

**REQUEST FOR QUALIFICATIONS
FOR
CITY OF SAN BERNARDINO
FOR
RFQual F-24-6001
DEVELOPMENT MANAGEMENT SERVICES**



**CITY OF SAN BERNARDINO
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CITY OF SAN BERNARDINO

NOTICE INVITING PROPOSALS, RFQQual F-24-6001 DEVELOPMENT MANAGEMENT SERVICES

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the City of San Bernardino ("City") electronically through the City's online bid management provider ("Planetbids") until **3:00 P.M., Thursday, October 17, 2024**. Proposals may **NOT** be submitted by fax, email, telephone, mail, hand delivery, or other means; any Proposals received through any means other than Planetbids will be returned to the Vendor unopened.

The City is requesting proposals to provide:

The developer's general responsibility hereunder as the City's development manager shall be to manage, arrange, supervise, and coordinate the planning and design of the Development Work, and to take such actions as the City may request within the scope of Developer's responsibilities.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed agreement including the identified scope of work. The City reserves the right to reject any or all proposals determined not to be in the best interest of the City.

All projects funded through the Community Development Block Grant (CDBG) program that involve construction, alteration, or repair work are subject to the requirements of the Davis-Bacon Act (40 U.S.C. § 3141 et seq.). The Davis-Bacon Act mandates that all laborers and mechanics employed by contractors and subcontractors working on federally funded projects must be paid wages not less than those established by the U.S. Department of Labor (DOL) for the specific type of construction work and locality.

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available at the City's **Community Development Dept** upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors. If the total compensation under the contract will exceed \$25,000 and pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations ("DIR"). No bid shall be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Interested proposers may download copies of the Request for Qualifications (“RFQual”) by visiting the City’s web site, <https://www.sbcity.org>. All addenda will be published on the City’s website.

For more information regarding the RFQual, please contact:

City of San Bernardino, Purchasing Division
purchasing@sbcity.org

**CITY OF SAN BERNARDINO
REQUEST FOR PROPOSALS**

DEVELOPMENT MANAGEMENT SERVICES

I. BACKGROUND AND INTRODUCTION

The City of San Bernardino ("City") is requesting proposals from qualified firms ("Proposers") for **DEVELOPMENT MANAGEMENT SERVICES** ("Services").

The City of San Bernardino is a full-service city and encompasses an area of 62.24 miles with the population of approximately 218,500. The city is located at the convergence of the I-10, SR-210 and I-215 highways. The southbound I-215 connects to SR-91 leading to Orange County, with northbound connecting to I-15, which passes through several states leading to the Canadian border. Centrally located in Southern California, San Bernardino has been at the center of the Southland goods movement since 1875, when the Southern Pacific and Santa Fe Railroads reached the city. Today, the city is home to the BNSF Intermodal Facility and San Bernardino International Airport.

To serve and promote the welfare of its residents, the City intends to procure the Services, as described below.

II. REQUEST FOR PROPOSALS

A. Scope of Services

The Services sought under this Request for Qualifications ("RFQual") are set forth in more detail in **Exhibit "A,"** attached hereto and incorporated herein by this reference. Notwithstanding the inclusion of such Services in **Exhibit "A,"** the final scope of Services negotiated between City and the successful Proposer shall be set forth in the Professional Services Agreement ("Agreement") executed by and between City and the successful Proposer. A copy of the Agreement is attached hereto as **Exhibit "B"** and incorporated herein by this reference.

1. Public Works Prevailing Wage and Contractor Registration (if applicable)

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available at the City's **Community Development Dept** upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of

contractors and subcontractors. If the total compensation under the contract will exceed \$25,000 and pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (“DIR”). No bid shall be accepted, nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the DIR to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. City Contact for this RFQual

The principal contact for the City regarding this RFQual will be **Michelle Parra, Buyer** for the **Purchasing Division**, **purchasing@sbcity.org**, or a designated representative, who will coordinate the assistance to be provided by the City to the Proposer.

C. Requests for Clarification

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing and directed to the City Contact for this RFQUAL, identified above.

All written questions, if answered, will be issued to all prospective proposers via e-mail notification from Planetbids. Oral statements regarding this RFQUAL by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be submitted to Planetbids **before 3:00 pm** local time on the date identified in the Proposal Schedule. Each Proposer is responsible for ensuring that it has received all addenda, clarifications, supplemental information and responses to questions prior to submitting a proposal.

D. Pre-Proposal Meeting – Encouraged but not Required

Each Proposer is requested to attend a pre-proposal meeting to be held on **September 27, 2024**, from **11:00 AM to 12:00 PM** virtually. Please see proposal schedule for further instructions. Failure to attend this meeting **will not** preclude a Proposer from submitting a proposal. Attendance at the pre-proposal meeting will ensure the Proposer understands the full scope of the services requested.

E. Content and Format of Proposal

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall include one (1) electronic proposal submitted to Planetbids. Proposals shall be organized, tabbed, and numbered in the order presented below. Proposals must include page numbers for all pages in the proposal.

Proposals shall be in the following order and shall include:

1. Executive Summary: Summarize the content of your proposal in a clear and concise manner.
2. Table of Contents
3. Identification of Proposer
 - a. Legal name and address of the company.
 - b. Legal form of company (partnership, corporation).
 - c. If company is a wholly owned subsidiary of a "parent company," identify the "parent company."
 - d. Name, title, address and telephone number of the proposed representative to contact concerning the Proposal Submittal.
 - e. California Business License Number
4. Staffing Resources
 - a. Firm Staffing and Key Personnel
 - (i) Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
 - (ii) Identify three (3) persons that shall be principally responsible for working with the City. Indicate the role and responsibility of each individual. If the Proposer is chosen as a finalist, these principal individuals must attend the interview and in-person presentation.
 - (iii) Describe proposed team organization, including identification and responsibilities of key personnel. Please include one-page resumes.
 - (iv) Provide brief biographies of individuals that shall be working directly with the City.
 - b. Subcontractors
 - (i) The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor(s) that is anticipated to perform each function, if known at this time.
5. Fiscal Stability:
 - a. The Proposer should provide evidence of corporate stability including:
 - (i) A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
 - (ii) A letter from a financial institution stating a current line of credit; and
 - (iii) Latest audited financial statement and/or annual report that has been certified by a CPA. This information will remain confidential and is not subject to public disclosure.

6. Experience and Technical Competence:

a. Experience

- (i) The Proposer shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFQUAL.
- (ii) Describe the past experience of the staff to be assigned to perform the Services in performing similar services.
- (iii) The Proposer shall state the number of years the firm has conducted business. Proposer must have at least four (4) years' experience in providing the required scope of Services for public clients.
- (iv) Provide three (3) references regarding the Proposer's experience and performance performing similar services. Include the following information: (1) Organization/City, contact name, phone number, e-mail address; and (2) project size and description, if applicable, and description of services.
- (v) Describe the Proposer's local experience and knowledge of City.

b. Project Specific Experience

- (i) The Proposer shall provide a description of the three most relevant service contracts held within the last five years, one page per project, to include:
 - (a) Role of the firm
 - (b) Dollar value of the services
 - (c) Dollar value of the fee
 - (d) Description of services
 - (e) Staffing
 - (f) Duration of providing services
 - (g) Relationship to client
 - (h) Contact name, position, entity name, telephone number, fax number and e-mail address for each project.
- (ii) If any of the following has occurred, please describe in detail:
 - (a) Failure to enter into a contract or professional services agreement once selected.
 - (b) Withdrawal of a proposal as a result of an error.
 - (c) Termination or failure to complete a contract.
 - (d) Debarment by any municipal, county, state, federal or local agency.
 - (e) Involvement in litigation, arbitration or mediation. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal

rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance. Knowing concealment of any deficiency in the performance of a prior contract.

(f) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.

(g) Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may, at the sole discretion of the City, be deemed to indicate an unsatisfactory record of performance.

c. Technical Competence

(i) Description of in-house resources (i.e., computer capabilities, software applications, modem protocol, modeling programs, etc.)

(ii) Ability to draw upon multi-disciplinary staff to address the Services requested in this RFQUAL.

7. Proposed Method to Accomplish the Work: Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, goals of the City, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described in **Exhibit "A,"** the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.
8. Fee Proposal: Please provide a fee proposal for the scope of Services. The fee proposal shall include hourly rates for all personnel for "Additional Work" (as such term is defined in the proposed Agreement attached hereto as **Exhibit "B"**).
9. Insurance: See the Agreement, attached hereto as **Exhibit "B,"** for a description of the insurance requirements.
10. Litigation: Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years.
11. Other Information: This section shall contain all other pertinent information regarding the following:
 - a. Demonstration of record of staffing tasks efficiently and completing projects on time and within the allocated budget.
 - b. Description of community involvement.

- c. Description of any previous involvement with the City.
- d. A statement that the Proposer has not conflicts of interest in connection with providing the Services.

12. Certification of Proposal: This section shall state:

“The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFQUAL), and to be bound by the terms and conditions of the RFQUAL.”

13. Appendices

F. No Deviations from the RFQUAL

In submitting a proposal in response to this RFQUAL, Proposer is certifying that it takes no exceptions to this RFQUAL including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

G. Selection Process

1. The City will evaluate proposals based on the following criteria:
 - a. The Proposer is properly licensed to practice in the State of California.
 - b. The Proposer has no conflict of interest with regard to any other work performed by the firm for the City.
 - c. Clarity and conformance of proposal to the RFQUAL.
 - d. Content of the proposal.
 - e. Proposer’s experience and performance.
 - f. Team members’ experience and performance.
 - g. Fee proposal.
 - h. Comments by references.
 - i. Exceptions/Deviations to RFQUAL/Agreement Template (Pass/Fail)
 - j. History of Litigation (Pass/Fail)
2. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.
3. It is the City’s intent to select a Proposer best evidencing demonstrated competence and professional qualification to perform the Services. The City reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful Proposer will be selected on the basis of information provided in the RFQUAL, in-person presentations, and the results of the

City's research and investigation. Upon selection of a Proposer, the City will endeavor to negotiate a mutually agreeable Agreement with the selected Proposer. In the event that the City is unable to reach agreement, the City will proceed, at its sole discretion, to negotiate with the next Proposer selected by the City. The City reserves the right to contract for services in the manner that most benefits the City including awarding more than one contract if desired.

4. After negotiating a proposed Agreement that is fair and reasonable, City staff will make the final recommendation to the City Council concerning the proposed Agreement. The City Council has the final authority to approve or reject the Agreement.

H. Protests

1. Protest Contents: Protests based on the content of the RFQUAL shall be submitted to the City no later than ten (10) calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal submittal deadline may be extended pending a resolution of the protest. Proposer may protest a contract award if the Proposer believes that the award was inconsistent with City policy or this RFQUAL is not in compliance with law. A protest must be filed in writing with the City (email is not acceptable) within five (5) business days after receipt of notification of the contract award. Any protest submitted after 5 p.m. of the fifth business day after notification of the contract award will be rejected by the City as invalid and the Proposer's failure to timely file a protest shall waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.
2. City Review: The City will review and evaluate the basis of the protest, provided that the protest is filed in strict conformity with the foregoing. The City shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

I. Proposal Schedule

The tentative schedule is as follows:

ACTION	DATE
Release of Request for Proposal	September 19, 2024
Last Day to Submit Questions for Clarification received by the City before 3:00 pm	September 24, 2024
Clarifications Issued by City by the end of the day	September 26, 2024
Pre-Proposal Meeting Location: Virtual Meeting. Please confirm on or before September 24, 2024 , to the purchasing@sbccity.org email. The Microsoft Teams link will be sent to you by the end of the day September 25, 2024 .	September 27, 2024
Deadline for Receipt of Proposals submitted before 3:00 PM	October 17, 2024
Evaluations of Proposals Completed	October 21, 2024
Interview of Finalist(s)	October 23-24, 2024
Vendor Selection	October 25, 2024
City Council Approval	November 2024
Vendor Award (Agreement through DocuSign)	December 2024
Purchase Order Issue	December 2024

The above scheduled dates are tentative, and City retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind City to award a contract for the above-described professional Services and City retains the sole discretion to cancel or modify any part of or all of this RFQUAL at any time.

J. Submittal Requirements

1. General: It is strongly recommended that the Proposer submit proposals in the format identified in this RFQUAL to allow the City to fully evaluate and compare the proposal. All requirements and questions in the RFQUAL should be addressed and all requested data shall be supplied. The City reserves the right to request additional information which, in the City's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the Agreement.

2. Preparation: Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQUAL. Responses should emphasize the Proposer's demonstrated capability to perform the Services. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.
3. Site Examination: Proposers may visit the City and its physical facilities to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.
4. Authorization: The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.
5. Confidentiality of Proposal: Pursuant to Michaelis, Montanari, & Johnson v. Superior Court (2006) 38 Cal.4th 1065, proposals submitted in response to this RFQUAL shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either City and the successful Proposer have completed negotiations and entered into an Agreement or City has rejected all proposals. All correspondence with the City including responses to this RFQUAL shall become the exclusive property of the City and shall become public records under the California Public Records Act. Furthermore, the City shall have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), the City will provide Proposers who submitted

the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this procurement.

6. Submittal Instructions: Electronic PDF file format via Planetbids. Please allow time for system to process your proposal. The proposal must be received before 3:00 pm local time, on or before **October 17, 2024**. The City shall not be responsible for proposals that are not received on time. The City will not be responsible for and will not accept late bids due to slow internet connections, or incomplete transmissions.

K. General Conditions

1. Federal Requirements: If the Services are funded through a federal funding source, the successful Proposer and its subcontractors shall be required to take cognizance of and comply with all requirements set forth in the Federal Requirements, attached hereto as **Exhibit "C,"** and incorporated herein by this reference.
2. Amendments to RFQUAL: The City reserves the right to amend the RFQUAL and issue to all Proposers an addendum.
3. Amendments to Proposals: Unless specifically requested by the City, no amendment, addendum or modification shall be accepted after a proposal has been submitted to City. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.
4. Non-Responsive Proposals: A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.
5. Costs for Preparing: The City shall not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the City. The City will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.
6. Cancellation of RFQUAL: City reserves the right to cancel this RFQUAL at any time prior to contract award without obligation in any manner for

proposal preparation, interview, fee negotiation or other marketing costs associated with this RFQUAL.

7. Price Validity: Prices provided by Proposers in response to this RFQUAL are valid for **120** days from the proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.
8. No Commitment to Award: Issuance of this RFQUAL and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFQUAL, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFQUAL.
9. Right to Negotiate and/or Reject Proposals: City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax-paying public. The Proposers are encouraged to submit their best prices in their proposals, and City intends to negotiate only with the Proposer(s) whose proposal most closely meets City's requirements at the lowest estimated cost. The Agreement, if any is awarded, shall go to the Proposer whose proposal best meets City's requirements.
10. Non-Discrimination: The City does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

Publication Date of RFQUAL: **September 19, 2024**

EXHIBIT A

PROPOSED SCOPE OF SERVICES

The City of San Bernardino is concurrently inviting proposals for the SB HOPE Campus Project from a qualified Modular company for the development of an interim housing facility/homeless shelter, known as the "Campus," situated on a City-owned 2.5-acre parcel (Assessor's Parcel Number 027-819-130) at 796 E. 6th Street. The Modular company would only be designing the Project and manufacturing and delivering the modular buildings. The Modular company will not conduct any site work.

The City is concurrently prequalifying general contractors to then invite to respond to a Notice Inviting Bids, in order to do the site work of installing the modular manufactured buildings in addition to the other required site work such as but not limited to all utilities work.

Project completion must be achieved no later than November 2025.

The Project Site is bounded by Palm Field Park to the west and north, community gardens to the north, a youth social service organization to the east, and a vacant field and solar panel array across 6th Street to the south. A regional location map and Project vicinity map are provided respectively as Figure 1 and Figure 2. As shown in the Existing Site Plan the School of Hope campus consists of five buildings: an art studio and workshop building (Building 1), an administration building (Building 2), a classroom building (Building 3), and two storage buildings (Building 4 and Building 5) and a metal roof canopy, impervious surfaces throughout the campus, and pervious surfaces within the western, northern, central, and southern portions of the campus. There is an additional canopy, immediately south of the storage building (Building 5).

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The Proposed Project involves demolishing all existing structures and developing a homeless navigation facility to provide low-barrier, congregate, and non-congregate interim housing and supportive services for homeless individuals and households at risk of becoming homeless. The Modular manufacturer will provide in-house or subcontract with an Architect to coordinate with Civil, MEP, and structural consultants to deliver the full project CD Package for submission to both the city and State for review and approval to develop SB Hope Navigation Center.

The designated site currently encompasses three buildings, formerly utilized as the School of Hope. The Campus is expected to accommodate 180 congregate enclosed sleeping spaces, 20 private sleeping pods with attached restrooms. Essential amenities include shower and restroom to accommodate the 180 congregant spaces, cafeteria with a commercial kitchen, administrative offices, laundry facilities, parking lot, trash enclosure, bike storage, unit lockers and an animal kennel with related amenities. Compliance with the Americans with Disabilities Act (ADA) and all applicable Federal, State, County, and City laws, standards, and requirements is mandatory.

The Proposed Project would involve accommodating the following:

- Congregant, 180 walled with pocket/ barn door private sleeping spaces, including beds with storage spaces underneath the beds. Sixteen of these sleeping spaces should be Americans with Disabilities Act (ADA) accessible, ensuring accessibility for future residents with disabilities. Ensure all private sleeping areas meet fire code standards.

- 20 non-congregant/ independent sleeping pods with an attached restroom (can be located separate area on the site if needed).
- Community restroom and showers (Male, Female, Independent Gender Neutral or Family Restrooms with toilets and showers) to accommodate a total of 180 individuals throughout the day.
- *Navigation Campus Operator & Recuperative Care Area* (separate from City HUB) that includes 12 work stations for drop-in work, 4- single management offices, 1 in-take office by the front door (include secondary egress), two recuperative care medical office spaces with sink and reception area with panel/acrylic guard
- 3 Private Staff Restrooms (All gender)
- *City HUB/ Substation*: Separate entrance and apart from operator office spaces, the City HUB should have two offices and a communal working space to accommodate 8-10 drop-in workstations.
- Laundry Facility to accommodate 6 Speed Queen Washer and Dryers- All front loading.
- Covered Solar Parking to meet parking requirement and EV charger. Parking lot circulation should consider ADA and Access van.
- 10 Covered dog kennels and small dog run to including access to water, fans and heaters.
- Included in design is a hotbox located in the exterior to mitigate bed bugs or other pests.
- Meets call fire code and fire sprinklers for sleeping area, community space, and commercial kitchen. Include heating, ventilation, and air conditioning (HVAC) systems.
- The Proposed Project would also include a cafeteria with a fully equipped commercial kitchen (including grease interceptor and the design standard for approval by the San Bernardino Department of Public Health for approval) able to serve 200 residents per meal. The cafeteria would also serve as an assembly area and would include moveable dividers to divide the cafeteria into four smaller areas for activities.
- Design must include perimeter fencing, secure parking for staff and gates. Perimeter fencing should include parking lot lighting and low-voltage wiring for cameras throughout the site.
- The Project would also include Wi-Fi access, outdoor furniture, way-finding signage, landscaping, a waste enclosure (for trash, recycling, and organic waste), outdoor heating rooms for pest/ bed bugs remediation and a bicycle storage area.

The project funding sources include Community Development Block Grants (CDBG), the American Rescue Plan Act (ARPA), Home-ARP, and General funds. Concurrent with this RFQUAL for a Development Manager, the City intends to contract with a General Contractor that is experienced with and adheres strictly to state and federal funding guidelines and requirements.

The consulting Developer should highlight all modular construction projects, total costs, schedules, and experience with prevailing wage and Davis-Bacon compliance which aligns with the funding sources. The consulting Developer will be evaluated based on overall value and adherence to RFQUAL requirements including maintaining timelines. Construction of the SB Hope Campus Project is a top priority of the City of San Bernardino.

Construction of the campus must be completed by November 2025. Any extenuating circumstances and extensions must be communicated in writing for approval by the City Manager and City Attorney.

The City is seeking a highly qualified fee for service Developer (referred to herein as "Developer") experienced with modular manufactured buildings and the high level of

coordination with among the City's funding requirements, modular manufacturer and general contractor. Provide examples of measures to expedite the completion of the project.

Ground-breaking is anticipated to start in December 2024 and completed by November 2025. Developer must be able to start work immediately upon selection, in order to set all timelines and budgets on behalf of the City.

Submittals shall be limited to 20 pages and all related attachments via the City's Planetbids portal on the following link:

<https://pbsystem.planetbids.com/portal/39495/bo/bo-search>

1. Methodology

The City will select a Developer with modular experience to build the SB Hope Navigation Campus. Selection will be made based on the company's experience, qualification, proposal that meet required criteria and positive reference checks. The Contractor must be experienced with state and federally funded construction projects including, prevailing wage and Davis-Bacon compliance requirements, compliance requirements for each of the funding sources for this project which are described herein, and documentation required for meeting draw requests. The Contractor must be willing to commit to a not-to-exceed price of \$902,000 for eleven (11) months, which will consist of \$82,000 per month.

2. Insurance Requirements

Provide copy of current insurance coverage issued by Consultant's Insurance carrier that meets minimum City requirements:

Each firm awarded a contract will be required to maintain, in full force and effect and at their own expense, insurance policies with companies certified with the California Insurance Commission. Please include the name of your insurance providers in your response. The following minimum insurance is required in order for your firm/joint venture group to qualify for participation in these projects. See the Agreement, attached hereto as **Exhibit "B,"** for a description of the insurance requirements.



N
Not to scale
Source: Google Earth 2024.

HUD NEPA Environmental Assessment
City of San Bernardino – HOPE Campus Project
Regional Location

Figure 1



N
Not to scale
Source: Google Earth 2024.

HUD NEPA Environmental Assessment
City of San Bernardino – HOPE Campus Project
Project Vicinity Map

Figure 2

******All existing structures depicted above are to be demolished.**

NOTE: Separate from this process, a Modular Company with an in-house or subcontracted architect shall coordinate with Civil, MEP, and structural consultants to deliver full project CD Package for submission to both City and State for review and approval, after approval of which the City's selected general contractor will construct the project with the supervision of a Development Manager.

Relationship. With respect to The City, Developer shall always be an independent contractor. No provision of this relationship shall be construed to constitute Developer or any of its officers or employees as an employee or employees of the City, nor shall any provision be construed as creating a partnership or joint venture between Developer and the City. Developer shall have no right or authority, express or implied, to commit or otherwise obligate the City in any manner whatsoever, except as expressly provided herein, and Developer agrees that it shall not hold itself as having authority to act on behalf of the City in any manner, except as expressly provided herein.

RESPONSIBILITIES OF DEVELOPER

General Responsibility. Developer's general responsibility hereunder as the City's development manager would be to manage, arrange, supervise, and coordinate the planning and design of the Development Work, and to take such actions as the City may request within the scope of Developer's responsibilities.

Development Services. In discharging its general responsibility hereunder with respect to the Development Work, Developer would perform and discharge the following responsibilities:

- (a) Overseeing the preliminary design and working drawings, specifications, and site plans, and coordinating changes as necessary as to such designs, drawings, specifications, and site plans;
- (b) Initiating and monitoring the preparation of site plans showing the location of roads, utilities, buildings, parking areas and other improvements to be constructed in connection with the Project.
- (c) Recommending to the City specialists and consultants (including architect(s)) for the Development Work as necessary (collectively, the "Specialists and Consultants"), and coordinating selection of such Specialists and Consultants;
- (d) Working with Specialists and Consultants to enhance compatibility of architectural drawings with other elements of the Project such as interior design;
- (e) Preparing a description of standard interior finishes for the interior of the Project, together with a proposed budget for the installation of such finishes;
- (f) Obtaining cost estimates from Specialists and Consultants and/or contractors and preparing a development budget for the construction phase in light of design development;
- (g) Coordinating the finalization and approval by the City of final drawings and specifications, including landscaping plans, mechanical and electrical drawings, architectural appearance, and interior design schemes for common areas;

- (h) Obtaining, on behalf of the City, all master use, demolition, grading and shoring, building, development, and other permits and governmental approvals necessary to commence construction of the Project;
- (i) Finalizing Plans and Specifications for the Development Work;
- (j) Preparing and submitting to the City for the City 's approval supplements and refinements to the Plans and Specifications and development schedule;
- (k) Advising the City with respect to (1) material meetings with all governmental authorities who have jurisdiction over permits and entitlements for the Development Work and (2) the contest by the City of any law, regulation, or rule which the City deems to adversely affect the City 's ability to obtain appropriate permits and entitlements for the Development Work;
- (l) Coordinating and managing the performance of any Specialists and Consultants under their respective contracts with the City;
- (m) Coordinating required tests and inspections;
- (n) Sending to the City copies of all material notices received by Developer from the Specialists and Consultants and/or governmental authorities.
- (o) Assisting the City in obtaining construction financing with respect to the Development Work by the City; and
- (p) Causing complete and accurate files, books of account and other records of the development costs and the Development Work incurred by the City to be prepared and maintained in accordance with the accounting method adopted by the City.

Employees. Developer shall be responsible out of Developer's own funds for all costs and expenses related to the employment of its employees and personnel. All persons, other than independent contractors, employed by Developer in the performance of its responsibilities hereunder shall be exclusively controlled by and shall be the employees of Developer and not of the City, and the City shall have no liability, responsibility, or authority with respect thereto.

Information. Developer agrees to keep the City informed on a regular basis of the progress of the pre-development and design of any work to be accomplished in connection with this project, including (a) all meetings to be held with governmental officials, (b) all meetings of the Development Work design team, and (c) any defaults, or potential defaults of any material nature under this project or any of the agreements entered into in connection with the Development Work (including, without limitation, contracts with the Specialists and Consultants).

Implementation of Development Budget. Developer is hereby authorized and directed to create the Development Budget consistent with the performance of Developer's duties discussed in this Scope of Services for the City's approval. Developer may, subject to the terms of a future scope, make expenditures and incur any obligations provided for in the Development Budget and the Development Plan, each as approved in writing by the City. All expenses shall be charged to the proper Budget Category in the Development Budget. No expenses may be classified or reclassified without the City 's prior written approval.

Notices of Application of Certain Budgeted Amounts. Developer shall advise the City in writing promptly if it appears that the total costs in any Budget Category specified in the Development Budget will exceed the amount budgeted therefor.

AUTHORITY OF DEVELOPER

Developer shall carry out and discharge the responsibilities and obligations of Developer under this project; provided, however, that Developer shall have no right or authority, express or implied, to commit or otherwise obligate the City in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by the City.

MONTHLY REPORTING AND PAYMENT OF DEVELOPMENT COSTS

Monthly Reports. The following will comprise the monthly reporting ("Monthly Reports") to be provided by Developer to the City:

- (a) By the twentieth (20th) day of every other month during the Development Period, Developer shall update and submit to the City for its review and approval the Project proforma;
- (b) By the twentieth (20th) day of every other month, Developer shall provide the City with a report that summarizes the progress of the Development Work, and shall include, without limitation, (i) a brief narrative summary update of entitlement, design, bidding, construction and schedule activities and issues, (ii) a current development schedule updated to reflect the most recent information related to the status of the Development Work and (iii) information with respect to the status of construction, including any contractor defaults, work delays, major issues or other problems encountered in connection with the design and construction of the Development Work; and
- (c) Draw Requests that shall include: (i) a development cost summary report and cost detail report in form reasonably specified by the City and shown on a line item basis, indicating all actual costs incurred to date, (ii) a description of any major changes in the forecast of development costs from the prior month, (iii) a list of all invoices and amounts to be paid under the current Draw Request, (iv) copies of all other invoices approved by Developer and to be paid under the current Draw Request as prepared and submitted by Specialists and Consultants, (v) conditional or final lien waivers for all contracts which the Construction Lender requires.

Payment of Development Costs. All costs and expenses incurred in connection with the performance of the Development Work shall be the responsibility of the City to be paid in accordance with the terms that will be a flat monthly rate, not to exceed 12-months. Developer shall have no obligation to advance any funds for the benefit of the City, except the obligation to pay its own employees and contractors.

CITY FUNDS

Separate Accounts. It is contemplated that the City will make disbursements of funds with respect to the development and construction of the Development Work directly to an account of the City over which Developer has signature authority for further disbursement to the contractors, the specialists and consultants, suppliers, lenders, and other creditors. Such disbursements shall be in the amount set forth in the monthly Draw Request approved by the City. Such account or accounts shall be subject to withdrawal only upon the signature or signatures of individuals approved by the City. Following an Event of Default and during the

continuance thereof, the PCity shall have the right at any time to terminate Developer's authority with respect to such account(s). Such account or accounts shall be maintained by the City at one or more financial institutions as may be selected by the City. All such funds shall be and shall remain the property of the City and shall be disbursed by Developer in payment of the obligations of the City incurred in connection with the performance of the Development Work as set forth in the Draw Requests, and any requirements of Construction Lender, shall be disbursed to the City at the City's request. Developer shall not commingle the City's funds with the funds of any other person and shall disburse the City's funds only in accordance with Draw Requests approved by the City as set forth above.

Draw Requests. Developer shall prepare for the City's approval all Draw Requests to submit to Construction Lender. Developer shall not be required to advance any of its own funds to construct the Project should Construction Lender or the City fail to provide funds required by the Development Budget.

ACCOUNTING AND RECORDS

Books of Account. Developer shall maintain or cause to be maintained proper and complete records and books of account which shall fully and accurately reflect the planning, design, construction, and completion of the Development Work. All entries to such books of account shall be supported by sufficient documentation to permit the City and any of their respective auditors to ascertain that said entries are properly and accurately recorded. Upon request by the City, copies of all such accounts and records, including all correspondence, shall be delivered to the City without charge therefor. Records and accounts shall be maintained on a basis sufficient to permit the preparation therefrom of financial statements in accordance with the accounting method adopted by the City and shall be adequate to provide the City and its respective representatives with all financial information as may reasonably be needed by any of the foregoing.

Examination of Books and Records. The City and its respective agents and representatives, at the City's expense, shall have the right at all reasonable times during normal business hours to audit, examine and make copies of or extracts from the books of account and records maintained by Developer with respect to the Development Work.

Exhibit B

Please note.

The following “Exhibit B’ is sample of the City’s Professional Services Agreement which to be signed by Awardee. Please note, there are references to “Exhibit A” and “Exhibit B”, however they are solely referencing the Professional Services Agreement and clearly identified as with the watermark “Sample”.

EXHIBIT B
CITY OF SAN BERNARDINO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SAN BERNARDINO
AND [*INSERT NAME***]**

This Agreement is made and entered into as of [***INSERT MONTH***] [***INSERT DATE***], 2024 by and between the City of San Bernardino, a charter city and municipal corporation organized and operating under the laws of the State of California with its principal place of business at Vanir Tower, 290 North D Street, San Bernardino, CA 92401 ("City"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY AND STATE - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). City and Consultant are hereinafter sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

[***INSERT DESCRIPTION***] (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Services. Consultant shall provide the City with the services described in the Scope of Services attached hereto as **Exhibit "A."**

3. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel identified in their proposal. Consultant warrants that Consultant is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant further represents that no City employee will provide any services under this Agreement.

4. Compensation.

a. Subject to paragraph 4(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in **Exhibit "A."** *****Alternatively, the compensation schedule may be described here*****

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$902,000**. This amount is to cover all related costs, and the City will not pay any additional fees for printing expenses. Consultant may submit invoices to City for approval. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. The invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

5. Additional Work. If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

a. Adjustments. No retroactive price adjustments will be considered. Additionally, no price increases will be permitted during the first year of this Agreement, unless agreed to by City and Consultant in writing. *****Additionally, the City may include a CPI price adjustment, delete the following language if such adjustment will not be used***** Annual increases shall not exceed the percentage change in the Consumer Price Index- All urban consumers, All Items - (Series ID# CUURS49CSA0) Riverside-San Bernardino – Ontario, CA areas for the twelve (12) month period January through January immediately preceding the adjustments and be subject to City's sole discretion and approved (if needed) for budget funding by the City Council.

6. Term. This Agreement shall commence on the Effective Date and continue through the completion of services as set forth in **Exhibit "A,"** unless the Agreement is previously terminated as provided for herein ("Term"). *****Alternatively, the term can be spelled out in this section without reference to the Exhibit*****

7. Maintenance of Records; Audits.

a. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

b. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

8. Time of Performance. Consultant shall perform its services in a prompt and timely

manner and shall commence performance upon receipt of written notice from the City to proceed. Consultant shall complete the services required hereunder within Term.

9. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

b. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

c. Notwithstanding the foregoing, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

10. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

11. Standard of Care. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Consultant's performance shall conform in all material respects to the requirements of the Scope of Work and meet the Key Performance Indicators, attached hereto as Exhibit "B", and incorporated herein by this reference. *****IF NO PERFORMANCE INDICATORS WILL BE USED DELETE THE ABOVE LANGUAGE AND ACCOMPANYING EXHIBIT B***]**

12. Conflicts of Interest. During the term of this Agreement, Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the City and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the City.

13. City Business Certificate. Consultant shall, prior to execution of this Agreement, obtain and maintain during the term of this Agreement a valid business registration certificate from the City pursuant to Title 5 of the City's Municipal Code and any and all other licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required of Consultant to practice his/her profession, skill, or business.

14. Assignment and Subconsultant. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

15. Independent Consultant. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided. Any personnel performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

16. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Additional Insured

The City of San Bernardino, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

Insurance Services Office Commercial General Liability coverage
(Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its elected and appointed officials, officers, employees, agents, and City-designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

c. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its elected and appointed officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

d. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

e. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

f. Privacy/Network Security (Cyber)

At all times during the performance of the work under this Agreement, the Consultant shall maintain privacy/network security insurance for: (1) privacy breaches, (2) system breaches, (3) denial or loss of service, and the (4) introduction, implantation or spread of malicious software code, in a form and with insurance companies acceptable to the City.

g. Aviation and/or Drone Liability *****INSERT "NOT APPLICABLE" IF NOT REQUIRED*****

At all times during the performance of the work under this Agreement, the Consultant shall maintain Aviation and/or Drone Liability insurance for bodily injury and property damage, in a form and with insurance companies acceptable to the City.

h. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)
Cyber Liability	\$1,000,000 per occurrence and aggregate

Aviation and/or Drone Liability \$1,000,000 per occurrence limit *****INSERT NOT APPLICABLE IF NOT REQUIRED*****

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

i. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

j. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

k. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

l. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

m. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

17. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its elected and appointed officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project, or this Agreement, including without limitation the payment of all damages, expert witness fees, attorneys' fees and other related costs and expenses. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, its employees, or authorized volunteers. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant in the performance of the services or this Agreement, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability

for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

18. California Labor Code Requirements. Consultant 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. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, 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 the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

[*IF CITY IS AWARE THAT THE CONSULTANT WILL PERFORM WORK SUBJECT TO PREVAILING WAGE LAW, PLEASE CONTACT LEGAL COUNSEL TO OBTAIN GUIDANCE REGARDING REVISING THE FOLLOWING PROVISION***]** If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

19. Verification of Employment Eligibility. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

20. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

21. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days' written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the

work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

22. Attorneys' Fees. In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of the City Attorney's Office in enforcing this Agreement on behalf of the City shall be considered as "attorneys' fees" for the purposes of this Agreement.

23. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant's professional services occurs, Consultant shall, at no cost to City, provide all other services necessary to rectify and correct the matter to the sole satisfaction of the City and to participate in any meeting required with regard to the correction.

24. Prohibited Employment. Consultant shall not employ any current employee of City to perform the work under this Agreement while this Agreement is in effect.

25. Costs. Each Party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

26. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

27. Organization. Consultant shall assign *****INSERT NAME***** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

28. Limitation of Agreement. This Agreement is limited to and includes only the work included in the Project described above.

29. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

CITY:

City of San Bernardino
Vanir Tower, 290 North D Street
San Bernardino, CA 92401

Attn: *****INSERT DEPARTMENT HEAD
TITLE OR "City Manager"***]**

CONSULTANT:

*****INSERT NAME, ADDRESS & CONTACT
PERSON***]**

With Copy To:

City of San Bernardino
Vanir Tower, 290 North D Street
San Bernardino, CA 92401
Attn: City Attorney

30. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

31. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

32. Entire Agreement. This Agreement, including **Exhibit "A,"** represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

33. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

34. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or

otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

35. Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

36. Time of Essence. Time is of the essence for each and every provision of this Agreement.

37. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

38. Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

39. City's Right to Employ Other Consultants. City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

40. Prohibited Interests. Consultant maintains and warrants that it has neither employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

41. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

42. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

43. Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

44. *****DELETE SECTION IF THESE PENALTIES WILL NOT BE USED*****

Disciplinary Actions in Phases for Non-Performance. Failure for Consultant to perform its obligations under this Agreement or comply with the Performance Indicators may result in disciplinary action as follows:

(i) Informal Warning (Written or Verbal). Consultant is given a warning in regards to non-performance. If a verbal warning is issued, it will be confirmed with an electronic correspondence to the Consultant.

(ii) Formal Written Warning. A formal written warning is issued to Consultant pursuant to Section 29 of this Agreement. Consultant must respond within 5 to 10 days of receipt of the formal warning. Upon response from the Consultant, Consultant shall be provided a reasonable time to make corrections to their performance. This time period

(iii) Formal Penalty Issued. A penalty of 15% of the Consultant's current invoice amount or annual contract amount is deducted for non-performance after previous warnings have been issued.

(iv) Termination of Contract. If the performance has not been corrected after all warnings and previous penalties have been exhausted, City may terminate the contract pursuant to Section 21 of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SAN BERNARDINO
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SAN BERNARDINO
APPROVED BY:

Rochelle Clayton
Acting City Manager

ATTESTED BY:

Genoveva Rocha, CMC
City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

CONSULTANT

Signature

Name

Title

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

[* ATTACH OR INSERT: Scope of Services / Schedule of Charges and Payments /
Activity Schedule***]**

SAMPLE

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT B

KEY PERFORMANCE INDICATORS OR PERFORMANCE REQUIREMENTS

1. Performance Expectations

- A Performance Measurement Plan (“Performance Plan”) will be developed by the City *****INSERT DEPARTMENT*****, and will be reviewed on a quarterly basis.
- Consultant will track and document all performance measures identified in the Performance Plan. Measures will include, but not limited to the measures listed below:
- Consultant will develop and distribute, electronically, a monthly summary report showing the current status and 12 month trend of each performance measure
- Consultant will attend quarterly meetings scheduled by the City *****INSERT DEPARTMENT***** and present and discuss performance measures
- Consultant will track all cost savings for all orders requested by Waste Resources and will report their total Cost Savings on a quarterly basis

2. Performance Measures

1. Safety:
 - a. Definition: the condition of being protected from or unlikely to cause danger, risk, or injury
 - b. Safety Measures is related to PW projects when a contractor is conducting work on a county facility and/or delivery materials and services to a county facility
2. Quality:
 - a. Definition: the standard of something as measured against other things of a similar kind; the degree of excellence of something.
 - b. Quality Measure is related to final result of a product or service. Ex. was the monitor installed correctly, crooked, upside down? Were monthly/annual inspections done correctly/on time, were they incomplete.
3. Cost Savings:
 - a. Definition: a reduction in expenses, especially in business
 - b. Cost Savings Measure is related savings that a vendor makes and passes on to the County.
4. On-Time Delivery:
 - a. Definition: On Time Delivery or OTD refers to a key performance indicator measuring the rate of finished product and deliveries made in time. This rate is expressed in a total number of units delivered within a set period defined by the customer and the supplier.
 - b. On-Time Delivery measure is related to service contracts, were the samples delivered on time to the lab. This can also refer to pick-up services such as with environmental contracts that deal with hazardous samples

Exhibit C
Funding Sources

Source	Type	Status	Expenditure Deadline
CDBG	Federal	Committed	4/1/2025
ARPA	Federal	Committed	12/31/2026
HOME ARP	Federal	Committed	9/1/2030
HHAP 3	State	Committed	6/30/2026
San Bernardino County	TBD	Pledged	TBD
Hospital/HMO Funding	Private Donation	Pledged	TBD

EXHIBIT D

The forms that require signature and acknowledgement do NOT count toward total page count, however must be included or submission is disqualified or considered tentative.

ATTACHMENT 2
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2200-2208)

Prior to bidding on, submitting a proposal, or executing a contract or renewal for a public entity contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination, and three-year ineligibility to bid on contracts. (Pub. Cont. Code § 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

ATTACHMENT 3

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 provides in relevant part:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Contracted Entity:

By: _____

Name: _____

Its: _____

In accordance with article 5 (commencing at Section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with City prior to performing any work under the Contract.

ATTACHMENT 4

NON-COLLUSION DECLARATION

TO BE EXECUTED BY MODULAR COMPANY AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal. The respondent has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or to refrain from responding. The respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent. All statements contained in the proposal are true. The respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signed: _____

Print Name: _____

ATTACHMENT 5

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

- (1) Bidder shall maintain a current DIR registration for the duration of the project.
- (2) Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

EXHIBIT "D"
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including, but not limited to, the federal contract provisions in this Exhibit "D".

REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Contract Documents include remedies for breach and termination for cause and convenience.

Appendix II to Part 200 (C) – Equal Employment Opportunity: If this Agreement meets the definition of a "federal assisted construction contract" in 41 CFR § 60-1.3, Consultant agrees as follows during the performance of this Agreement:

The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Consultant and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the

administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee) for this project; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by CSLFRF.

Appendix II to Part 200 (D) – Copeland “Anti-Kickback” Act: Not applicable to this Agreement since it is funded by CSLFRF.

Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

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

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Consultant, such sums as may be determined to be

necessary to satisfy any liabilities of Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:
If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Consultant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Consultant must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency..

Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act:

Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

Appendix II to Part 200 (H) – Debarment and Suspension:

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,

subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this Agreement are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this Agreement.

Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system

funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

Consultant shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

Affirmative steps shall include:

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

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

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

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

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

Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.

COMPLIANCE WITH U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

Maintenance of and Access to Records. Consultant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Consultant agrees to provide the City, Treasury Office of Inspector General and the Government Accountability Office, or any of their authorized representatives access to any books, documents, papers, and records (electronic and otherwise) of the Consultant which are directly pertinent to this Agreement for the purposes of conducting audits or other investigations. Records shall be maintained by Consultant for a period of five (5) years after completion of the Project.

Compliance with Federal Regulations. Consultant agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Consultant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including, without limitation, the following:

Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

New Restrictions on Lobbying, 31 C.F.R. Part 21.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

Compliance with Federal Statutes and Regulations Prohibiting Discrimination. Consultant agrees to comply with statutes and regulations prohibiting discrimination applicable to the CSLFRF program including, without limitation, the following:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

False Statements. Consultant understands that making false statements or claims in connection with the CSLFRF program is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

A member of Congress or a representative of a committee of Congress;

An Inspector General;

The Government Accountability Office;

A Treasury employee responsible for contract or grant oversight or management;

An authorized official of the Department of Justice or other law enforcement agency;

A court or grand jury; or

A management official or other employee of Consultant, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles, and encourage its subcontractors to do the same

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Consultant should establish workplace safety policies to decrease accidents caused by distracted drivers.

Assurances of Compliance with Civil Rights Requirements. The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to the Project, including, but not limited to, the following:

Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, are limited in their English proficiency. Consultant understands that the denial of access to persons to its programs, services and activities because of their limited proficiency in English is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964. Accordingly, Consultant shall initiate reasonable steps, or comply with Treasury's directives, to ensure meaningful access to its programs, services and activities to LEP persons. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary to ensure effective communication in the Project.

Consultant agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Consultant acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees and assignees for the period in which such assistance is provided.

Consultant agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Consultant and the Consultant's subcontractors, successors, transferees and assignees:

The subcontractor, successor, transferee and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also extends protection to persons with "Limited English proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement).

Consultant understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Consultant, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Consultant for the period during which it retains ownership or possession of the property.

Consultant shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Consultant shall comply with information requests, on-site compliance reviews, and reporting requirements.

Consultant shall maintain a complaint log and inform the Department of the Treasury of any accusations of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Consultant must also inform the Department of the Treasury if Consultant has received no complaints under Title VI.

Consultant must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Consultant and the administrative agency that made the finding. If the Consultant settles a case or matter alleging such discrimination, Consultant must provide documentation of the settlement. If Consultant has not been the subject of any court or administrative agency finding of discrimination, please so state.

If Consultant makes sub-awards to other agencies or other entities, Consultant is responsible for assuring that sub-recipients also comply with Title VI and all of the applicable authorities covered in this assurance.

COMPLIANCE WITH AMERICAN RESCUE PLAN ACT (ARPA)
CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) FEDERAL GUIDELINES
USE OF ARPA CLFRF AND REQUIREMENTS

This Contract may be funded in whole or in part with funds provided by the American Rescue Plan Act - Coronavirus Local Fiscal Recovery Fund (ARPA), *Federal Award Identification Number (FAIN): SLT0628 and Assistance Listing Number (formerly known as a CFDA number): 21.027*, and therefore Contractor agrees to comply with any and all ARPA requirements in addition to any and all applicable County, State, and Federal laws, regulations, policies, and procedures pertaining to the funding of this Contract. The use of the funds must also adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to the ARPA requirements shall be returned or repaid to the City or County. Any funds paid to Contractor i) in excess of the amount to which Contractor is finally determined to be authorized to retain; ii) that are determined to have been misused; or iii) that are determined to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid, shall constitute a debt to the federal government. Contractor agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to the Act, and guidance issued by Treasury regarding the foregoing. Contractor shall provide for such compliance in any agreements with subcontractor(s).

Contractor agrees to comply with the following:

- A.** In accordance with Title 2 Code of Federal Regulations (C.F.R.) Section 200.322, the non-Federal Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- B.** In accordance with Title 2 C.F.R. Section 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances: Obligor or expending covered telecommunications and video surveillance services or equipment or services (as described in Title 2 C.F.R. Section 200.216) to: 1) Procure or obtain, extend or renew a contract to procure or obtain; 2) Enter into a contract (or extend or renew a contract) to procure; or 3) Obtain the equipment, services, or systems, as described in Title 2 C.F.R. Section 200.216 that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and: (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications

equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (ii) Telecommunications or video surveillance services provided by such entities or using such equipment; and (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- C. A non-Federal Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at Title 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- D. Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by Title 31 U.S.C. Section 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- E. Clean Air Act (42 U.S.C. Sections 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1389), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sections 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. Sections 1251-1389).
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under Title 37 C.F.R. Section 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Title 33 U.S.C. Sections 1251-1387 recipient or subrecipient must comply with the requirements of Title 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708). Where applicable, all contracts awarded by the non-Federal Contractor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with Title 40 U.S.C.

Sections 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Title 40 U.S.C. Section 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of Title 40 U.S.C. Section 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- H. Davis-Bacon Act, as amended (40 U.S.C. Sections 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. Sections 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal Contractor must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874 and 40 U.S.C. Section 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal contractor must report all suspected or reported violations to the Federal awarding agency.
- i. The Contractor and all Subcontractors and Sub-subcontractors are required to pay their employees and workers a wage not less than the minimum wage for the work classification as specified in both the Federal and California wage decisions. See Section 3.10.6 "Prevailing Wages" for additional information regarding California Prevailing Wage Rate Requirements and the applicable general prevailing wage determinations which are on file with the City and are available to any interested party on request. The higher of the two applicable wage determinations, either California prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all applicable work/services under this Contract.
- I. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by Title 41 U.S.C. Section 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- J. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal Contractor including the manner by which it will be effected and the basis for settlement.
- K. Equal Employment Opportunity. Except as otherwise provided under Title 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in Title 41 C.F.R. Section 60-1.3 must include the equal opportunity clause provided under Title 41 C.F.R. Section 60-

1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The identified clause is below and Contractor shall comply with the clause and all legal requirements and include the equal opportunity clause in each of its nonexempt subcontracts.

- i. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at Title 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- L. Data Collection Requirements – Contractor agrees to collect pre-post data per County, and United States Treasury guidelines and timeline, for project tracking and monitoring and various reporting purposes. Data including, but not limited to: Required Project Demographic Distribution Data; Required Performance Indicators and Programmatic Data; Required Expenditure Report Data; and Required Program Evaluation Data. Contractor agrees to track and monitor data in a quantifiable and reportable database - retrievable collective data that needs to be available to County, State or Federal governments upon request.
- M. Data Submission Requirements - Contractor agrees to furnish data to the County upon request, per County, and United States Treasury guidelines and timeline, for project tracking and monitoring and various reporting purposes. Data including, but not limited to: Required Project Demographic Distribution Data; Required Performance Indicators and Programmatic Data; Required Expenditure Report Data; Required Program Evaluation Data. Contractor agrees to track and monitor data in a quantifiable and reportable database - retrievable collective data that needs to be available at request.
- N. Project Progress Reporting - Contractor agrees to provide project timeline and progress updates to the City upon request, per County, and United States Treasury guidelines and timeline. Contractor agrees to routine and impromptu program and project evaluation by the City.
- O. Contractor shall comply with Title 2 Code of Federal Regulations Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including, but not limited to, Title 2 C.F.R. Section 200.303 (internal control), Title 2 C.F.R. Sections 200.331 through 200.333 (subrecipient monitoring and management), and Title 2 C.F.R. Part 200 Subpart F (audit requirements), as these sections currently exist or may be amended. The use of funds must also adhere to official federal guidance issued or to be issued on what constitutes an eligible expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the County. Contractor agrees to comply with all official guidance regarding the ARPA CLFRF. Contractor also agree that as additional federal guidance becomes available, an amendment to this Contract may become necessary. If an amendment is required, Contractor agrees to promptly execute the Contract amendment.
- P. Contractor shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with Title 2 C.F.R. Section 200.334 (retention

requirements for records). Such documentation shall be produced to City upon request and may be subject to audit. Unless otherwise provided by Federal or State law (whichever is the most restrictive), Contractor shall maintain all documentation connected with its performance under this Contract for a minimum of five (5) years from the date of the last payment made by City or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of the City, the State or the United States Government during normal business hours at Contractor. Copies will be made and furnished by Contractor upon written request by City.

- Q.** Contractor shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Contractor's requests for reimbursement which segregate and accumulate costs of Contractor and produce monthly reports which clearly identify reimbursable costs, matching fund costs (if applicable), and other allowable expenditures by Contractor. Contractor shall provide a monthly report of expenditures under this Contract no later than the 20th day of the following month.
- R.** Contractor shall cooperate in having an audit completed by City, at City's option and expense. Any audit required by ARPA CLFRF and its regulation and United States Treasury guidance will be completed by Contractor at Contractor's expense.
- S.** Contractor shall repay to City any reimbursement for ARPA CLFRF funding that is determined by subsequent audit to be unallowable under the ARPA CLFRF within the time period required by the ARPA CLFRF, but no later than one hundred twenty (120) days of Contractor receiving notice of audit findings, which time shall include an opportunity for Contractor to respond to and/or resolve the findings. Should the findings not be otherwise resolved and Contractor fail to reimburse moneys due City within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both parties or required by the ARPA CLFRF, City reserves the right to withhold future payments due Contractor from any source under City's control.
- T.** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Title 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply.
- U.** Universal Identifier and System for Award Management (SAM), Title 2 C.F.R. Part 25.
- V.** Reporting Subaward and Executive Compensation Information, Title 2 C.F.R. Part 170.
- W.** OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement), Title 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to Title 2 C.F.R. Part 180 and Treasury's implementing regulation at Title 31 C.F.R. Part 19. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 C.F.R. Section 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at Title 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- X.** Recipient Integrity and Performance Matters, pursuant to which the award terms set forth in Title 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Y.** Government Requirements for Drug-Free Workplace, Title 31 C.F.R. Part 20.
- Z.** New Restrictions on Lobbying, Title 31 C.F.R. Part 21.
- AA.** Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.
- BB.** Applicable Federal environmental laws and regulations.
- CC.** Statutes and regulations prohibiting discrimination include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury's implementing regulations at Title 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- DD.** Contractor understands that making false statements or claims in connection with the ARPA funded activities is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- EE.** Any publications produced with ARPA funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLT-0628 awarded to San Bernardino County by the U.S. Department of Treasury."
- FF.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is being encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- GG.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is being encouraged to adopt and enforce policies that ban text messaging while driving and establishing workplace safety policies to decrease accidents caused by distracted drivers.

HH. As a recipient of federal financial assistance, the Civil Rights Restoration Act of 1987 applies, and Contractor assures that it:

- i. Ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. Sections 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at Title 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda and/or guidance documents.
- ii. Acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities, because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail provide language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication.
- iii. Agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities.
- iv. Agrees to maintain a complaint log of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.

II. The City must include the following language in every contract or agreement subject to Title VI and its regulations:

"The sub-grantee, contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or nation origin (42 U.S.C. Section 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, Title 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. Section 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, Title 31 C.F.R. Sections Part 22, and herein incorporated by reference and made a part of this contract or agreement."

JJ. Contractor shall cooperate in any enforcement or compliance review activities by the City, and/or the Department of the Treasury. Contractor shall comply with information requests, on-site compliance reviews, and reporting requirements.

KK. Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c), regulations adopted by Treasury implementing those sections, and guidance issued by Treasury regarding the foregoing.

LL. City has the right of access to records (electronic or otherwise) of Contractor in order to conduct audits or other investigations.

MM. Contractor shall maintain records for a period of five (5) years after the completion of the contract or a period of five (5) years after the last reporting date the City is obligated with the Department of the U.S. Treasury, whichever is later.

NN. Contractor must disclose in writing any potential conflict of interest in accordance with Title 2 C.F.R. Section 200.112.

OO. In accordance with Title 41 U.S.C. Section 4712, subrecipient or Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following: (i) A member of Congress or a representative of a committee of Congress; (ii) An Inspector General; (iii) The Government Accountability Office; (iv) A Treasury employee responsible for contract or grant oversight or management; (v) An authorized official of the Department of Justice or other law enforcement agency; (vi) A court or grand jury; or (vii) A management official or other employee of Recipient, subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. Subrecipient or Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

PP. City and Contractor acknowledge that if additional federal guidance is issued, an amendment to this Contract may be necessary. In the event any of the terms in this Exhibit conflict with any other terms in the Contract, the terms in this Exhibit shall control.

THE CITY RESERVATION OF RIGHTS:

Right to Reject, Waive, or Terminate the RFQUAL. The City reserves the right to reject any or all responses, to waive any informality in the RFQUAL process, or to terminate the RFQUAL process at any time, if deemed by the City to be in its best interests.

Right to Not Award. The City reserves the right not to award a contract pursuant to this RFQUAL.

Right to Terminate. The City reserves the right to terminate a contract awarded pursuant to this RFQUAL, at any time for its convenience upon 5 days written notice to the successful responder(s).

Right to Determine Time and Location. The City reserves the right to determine the days, hours, and locations that the successful responders shall provide the services called for in this RFQUAL.

Right to Determine Financial Responsibility and Viability. The City reserves the right to require of responder information regarding financial responsibility and viability or such other information as the City determines is necessary to ascertain whether a response is in fact the lowest responsive and responsible submitted.

Right to Retain. The City reserves the right to retain all responses submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the City Contracting Officer (CO).

Right to Reject. The City reserves the right to reject and not consider any response that does not meet the requirements of this RFQUAL, including but not necessarily limited to incomplete responses and/or responses offering alternate or non-requested services.

No Obligation to Compensate. The City shall have no obligation to compensate any responder for any costs incurred in responding to this RFQUAL.

Right to Amend. The City reserves the right to amend the contract any time prior to contract execution.

Right to Prohibit. The City shall reserve the right to at any time during the RFQUAL or contract process to prohibit any further participation by a responder or reject any response submitted that does not conform to any of the requirements detailed herein.

PROPOSAL CHECKLIST

(as detailed in Chapter II. Request for Proposals, Section E. of the RFQUAL)

- ☐ Technical Proposal
 - Executive Summary (E.1)
 - Table of Contents (E.2)
 - Identification of Proposer (E.3)
 - Staffing Resources (e.g., Assigned Personnel experience) (E.4)
 - Experience and Technical Competence (E.6)
 - Proposed Method to Accomplish the Work (E.7)
 - Litigation History (if any) (E.10)
 - Other Information (pertinent to proposal) (E.11)
 - Completion of other similar projects;
 - Community involvement (if any);
 - Prior projects, agreements, involvement with the City (if any);
 - No Conflict-of-Interest statement.
 - Certification of Proposal (E.12)
 - “The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFQUAL), and to be bound by the terms and conditions of the RFQUAL.”
 - Appendices (E.13)
 - Statement of “No Deviations from RFQUAL” (F.)
 - If proposer does not take any exceptions or deviations from the terms and conditions indicated in the agreement, then the proposer must indicate this information by making a statement within the proposal documents.
- ☐ Fiscal Stability (E.5)
 - Current report from any Commercial Credit Rating Service (e.g. Dunn & Bradstreet);
 - Line of credit; or
 - Financial Statement.
- ☐ Fee Proposal (E.8)
- ☐ Certificate of Insurance (E.9)
- ☐ **Submittal Instructions:** Electronic PDF file format via Planetbids on the date and time stated in the RFQUAL. Please allow time for system to process your proposal. The City shall **not** be responsible for proposals that are not received on time. The City will **not** be responsible for and will **not** accept late bids due to slow internet connection, or incomplete transmissions.

VENDOR QUOTE FORM

VENDOR NAME: _____

ADDRESS: _____

PHONE: _____

The undersigned, hereby declare that they have carefully examined the location of the proposed work, familiarized themselves with the local conditions affecting the cost of the work, and have read and examined the terms and conditions for the following Project:

Development Management Services

The undersigned, hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Vendor Price Quote for the ELECTRONICALLY SUBMITTED TOTAL VENDOR QUOTE PRICE.

Item No.	Description	Quantity	Unit Cost	Lump Sum Amount
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
	TOTAL VENDOR QUOTE			\$ _____

Total Number of Additional Pages: _____

Should the proposer be requested to perform additional finance related services, please list the proposed positions and hourly rate:

Personnel	Specify Exact Title of Position assigned	Hourly Rate
Staff Manager (or similar)		\$ _____
Staff Associate (or similar)		\$ _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Submitted By: _____ **Title:** _____

(Authorized Representative Signature)

Print Name: _____

COMPLIANCE WITH IEHP FUNDING AGREEMENT

The Contractor shall comply with Title 2, California Code of Regulations, Sections 11105 et seq, as may be amended from time to time. Contractor further agrees to comply with the below language and include this language in its contract and the contract for any subcontractor on the project.

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Civil Rights Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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