs from any amounts due to the Consultant from the City of Lancaster, as determined at City's sole discretion.

**13. Debarment and Suspension**

The Consultant certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Consultant further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**14. Drug and Alcohol-Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, Consultant agrees that the Consultant and the Consultant's employees, while performing service for the City of Lancaster, on City property, or while using City equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Consultant or Consultant's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Consultant shall inform all employees that are performing service for the City of Lancaster on City property, or using City equipment, of the City of Lancaster's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment

from same while performing such service for the City of Lancaster.

The City of Lancaster may terminate for default or breach of this Contract and any other Contract the Consultant has with the City of Lancaster, if the Consultant or Consultant's employees are determined by the City of Lancaster not to be in compliance with above.

**15. Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**16. Employment Discrimination**

During the term of the Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Consultant shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and City laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**17. Improper Influence**

Consultant shall make all reasonable efforts to ensure that no City officer or employee, whose position in The City of Lancaster enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

**18. Improper Consideration**

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the City of Lancaster in an attempt to secure favorable treatment regarding this Contract.

The City of Lancaster, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the City of Lancaster with respect to the Proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Consultant shall immediately report any attempt by a City officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or to the City of Lancaster Administrative Office. In the event of a termination under this provision, the City of Lancaster is entitled to pursue any available legal remedies.

**19. Informal Dispute Resolution**

In the event the City of Lancaster determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim,

question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**20. Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**21. Licenses, Permits, and/or Certifications**

Consultant shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, City, and municipal laws, ordinances, rules and regulations. The Consultant shall maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Consultant will notify City immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and certifications may result in immediate termination of this Contract.

**22. Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the City of Lancaster determines that Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the City of Lancaster, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the City of Lancaster is entitled to pursue any available legal remedies.

**23. Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**24. Nondisclosure**

Consultant shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the City of Lancaster to Consultant or an agent of Consultant or otherwise made available to Consultant or Consultant's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Consultant or an agent of Consultant in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**25. Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**26. Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by

Consultant pursuant to the Contract shall be considered property of the City of Lancaster upon payment for services (and product, if applicable). All such items shall be delivered to City at the completion of work under the Contract. Unless otherwise directed by City, Consultant may retain copies of such items.

**27. Air, Water Pollution Control, Safety and Health**

Consultant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**28. Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the City of Lancaster. Any provision of this Contract that may appear to give the City of Lancaster any right to direct the Consultant concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City of Lancaster concerning the end results of the performance.

**29. Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this the Contract or Consultant's relationship with City may be made or used without prior written approval of the City of Lancaster.

**30. Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**31. Subcontracting**

Consultant agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from the City of Lancaster. Any subcontractor shall be subject to the same terms and conditions as Consultant. Consultant shall be fully responsible for the performance and payments of any subcontractor's contract.

Consultant shall obtain City's written consent, which City may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to City. At City's request, Consultant shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the City of Lancaster, resumes of proposed subcontractor personnel. Consultant shall remain directly responsible to City for its subcontractors and shall indemnify City for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph B. Indemnification and Insurance Requirements of this Section X. TERMS AND CONDITIONS. All approved subcontractors shall be subject to the provision of this contract applicable to Consultant Personnel, including removal pursuant to subsection A. General, Number 5. Attorney Fees and Costs, of this Section X. TERMS AND CONDITIONS.

For any subcontractor, Consultant shall:

- a) Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b) Ensure that the subcontractor follows City's reporting formats and procedures as specified by City.
- c) Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Consultant Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, City will have the right to enter into direct Contracts with any of the Subcontractors. Consultant agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with City.

### **32. Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Consultant or City, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Consultant and City further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Consultant for City.

### **33. Termination for Convenience**

The City of Lancaster and the Consultant each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to City and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

### **34. Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

### **35. Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in the City of Lancaster, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, the City of Lancaster, Los Angeles County District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, the City of Lancaster, Los Angeles County District.

### **36. Successors and Assigns**

This Contract shall be binding upon City and Consultant and their respective successors and assigns.



Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of City.

**Death or Incapacity:** If the Consultant transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and City shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by City by reason of such termination. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the services covered herein, City will make payment to those continuing as though there had been no such death or incapacity and City will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Consultant.

### **37. Copyright**

City shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the City of Lancaster as the funding agency and Consultant as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Consultant in the United States or in any other country without the express written consent of City. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the City of Lancaster prior to publication.

### **38. Artwork, Proofs and Negatives**

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the City of Lancaster. These items must be returned to the City of Lancaster within ten (10) calendar days, upon written notification to the Consultant. In the event Consultant fails to return the documents, the City of Lancaster is entitled to pursue any available legal remedies. In addition, the Consultant will be barred from all future solicitations, for a period of at least six (6) months.

### **39. Fiscal Provisions**

- a. The maximum amount of reimbursement/payment under this Contract shall be subject to availability of funds to the City of Lancaster. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's Services and expenses incurred in the performance hereof, including travel and per diem.
- b. Consultant shall provide City itemized monthly invoices, in arrears, and in a format acceptable to the City of Lancaster for Services performed under this Contract within twenty (20) days of the end of the previous month. The City of Lancaster shall make payment to Consultant within sixty (60) working days after receipt of invoice or the resolution of any

billing dispute.

- c. City is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Consultant or on any taxes levied on employee wages. The City of Lancaster shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the City of Lancaster pursuant to the Contract.
- d. Costs for Services under the terms of this Contract shall be incurred during the Contract period except as approved by City. Consultant shall not use current year funds to pay prior or future year obligations.

#### **40. Prevailing Wage Laws**

By its execution of this Contract, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Consultant shall defend, indemnify and hold the City of Lancaster, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

#### **41. Errors, Omissions and/or Conflicts**

Consultant shall be responsible for the integrity of all design and research studies prepared or approved by the Consultant and should City suffer damages due to errors, omissions, and/or conflicts within the documents, the Consultant shall be responsible to City for costs of all such damages.

#### **42. Conflict of Interest**

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the City of Lancaster. Consultant shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the City of Lancaster determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the City of Lancaster and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long

as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Consultant acknowledges and agrees that it will not submit a bid, or enter into an agreement with a third party, for the construction of the Project. Consultant agrees not to affiliate with, or receive financial consideration from, any third party in connection with this Project, except as specifically authorized under this Contract.

Consultant understands per the attached Conflict of Interest and Political Reform Act Obligations (Attachment L – Conflict of Interest and Political Reform Act Obligations) that the Department Director may determine Consultant meets Disclosure Determination number 1 or 2 and that disclosure may be required.

**B. Indemnification and Insurance Requirements**

**1. Indemnification**

**“Consultant shall defend and indemnify City for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. This Agreement incorporates by reference the provisions of Civil Code section 2782.8, including, but not limited to, the provisions that concern the duty and cost to defend the City.”**

Consultant (for the purposes of this section, “Indemnitor”) agrees to indemnify and hold harmless the City of Lancaster, its elected officials, officers and employees (collectively, for the purposes of this section, “Indemnitee”), from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney’s fees, incurred in or in any manner arising out of or related to, and to the extent of, Consultant’s negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Consultant agrees to defend the City, its elected officials, officers and employees, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of Consultant or on the part of its employees.

**2. Insurance Specifications**

Consultant agrees to provide insurance set forth in accordance with the requirements herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Consultant agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Consultant shall maintain in effect at all times during the performance of work, no less than the following coverage and limits of insurance, which shall be maintained with insurers listed “A-, VIII” or better in the Best’s Key Rating Guide:

**Commercial General Liability**

|   |             |
|---|-------------|
| Each Occurrence   | \$1,000,000 |
| Per Project General Aggregate                           | \$2,000,000 |
| Including Products/Completed Operations                 |             |
| Including Contractual Liability/Independent Contractors |             |
| Including Broad Form Property Damage                    |             |

**Commercial Automobile Liability**

Combined Single Limit per Accident for  
Bodily Injury and Property Damage \$1,000,000

**Workers Compensation**

As Required by the State of California Statutory Limits

**Employer's Liability**

Each Accident \$1,000,000  
Bodily Injury by Disease \$1,000,000  
Each Employee \$1,000,000

**Professional Liability**

Each Occurrence \$1,000,000  
General Aggregate

- A. For General Liability insurance shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations. Commercial Auto coverage shall be at least as broad as ISO form CA00 01.
- B. 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 insured's liability.
- C. A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation/Employers Liability policies and a copy of the endorsement must accompany the certificate.
- D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant's insurance and shall not contribute with it.
- F. The coverage provided under this Agreement shall not contain any special limitations on the scope of protection afforded to the City insured entities.
- G. Insurance provided and maintained by Consultant must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition.
- H. Insurance written on a "claims made" basis must be renewed for a period of five (5) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.
- I. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. The certificates for each

insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

- J. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City insured entities.
- K. Certificates of Insurance must be deposited with the City for all coverage required by this Agreement. Certificates shall meet the following requirements:
- (1) Show that the insurance policy has been endorsed to state that coverage shall not be cancelled except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the City.
  - (2) List in the "Descriptions of Operations/Locations/Vehicles/Special Items" section: City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.
  - (3) List in the "Certificate Holder" section:  
  
The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.
- L. Consultant shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the Consultant.
- M. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The Consultant's insurance coverage shall be primary insurance as respects the OWNER'S insured entities.

**C. Right to Monitor and Audit**

**1. Right to Monitor**

The City of Lancaster, State and Federal governments shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the absolute right to monitor the performance of Consultant in the delivery of Services provided under this Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the City of Lancaster in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the City of Lancaster. Consultant shall repay to City within thirty (30) days of receipt of audit findings any reimbursements made by City to Consultant that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

**2. Records**

Consultant shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract.

All records relating to the Consultant's personnel, Contractors, Subcontractors, Service/Scope of Work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by City representatives for a period of three years after final payment under the Agreement or until all pending City, State and Federal audits are completed, whichever is later.

**D. Correction of Performance Deficiencies**

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level of performance under this Contract, Consultant shall notify the City of Lancaster within one (1) working day, in writing and by telephone.
2. Failure by Consultant to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
3. Consultant's Primary Contact and City Representative shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of this Contract. If these representatives are unable to resolve a dispute, controversy or claim with ten (10) days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the review process is unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

4. In the event of a non-cured breach, City may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
  - a. Afford Consultant thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of City;
  - b. Withhold funds pending duration of the breach;
  - c. Discontinue reimbursement to Consultant for and during the period in which Consultant is in breach, which reimbursement shall not be entitled to later recovery;
  - d. Offset against any monies billed by Consultant but yet unpaid by the City of Lancaster;
  - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Consultant. In the event of such termination, the City of Lancaster may proceed with the work in any manner deemed proper by the City of Lancaster. The cost to the City of Lancaster shall be deducted from any sum due to the Consultant under this Contract and the balance, if any, shall be paid by the Consultant upon demand.
5. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given

hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

**ATTACHMENT A – COVER PAGE**

**Use this checklist to ensure that all items requested have been included.**

| Items Completed |  | Page (s) |
|-----------------|--|----------|
| 1.              | Attachment A – Cover Page  |          |
| 2.              | Attachment B – Statement of Certification  |          |
| 3.              | Attachment C – Licenses, Permits, and/or Certifications  |          |
| 4.              | Attachment D – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration |          |
| 5.              | Attachment E – Fee Proposal Sheet  |          |
| 6.              | Attachment F – References  |          |
| 7.              | Attachment G – Employment of Former City Officials   |          |
| 8.              | Attachment H – Exceptions to RFP   |          |
| 9.              | Attachment I – Public Records Act Exemptions   |          |
| 10.             | Attachment J – Indemnification and Insurance Requirements Affidavit  |          |
| 11.             | Attachment K - List of Subconsultants  |          |
| 12.             | Attachment L – Conflict of Interest and Political Reform Act Obligations   |          |
| 13.             | Financials (Two Years)   |          |
| 14.             | Projects Team and Organizational Chart   |          |
| 15.             | Proposal Description   |          |
| 16.             | Statement of Experience and Qualifications   |          |
| 17.             | Workplan and Schedule  |          |

Consultant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Federal Tax I.D. No.: \_\_\_\_\_ DUNS No.: \_\_\_\_\_

Name & Title of Authorized Representative: \_\_\_\_\_

By signing below, the individual acknowledges that he/she has the authority to bind the Consultant to the terms of the Proposal. The individual further acknowledges that he/she has read and understands the RFP, the contents of the Proposal and the Attachments, and attests to the accuracy of the information submitted therein.

Signature of Authorized Representative: \_\_\_\_\_

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



**ATTACHMENT B  
STATEMENT OF CERTIFICATION**

The following statements are incorporated in our response to the City of Lancaster.

|    | <b>Statement</b>   | <b>Agree<br/>(initial)</b> | <b>Agree with qualification<br/>(initial and attach<br/>explanation)</b> |
|----|--|----------------------------|--|
| 1. | The offer made in the Proposal is firm and binding for nine (9) months from the date the Proposal is opened.   |                            |  |
| 2. | All aspects of the Proposal, including cost, have been determined independently, without consultation with any other Consultant or competitor for the purpose of restricting competition.                                  |                            |  |
| 3. | All declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the City of Lancaster to pursue any remedy by law.                                  |                            |  |
| 4. | Consultant agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.  |                            |  |
| 5. | Consultant agrees to provide the City of Lancaster with any other information the City of Lancaster determines is necessary for an accurate determination of the Consultant's ability to perform the services as proposed. |                            |  |
| 6. | Consultant, if selected will comply with all applicable rules, laws and regulations.   |                            |  |
| 7. | The RFP has been reviewed in its entirety and Consultant has no exceptions to any requirements, terms, or conditions, except as noted in Attachment H.   |                            |  |



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**ATTACHMENT D**

**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION; CALIFORNIA  
SECRETARY OF STATE BUSINESS ENTITY REGISTRATION**

In compliance with contracts and grants Contracts applicable under the U.S. Federal Awards Program, the following certification is required by all Consultants submitting a response to this RFP:

1. The Consultant certifies, to the best of its knowledge and belief, that neither the Consultant nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website ([www.sam.gov](http://www.sam.gov)).
2. The Consultant certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Proposal, nor subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website ([www.sam.gov](http://www.sam.gov)).
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The Consultant shall provide immediate written notice to the RFP Contact if, at any time prior to award, the Consultant learns that this certification was erroneous when submitted or has become erroneous by reason of changes in circumstances.
5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Consultant rendered an erroneous certification, in addition to other remedies available to the City of Lancaster, The City of Lancaster may terminate the Contract resulting from this RFP for default.
6. Consultant affirms that neither it, nor any subcontractor listed in the Proposal, has any record of recent unsatisfactory performance with the City of Lancaster during the past twenty-four (24) months at a minimum.
7. Consultant also certifies that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

Consultant Name: \_\_\_\_\_  
EIN: \_\_\_\_\_ Tax I.D. No.: \_\_\_\_\_  
Name & Title of Authorized Representative: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT E - COST**

Provide a cost for each reporting document as described in Section V. SCOPE OF WORK, separately to allow for flexibility in the proposal evaluation. Include all labor, supplies, materials, transportation, equipment, apparatus, and insurance necessary. All profit and overhead must be reflected in the total cost proposed. Attach any additional information to support cost.

| <b>Item: Reports</b>  | <b>Total Amount</b> |
|---|---------------------|
| <b>Consolidated Plan with first Year Annual Action Plan</b> |                     |
| <b>Consolidated Annual Performance Evaluation Report</b>    |                     |
| <b>Citizen Participation Plan</b>                           |                     |
| <b>Assessment of Fair Housing</b>                           |                     |
|   |                     |
|   |                     |
| <b>Subtotal- Reports</b>                                    | <b>\$</b>           |

| <b>Item: Surveys</b>           | <b>Total Amount</b> |
|--------------------------------|---------------------|
| <b>Community Needs Surveys</b> |                     |
| <b>AFH Surveys</b>             |                     |
|                                |                     |
| <b>Subtotal- Surveys</b>       | <b>\$</b>           |

| <b>Item: Public Forums</b>           | <b>Total Amount</b> |
|--------------------------------------|---------------------|
| <b>Community Needs Public Forums</b> |                     |
| <b>AFH Public Forums</b>             |                     |
|                                      |                     |
| <b>Subtotal- Public Forums</b>       | <b>\$</b>           |

| <b>Item: Other</b>      | <b>Total Amount</b> |
|-------------------------|---------------------|
| <b>Other (Specify):</b> |                     |
|                         |                     |
| <b>Subtotal- Other</b>  | <b>\$</b>           |

|                    |           |
|--------------------|-----------|
| <b>Grand Total</b> | <b>\$</b> |
|--------------------|-----------|

Name and Title of Authorized Representative: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ATTACHMENT F - REFERENCES**

| <b>Name of Agency</b> | <b>Contact Name/Address</b> | <b>Phone Number</b> | <b>Dates services provided (from/through*)</b> |
|-----------------------|-----------------------------|---------------------|--|
|                       |                             |                     |  |
|                       |                             |                     |  |
|                       |                             |                     |  |
|                       |                             |                     |  |
|                       |                             |                     |  |

Provide a minimum of three (3) customer references Consultant has contracted with, providing the same service as requested in this RFP.

\*Enter "**Present**" if still providing the services (Example: 10/08/13 - present).



**ATTACHMENT H – EXCEPTIONS TO RFP**

CONSULTANT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE# ( ) \_\_\_\_\_ FAX # ( ) \_\_\_\_\_

I have reviewed the RFP in its entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

**ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS**

CONSULTANT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE# ( ) \_\_\_\_\_ FAX # ( ) \_\_\_\_\_

Consultant requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**



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**ATTACHMENT J - INDEMNIFICATION AND INSURANCE REQUIREMENTS AFFIDAVIT**

**THE CONSULTANT'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM AND THE CONSULTANT MUST SUBMIT THIS COMPLETED AFFIDAVIT WITH THE PROPOSAL.**

I, the undersigned (Please check one box) underwriter/agent/broker, certify that I and the Consultant listed below have jointly reviewed the "Insurance Requirements" in this Request for Proposal (RFP). If the City of Lancaster ("City") awards the Consultant the Contract for this project, I will be able—within fourteen (14) calendar days after the Consultant is notified of the Contract's award—to furnish the City with all the required, insurance certificate(s) and endorsement(s) as specified in Section X. TERMS AND CONDITIONS, Paragraph B. Indemnification and Insurance Requirements.

|  |                     |  |                   |
|--|---------------------|--|-------------------|
| _____<br>Insurance Broker / Agency Name              |                     | _____<br>Date  |                   |
| _____<br>Insurance Broker's / Agent's Name (Printed) |                     | _____<br>Insurance Broker's / Agent's Name (signature) |                   |
| _____<br>Address                                     | _____<br>City       | _____<br>State   | _____<br>Zip Code |
| _____<br>Telephone Number                            | _____<br>FAX Number | _____<br>Email Address                                 |                   |
| _____<br>Consultant's Name                           |                     | _____<br>City RFP Name and Number                      |                   |

***Below State the Name of Insurance Company Providing Coverage:***

DO NOT write "Will Provide," "To Be Determined," "When required," or similar phrases.

|  |                                 |
|--|---------------------------------|
| _____<br>Commercial General Liability    | _____<br>Automobile Liability   |
| _____<br>Workers' Compensation Liability | _____<br>Professional Liability |

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[NOTE TO CONSULTANT: See Section X. TERMS AND CONDITIONS, Paragraph B. Indemnification and Insurance Requirements, for details on the basic requirements and types of insurance for this agreement.]

NOTE TO THE UNDERWRITER / AGENT-BROKER: If the insurance forms that the Consultant submits to the City of Lancaster do not fully comply with the Insurance Requirements, and/or if the Consultant fails to submit the forms within the 14-day time limit, the City of Lancaster may: (1) declare the Consultant's Proposal non-responsive, and (2) award the Contract to the next highest ranked Consultant.

If you have any questions about the Insurance Requirements, please contact Ms. Meg Treglia, City of Lancaster - Risk Management Department, at 6619) 723-6000 or via e-mail [mtreglia@cityoflancasterca.org](mailto:mtreglia@cityoflancasterca.org) (Please provide name of RFP with your email question(s)).

**ATTACHMENT K - Subconsultants**

| <b>Name of Agency/Individual</b> | <b>Contact Name/Address</b> | <b>Phone Number</b> | <b>Years of Experience</b> | <b>License/Certification</b> |
|----------------------------------|-----------------------------|---------------------|----------------------------|------------------------------|
|                                  |                             |                     |                            |                              |
|                                  |                             |                     |                            |                              |
|                                  |                             |                     |                            |                              |
|                                  |                             |                     |                            |                              |
|                                  |                             |                     |                            |                              |

**Printed Name of Representative:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

## ATTACHMENT L

### CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Consultant shall make all reasonable efforts to ensure that no City officer or employee, whose position in the City of Lancaster enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

During the term of this Contract Consultant shall not act a Consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the City of Lancaster. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the City of Lancaster in which the Consultant has a financial interest as defined in Government Code section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the City of Lancaster.

“Consultant” means an individual who, pursuant to a contract with a state or local agency:

- (A) Makes a governmental decision whether to:
1. Approve a rate, rule or regulation;
  2. Adopt or enforce a law;
  3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  4. Authorize the City of Lancaster to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
  5. Grant City approval to a contract that requires City approval and to which the City of Lancaster is a party, or to the specifications for such a contract;
  6. Grant City approval to a plan, design, report, study, or similar item;
  7. Adopt, or grant City approval of, policies, standards, or guidelines for the City of Lancaster, or for any subdivision thereof; or
- (B) Serves in a staff capacity with the City of Lancaster and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City of Lancaster that would otherwise be performed by an individual holding a position specified in the City of Lancaster’s Conflict of Interest Code.

DISCLOSURE DETERMINATION: [mark appropriate box below]

1. Consultant will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above (Attachment L). No disclosure required.
2. Consultant will be “making a government decision” or “serving in a staff capacity” as defined in either Section A or B above (Attachment L). As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.