

REQUEST FOR PROPOSALS
FOR
CITY OF SAN BERNARDINO
FOR
RFP F-24-1019
San Bernardino Hope Campus
Modular Building Manufacturer



Publish Date:

September 19, 2024

Submission Date:

**Proposals must be received electronically on PlanetBids
no later than October 17 , 2024 before 3:00 PM local time.**

**CITY OF SAN BERNARDINO
290 North D Street
San Bernardino, California 92401
Telephone: (909) 384-7272
<https://www.sbcity.org>**

TABLE OF CONTENTS

I.	BACKGROUND	4
II.	INTRODUCTION	5
III.	REQUEST FOR PROPOSALS	6
A.	Modular Design and Building Services	6
B.	City Contact for this RFP	6
C.	Requests for Clarification.....	6
D.	Pre-Proposal Meeting – September 27, 2024 at 9:00 a.m. via Zoom	7
E.	Content and Format of Proposal.....	7
F.	No Deviations from the RFP.....	10
G.	Selection Process	10
H.	Protests	12
I.	Proposal Schedule.....	13
J.	Submittal Requirements	14
K.	General Conditions.....	15
	EXHIBIT A.....	17
	EXHIBIT B.....	20
	Exhibit C	25
	EXHIBIT D	28
	EXHIBIT E	29
	PROPOSAL CHECKLIST	55
	VENDOR QUOTE FORM	56
	COMPLIANCE WITH IEHP FUNDING AGREEMENT	57

CITY OF SAN BERNARDINO

NOTICE INVITING PROPOSALS, RFP F-24-1019

SAN BERNARDINO HOPE CAMPUS

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 PM, October 17, 2024**. Proposals may **NOT** be submitted by fax, email, telephone, mail, hand delivery, or other means.

The City is requesting proposals for the following:

MODULAR BUILDING SERVICES PROVIDERS

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.

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 & Housing Department** 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.

The Build America, Buy America Act: Awardee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the project. Pursuant to HUD's Notice "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build American, Buy America Provisions as Applied to Recipients of HUD Federal Assistance (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Interested proposers may download copies of the Request for Proposals ("RFP") 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 RFP, please contact:

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

CITY OF SAN BERNARDINO REQUEST FOR PROPOSALS

SAN BERNARDINO HOPE CENTER

I. **BACKGROUND**

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

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

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.

The City of San Bernardino invites proposals from a qualified Modular company for the development of an interim housing facility/homeless shelter, known as SB HOPE Campus, which is situated on a City-owned 2.5-acre parcel located at 796 E. 6th Street. Project completion must be achieved no later than November 2025.

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, including but not limited to the California Building Code, the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and including and not limited to Chapter 11B Accessibility to Public Buildings, Public Accommodations, Commercial Buildings and Public Housing. To ensure compliance, please seek Certified Access Specialist (CASP) to review all plans.

The attached bridging documents include provided documents as part of the RFP, codes and regulations to follow and agencies and utilities providing services to the project site, various design guidelines and required improvements to be provided in the project. The bridging documents shall be considered critical requirements for the design of the project and an integral part of this RFP.

Proposals should include the site work design by an Architect and new facilities per development scope, developed to a 50% design level (Conceptual level). The site design and cost of the modular phase of the Project is estimated to cost approximately \$14,800,000.

Cost proposals must not exceed the \$14.8 million budget, with a commitment to complete the project by November 2025. The Modular company shall provide a schedule that highlight the major milestones of the project, starting with design and ending by certificate of occupancy.

The project funding sources include Community Development Block Grants (CDBG), the American Rescue Plan Act (ARPA), Home-ARP, and General funds. It is imperative that all proposals adhere strictly to state and federal funding guidelines and requirements.

The modular company is encouraged to submit comprehensive proposals detailing qualifications, proposed concepts, cost estimates, schedules, and alignment with funding requirements. Proposals will be evaluated based on overall value and adherence to RFP requirements, including site and modular design, cost, modular setting, and product delivery timeline. Development of the SB Hope Campus Project is a top priority of the City of San Bernardino. **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 Modular company, including site design architect with experience and a track record of expedited project delivery and implementation of creative strategies to compress construction timelines. Examples of measures to expedite the completion of the project includes but not limited to economic incentive schedules, weekend work, accelerated purchase of construction materials, grading, and asbestos abatement (if needed) to be completed ahead of design completion. The Modular company is encouraged to provide in the narrative of the project examples of methods they plan on implementing to complete the project.

II. INTRODUCTION

The City is seeking a Modular Company with either an in-house architect or the ability to partner with an architect. The Modular Company will contract directly with Civil, MEP, and structural consultants to deliver a full project Construction Documents (CD) Package for submission to both the City, fee developer, and State for review and approval to proceed with the development of the SB Hope Navigation Center Campus, including all site work by an architect. The selected Modular Company shall be an advocate for the City and represent the best interests of the owner in the performance of services and modular building quality. The purpose of the Proposal is to demonstrate the qualifications, competence, and capacity of the modular company to perform the work and/or provide the services described in this RFP, in conformity with the requirements of this RFP. The Proposal should demonstrate the qualifications of the Modular Company and of the particular staff and/or sub-contractors to be assigned to this Project. It should also specify a specific approach that will meet the RFP requirements.

The project must be completed by November 2025. Modular Building companies must be able to start work immediately upon selection, in order to, furnish the modular units, working closely with the selected Consulting Developer and selected General Contractor that is to be determined.

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

<https://vendors.planetbids.com/portal/39495/portal-home>

III. REQUEST FOR PROPOSALS

A. **Modular Design and Building Services**

The Services sought under this Request for Proposals (“RFP”) are set forth in more detail in **Exhibits “A” and “B”**, attached hereto and incorporated herein by this reference. Notwithstanding the inclusion of such Services in **Exhibits “A” and “B”**, 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 which be provided at a future date as **“Exhibit “D.”** .

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 & Housing Department** 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 RFP**

The principal contact for the City regarding this RFP 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 submitted via the City’s PlanetBids portal on the following link:

<https://vendors.planetbids.com/portal/39495/portal-home>

All written questions, if answered, will be issued to all prospective proposers via e-mail notification from Planetbids. Oral statements regarding this RFP 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 – September 27, 2024, at 9:00 a.m. via Zoom

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 RFP.
 - (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 RFP.

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 **Exhibits "A" and "B"**, 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, which be provided at a future date as **Exhibit "D"**).
9. Insurance: See the Agreement, which be provided at a future date as **Exhibit "D"**, 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 (RFP), and to be bound by the terms and conditions of the RFP.”
13. Appendices

F. No Deviations from the RFP

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP 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

The City will select a Modular Company from which the City will award the SB Hope Campus project. Selection will be made based on the modular company's experience, qualification, ability to meet required criteria and positive reference checks. The Modular Company will be responsible to provide an in-house or subcontracted Architect in coordination with Civil, MEP and structural consultants to deliver full project CD Package for submission to both city and State for review and approval to develop SB Hope Campus. The modular company will be ranked based on points indicated below. Project assignments will be determined at a later date. Contracts will be awarded based on approved cost proposals.

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 RFP.
 - 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 RFP/Agreement Template (Pass/Fail)
- j. History of Litigation (Pass/Fail)

2. Additionally, City will evaluate proposals based on the following scoring sheet:

EVALUATION CRITERIA SCORING SHEET

Evaluation Criteria	Points	Score
1. Introductory Cover Letter	0	
2. Professional Qualifications, Experience and Project Approach	25	
a) Describe the company's approach on providing requested services listed in Exhibit B b) Provide a list of representative projects undertaken in the last 5 years demonstrating your modular and navigation center experience. Provide a list of projects, location, affiliated developer & general contractor. c) Interview: Clarity of Explanations, Responsiveness, Immediate Capacity and successful project relationships. (10 points)	Poor: 0-5 Marginal: 6-10 Acceptable: 11-15 Exceeds: 16-20	
3. Insurance + Bonding Capacity	10	
a) Provide a copy of current insurance coverage that meets minimum City requirements: <ul style="list-style-type: none"> • Workers Compensation Insurance - \$1 million • Commercial General Liability Insurance - \$2 million per occurrence / \$4 million aggregate for bodily injury, personal injury, and property damage • Automobile Insurance - \$1 million/occurrence • Professional Liability Insurance - \$1 million/occurrence and \$2 million aggregate b) Bonding Capacity – Surety up to \$20M	Poor: 0-3 Marginal: 3-5 Acceptable: 5-8 Exceeds: 8-10	
4. Prior Claims	10	
Provide complete listing of formal claims for the past three years including: <ul style="list-style-type: none"> a) Name of claimant b) Description of the claim c) Dollar value of claim d) Status of claim e) Signature on list of claims 	Poor: 0-3 Marginal: 3-5 Acceptable: 5-8 Exceeds: 8-10	
5. DVBE-MBE-SME-WBE Goal	5	

Completed State forms of with designation.		
6. Cost Proposals not to exceed \$14,800,000.00	5	
TOTAL SCORE	55	

SUGGESTED LENGTH OF PROPOSAL/SUBMITTAL: 20 pages, single sided

MAXIMUM POINTS POSSIBLE: 55 points

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 RFP, 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 RFP 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 RFP 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 on or before End of Day	September 26, 2024
Pre-Proposal Meeting Location: Mandatory Virtual Meeting Please confirm on or before September 24, 2024 , to the purchasing@sbcity.org email. The Microsoft Teams link or location (if in person) will be sent to you by the end of the day September 25, 2024 .	September 27, 2024, from 9:00 am-10:00am
Deadline for Receipt of Proposals submitted before 3:00 PM	October 17, 2024
Interview of Finalist(s) In-Person and Virtual Option between the hours of 9:00 am to 1:00 pm	October 23, 2024-October 24, 2024
Vendor Selection	October 25, 2024
City Council Approval	November 2024
Vendor Award (Agreement through DocuSign)	November 2024

ACTION	DATE
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 RFP at any time.

J. Submittal Requirements

1. General: It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow the City to fully evaluate and compare the proposal. All requirements and questions in the RFP 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 RFP. 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 RFP 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 RFP 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 " E"**, and incorporated herein by this reference.
2. Amendments to RFP: The City reserves the right to amend the RFP 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 RFP: City reserves the right to cancel this RFP 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 RFP.
7. Price Validity: Prices provided by Proposers in response to this RFP 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 RFP 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 RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.
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 RFP: **September 19, 2024**

EXHIBIT A

Project Site and Program Description

Project Location:

The SB HOPE Campus Project is located at 796 E. 6th Street in the central portion of the City of San Bernardino, in San Bernardino County, CA. The Project Site consists of a portion of a larger parcel (Assessor's Parcel Number 027-819-130). The Project Site is L-shaped and is approximately 2.5 acres in size.

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**. The existing 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 structure 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 Company will be responsible to provide an in-house or subcontracted Architect to coordinate with Civil, MEP and structural consultants to deliver full project CD Package for submission to both city and State for review and approval to develop SB Hope Campus.

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.

- Covered dog kennel and small dog run to accommodate 10 dogs 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.

ARIEL VIEW of Site



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.**

EXHIBIT B

Site Design and Modular Design/ Building Services

STATEMENT OF WORK & TECHNICAL SPECIFICATION: The City shall review each Proposer's submittal based on evaluation criterion listed below. A Proposer's resume, designs, pricing, and delivery schedules are some of the most important factors in the evaluation process.

The City is seeking a Modular Company with either an in-house architect or the ability to partner with an architect. The Modular Company will directly contract with Civil, MEP and structural to deliver a full project CD Package for submission to both city and State for review and approval to develop SB Hope Navigation Center Campus including all onsite work. The selected Modular Company shall be an advocate for the City and represent the best interests of the owner in the performance of services and modular building quality.

The purpose of the Proposal is to demonstrate the qualifications, competence, and capacity of the modular company to perform the work and/or provide the services described in this RFP, in conformity with the requirements of this RFP. The Proposal should demonstrate the qualifications of the Modular Company and of the particular staff and/or sub-contractors to be assigned to this Project. It should also specify a specific approach that will meet the RFP requirements.

It is desirable for the Modular Supplier (Manufacturer) to have extensive experience in understanding and working concurrently with multiple public entities such as; the United States Department of Housing and Urban Development (HUD); the State of California, as well as special districts such as the South Coast AQMD . It is also desirable for the Proposer to provide evidence of similar modular emergency housing projects provided, especially within the State of California. Listed experiences shall be calculated evaluation criterion.

MODULAR DESIGN: All designs must also be reviewed and approved by the City and appropriate local jurisdictions. The Manufacturer shall construct and deliver a modular building that when delivered to the project site, shall be assembled on stem wall foundations built to the Manufacturer's guidelines and approved and inspected by the appropriate jurisdiction's Building Department. The City is seeking to provide accessible emergency housing for people experiencing homelessness which may include disabled persons. To that end, proposed modules must meet all Federal, State and Local accessibility design and construction requirements. Manufacturer shall ensure that all applicable Building Codes are met including but not limited to:

California Building Code (CBC) California Electrical Code (CEC) California Mechanical Code (CMC) California Plumbing Code (CPC) California Energy Code – Title-24 (CEC) CalGreen (CBC)

The Manufacturer shall provide within their resumes for similar products provided for successful previous projects. Provided designs shall be a calculated evaluation criterion.

OTHER REQUIREMENTS

Fire Suppression: Manufacturer shall include within their costs all fire suppression systems and supportive appurtenances as determined by the State of California and local codes. Fire and Domestic water lines shall be pressure tested both at the before and after delivery. A General Contractor shall be separately contracted by the City to install service lines to Manufacturer's connections.

HVAC System: Manufacturer shall include ENERGY STAR certified, ductless, multi zone heating and cooling systems as manufactured by Mitsubishi Electric or an approved equal. VRF systems are acceptable. The system shall be sized and zoned according to local code and meet all other energy efficiency standards required. Brand and model numbers of proposed equipment shall be submitted with the proposal. These costs shall be included within the price per square-foot.

Appliances: Manufacture shall include outlets, traps, drains, gaslines, electrical outlets, etc. to meet the needs of a commercial kitchen and the standard of San Bernardino Department of Public Health standards; including but not limited commercial refrigerator, commercial freezer, commercial stove and commercial ovens and commercial hood with grease traps and fire suppression, floor drains etc. Modular Manufacture does not need to purchase equipment, however appropriate mechanical, electrical and plumbing and spacing should accommodate the aforementioned.

Commercial Kitchen: Must meet all requirements of the City of San Bernardino Department of Public Health and sizable enough to cook three meals a day for 200 individuals.

Exterior:

- Roofing system with minimum 20-year warranty, shall be TPO, PVC, or other single ply product
- Exterior cladding installed in factory or prepped for field install
- Doors and door hardware to be approved by City of San Bernardino in coordination with City of San Bernardino
- Exterior Lights per code
- Minimum ceiling height 8'-0"
- Windows: Material- Thermally broken aluminum
- Glass: Dual-Paned Efficiency: Low-E
- Insulation per code
- Walls: R-19 Floor: R-21 Roof: R-38

Interior:

- Type X Finished, Texture, Washable Vinyl Wallcoverings Throughout
- Painted & Textured Ceiling Throughout
- Interior lighting with Rocker-Type (Decora) Wall Switches

- Flooring shall be commercial-grade sheet product or VCT in all areas except commercial kitchen. Commercial kitchen to receive broadcast epoxy floor with integral coving.
- Vinyl topset base
- Lever Latch Door Handles

Utility:

- Electrical panels sized correctly to handle all loads
- Commercial boiler system
- 6 front loading washers, 6 front loading dryers
- Wire for Electric Programmable Thermostat
- Smoke Detector(s) w/Battery backup
- Backup Carbon Monoxide Detector(s)

Bathrooms:

- Locker room-style community bathroom which shall include (10) private ADA roll-in showers with grab bars attached to changing space with ADA benches, grab bars and locks.
- Bathroom partitions with paper holders
- (10) ADA 1.28 Gallon Low-Flow Elongated Toilets in stalls.
- (10) wall mount lavatory sinks with single lever faucets
- (10) wall mounted mirrors that are shatter proof for safety.
- (2) additional single occupancy restrooms for Employee/ Staff with ADA 1.28 Gallon Low-flow elongated toilets, wall mounted lavatory sinks with single lever faucets, paper holders, and mirrors in each
- Bathroom exhaust fans per code

Foundation: The Manufacturer shall design and supply a stem wall foundation plan for each module which shall meet applicable building codes. Plan shall include detailed location for points of connection for utilities including electrical, plumbing, telephone, cable and any other applicable connections.

Delivery of Modular Units: The Manufacturer shall provide the transportation of each module to the project site and set on foundation that has been provided by a general contractor contracted by the City.

Boiler system: The Manufacturer shall include natural gas fired commercial boiler systems manufactured by Rheem or an approved equal. The boiler shall be sized according to local code. Brand and model numbers of proposed equipment shall be submitted with the proposal. These costs shall be included within the price per square-foot.

Plumbing Fixtures: The manufacturer shall include all plumbing fixtures as specified below. All fixtures shall be low flow, water saving fixtures which meet accessibility design requirements and all applicable codes. Brand and model numbers of proposed fixtures shall be submitted with the proposal. These costs shall be included within the price per square-foot.

Lighting: The Manufacturer shall include all interior and exterior lighting fixtures. Proposed fixtures shall be commercial style LED fixtures that meet all applicable energy codes. Brand and model numbers of proposed fixtures shall be submitted with the proposal. These costs shall be included within the price per square-foot.

Flooring: Manufacturer shall install commercial sheet product or VCT with vinyl topset base where possible. Commercial kitchen shall receive broadcast epoxy floor with integral coving. Brand and style of proposed flooring shall be included with the submittal. Final color and style shall be selected by the owner.

Bathrooms: Manufacturer shall install non-slip commercial sheet good flooring in bathroom and shower areas. Brand and style of proposed flooring shall be included with the submittal. Final color and style shall be selected by the owner. These costs shall be included within the price per square-foot.

Pricing: Proposer shall provide pricing on a per square- foot price to design, manufacture, deliver, and install each modular section. The specifications listed above shall not be considered an all-inclusive list of final specifications. The Manufacturer shall also include all items typically used in modular construction as a final product to be included with their costs. The pricing shall be a calculation criterion.

Production of the Modular Units: Manufacturer shall provide evidence that production shall not restrict the project's demand. This can be shown as plant production schedule, staging/storing, and travel time to project. Production evidence shall be calculated evaluation criterion.

Assembly of Modular Units: The City retains the right to select a General Contractor ("Contractor") to assemble the modular units at the project site. The Manufacturer shall provide a list of all pre-approved assembly contractors for warranty requirements. This list shall be provided with RFP and shall be included when the City procures Contractor for the

project. The Manufacturer shall provide assembly literature that shall be included in any construction plans and specifications, or on-site guidance during installations.

Storage: The Manufacturer shall store all modules at their yard until work at each site warrants delivery and placement of each section. Delivery and placement of the modular sections shall be coordinated through the City's General Contractor completing the onsite work.

OTHER OBLIGATIONS

SITE REGULATORY REQUIREMENTS: The City's General Contractor will be responsible for obtaining and adhering to all permits and approvals required by the necessary regulatory agencies, including but not limited to permitting, inspection, and certification for the Site and Project. All fees required to obtain any such permits and approvals, shall be the sole responsibility of City's General Contractor. Any site-specific regulatory requirements for the assembly, use and occupancy of the Modules shall be the sole responsibility of City's General Contractor.

RELEASE OF MODULES: City's General Contractor will release the modules for delivery once an in-factory sign off has occurred. A representative of the City's General Contractor must visit the factory 72-hours prior to the release of modules and agree that the condition of the product meets their expectation for delivery and ready for transport.

DELIVERY: Upon completion of fabrication of a Module or Modules, the City's General Contractor approves the release of Modules for transport and delivery. Modular Manufacture shall hire carrier to transport Modules to a temporary or permanent location as directed by City and/or City's General Contractor (such permanent location of installation referred to hereinafter as "Property") and Modular Manufacturer shall pay all carrier charges. Modular Manufacturer bears responsibility for the Modules during transport, and until the City accepts them.

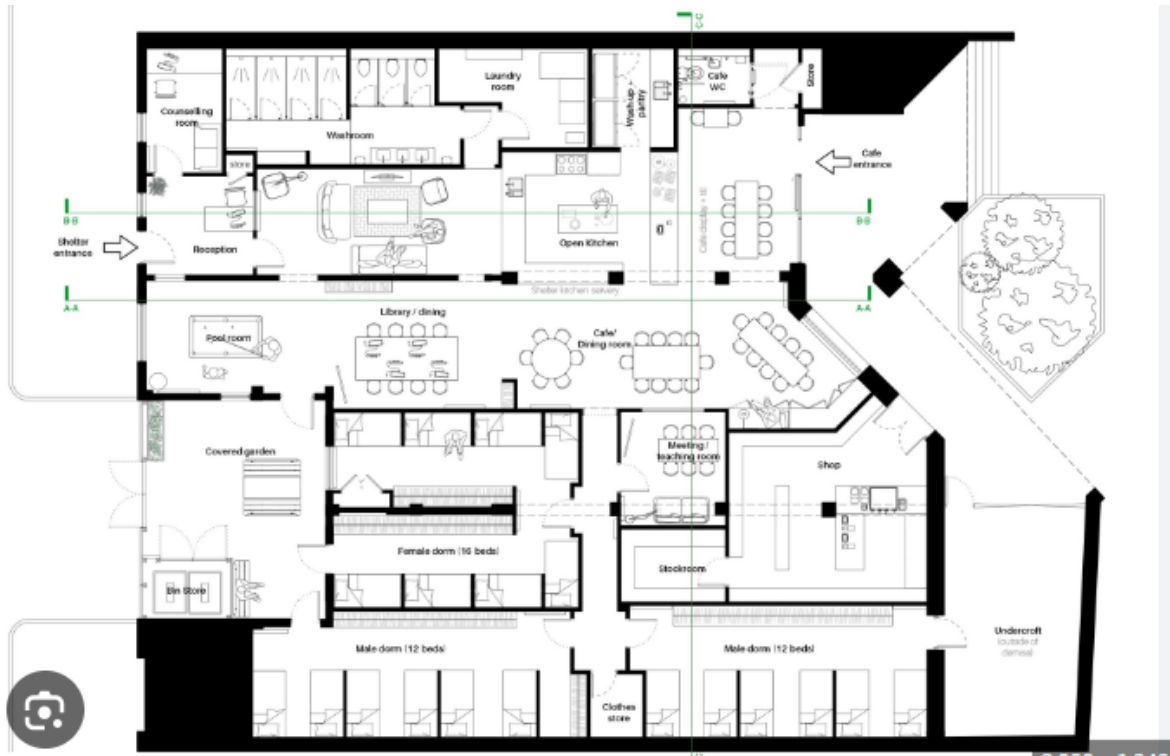
ON-SITE SECURITY AND WEATHER PROTECTION: Upon acceptance by the City, City's General Contractor shall bear all responsibility for the Modules. It is highly recommended that until entire building is erected, City's General Contractor provides security and weather protection for the Modules beginning at the time of delivery and Modules remain protected regardless of time of year.

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

Note: These images serve as examples of Navigations Centers taken from the internet. They are for the purposed providing a template for proposer's response.





FIRST FLOOR PLAN

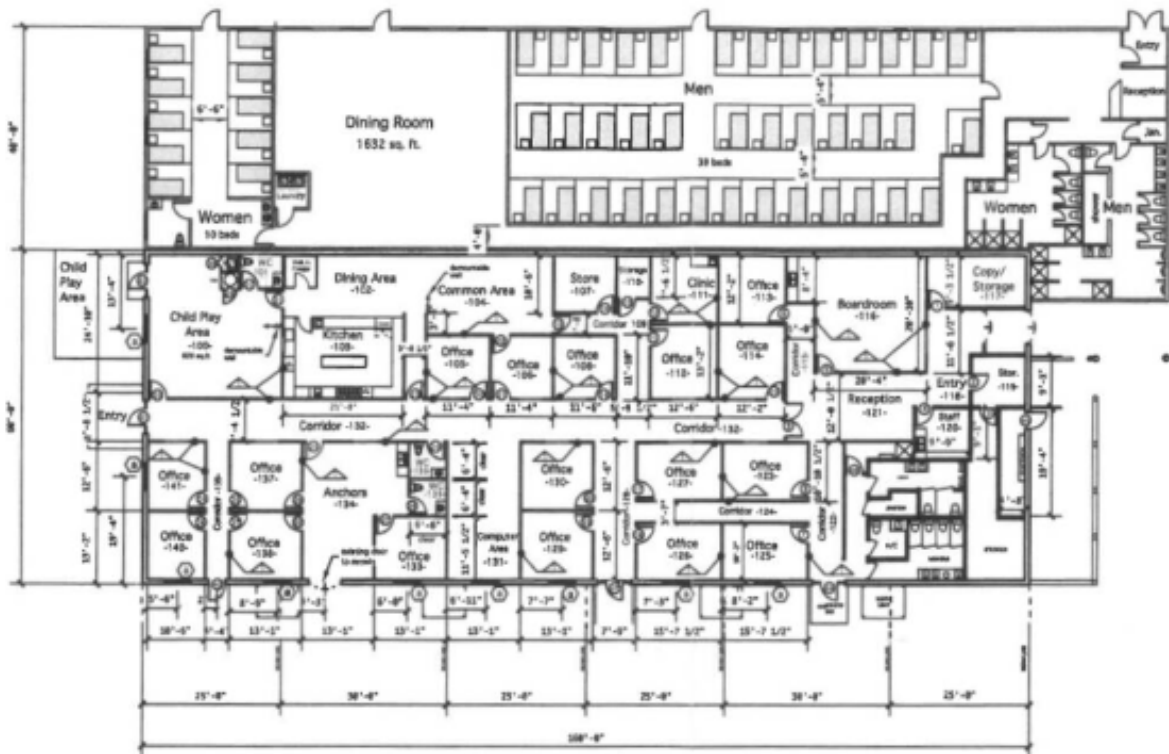


EXHIBIT D

PLACEHOLDER FOR AGREEMENT

EXHIBIT E

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 " E"
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 "E".

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 (Nonprocurement), 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.

PROPOSAL CHECKLIST

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

- 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 (RFP), and to be bound by the terms and conditions of the RFP.”
 - Appendices (E.13)
 - Statement of “No Deviations from RFP” (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 RFP. 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:

*****INSERT PROJECT NAME*****

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.