



CITY OF EUREKA, CALIFORNIA

REQUEST FOR PROPOSAL (RFP)

PROJECT TITLE: EUREKA BUSINESS READI! STUDY

FULL PROJECT TITLE: PLANNING AND TECHNICAL ASSISTANCE ACTIVITIES FOR THE CITY OF EUREKA'S BUSINESS READI! STUDY FUNDED BY STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

Release Date: Sunday, March 15, 2015
Proposal Deadline: Friday, April 3, 2015 - No Later than 5:00 P.M.

Contact Person: Rob Holmlund, Community Services Director
City of Eureka
531 K Street
Eureka, CA 95501
(707) 441-4160

Critical Dates and Requirements

RFP Announcement Released:	Sunday, March 15, 2015
Deadline for Submittal of Questions:	March 25, 2015
Addendum #1 (answers to questions):	March 27, 2015
Proposals Due:	April 3, 2015 - No Later than 5:00 P.M.
Council Action to Award:	April 21, 2015
Notice to Proceed; Contract Start Date:	May 1, 2015
Submit Final Report to Council:	September 15, 2015
Contract Completion Date:	September 25, 2015
All Grant Funds Must be Expended By:	September 30, 2015 (CDBG will not allow extensions)

NOTICE OF REQUEST FOR PROPOSALS

City of Eureka Bid#: 2015-08

PROJECT TITLE: EUREKA BUSINESS READI! STUDY

1. The City of Eureka (hereinafter "CITY") is soliciting Requests for Proposals for consulting services for planning and technical assistance associated with a Community Development Block Grant for the "Eureka Business Readi! Study," (hereinafter "PROJECT"), and will receive proposals in the Community Development Office, 531 K Street, Eureka, California, 95501, up to the hour of **5:00 PM, Friday April 3, 2015.**
2. The services to be performed by the successful proposer are described in the Request for Proposals. Copies of the Request for Proposals are available at: <http://www.ci.eureka.ca.gov/rfps/default.asp>. Physical copies can be retrieved from the CITY at:
Community Services Director's Office
531 K Street
Eureka CA 95501
(707) 441-4160
3. All responsive proposals shall be reviewed and evaluated by the CITY in order to determine which proposer best meets the CITY's needs for the PROJECT. The criteria by which the CITY shall evaluate proposals are set forth in the Scope of Work.
4. The CITY reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.
5. Since solicited services are to be funded with CDBG program funds, federal laws and regulations require that all contracts with consultants adhere to all applicable requirements relating, but not limited to, nondiscrimination, equal opportunity, environmental protection, and utilization of small business concerns.
6. The City of Eureka is not responsible for any costs incurred in the preparation of proposals and/or any work rendered by a firm prior to the contract award.



Rob Holmlund
Community Services Director

3/15/15

Date

Background Information:

The City of Eureka has received a Community Development Block Grant (CDBG) for Planning and Technical Assistance for a “Business Read!” Study. CITY is seeking a consultant or consultant team to complete the study. The budget that will be allotted to the selected consultant will be \$69,000.

The Eureka Business Read! Study will research and develop pathways to business success which will equal job growth for the City. The City of Eureka wants to create an environment where businesses can prosper and grow.

Scope of Services:

Each of the following tasks include as a deliverable a chapter of the Final “Eureka Business Read! Study” Report. The final report will contain the following sections:

- Section 1: Eureka Municipal Code (EMC) Analysis and Recommendations
- Section 2: Design Review Analysis and Recommendations
- Section 3: Business Incubator and Economic Gardening Analysis and Recommendations
- Section 4: Customer Service Analysis and Recommendations

Each task includes other deliverables in addition to the sections of the final report. The scope of work for each of the four PROJECT tasks is outlined below.

Task 1: Analysis of Eureka Municipal Code and Staff Implementation of Code

For this task, Consultant will review the Eureka Municipal Code (EMC) for issues that could hinder business and job development. Consultant will review the EMC with the goal of identifying ways in which the EMC can be adjusted to be more “Business Friendly.” Consultant will also assess the EMC from the standpoint of which rules might be a “roadblock” for businesses to start or expand within the City of Eureka.

This task will initiate with a Kick Off meeting in which consultant and CITY will review all PROJECT tasks, deliverables, schedule, and budget.

For this task, Consultant will also conduct an audit, review, and assessment of the Eureka Municipal Code (EMC) for outdated, inapplicable, conflicting, illogical, and cumbersome codes from the perspective of the business and development community. Several staff within various City departments work with the EMC on a daily-basis and will be available to answer questions from consultant as needed.

During the audit process, consultant will organize and conduct a two-hour “Eureka Developer Workshop.” CITY will contact between 10 and 15 key members of the local “development community” and ask them to participate in the workshop. The workshop participants will include local contractors, realtors, consultants, developers, and other individuals that have frequent experience complying with requirements within the EMC. Consultant will be responsible for: developing an agenda for the workshop, facilitating the workshop, and processing results of the workshop. It is expected that the workshop will concentrate on these individuals’ experiences (and frustrations) in understanding and then complying with the EMC. The workshop should also generate suggestions

and recommendations from the participants on how to make the EMC more business friendly.

As an optional addition to the workshop, Consultant may develop a written or on-line survey for the workshop participants and other similar individuals. The purpose of the survey would be to draw additional suggestions and recommendations from the participants on how to make the EMC more business friendly. The survey could be provided to others not in attendance at the workshop.

For this task, Consultant will also conduct an audit, review, and assessment of City staff's implementation of the EMC and staff's processes related to implementation of the EMC. This will be conducted, in part, via an in-person audit of staff in which consultant will "shadow" staff by observing and/or participating in staff interactions with members of the public that are seeking to complete various permits and applications.

Finally, Consultant will complete Section 1 of the Final "Eureka Business Readiness Study" Report.

Task 1 Budget: \$31,000

Task 1 Deliverables:

- 1. In-depth analysis of EMC from a "Business Friendly" perspective*
- 2. Eureka Developer Workshop (virtual or in-person)*
- 3. In-person audit of staff's implementation of the EMC and staff's processes related to implementation of the EMC*
- 4. Section 1 of Final "Eureka Business Readiness Study" Report:*
 - a. Summary and results of audit and analysis of the Eureka Municipal Code (EMC)*
 - b. Summary and results of audit and analysis of City staff's implementation of the EMC and staff's processes related to implementation of the EMC*
 - c. Recommendations for changes to the EMC to make the EMC more business friendly*
 - d. Recommendations for improvements to staff's implementation of the EMC and staff's processes related to implementation of the EMC*

Task 2: Analysis of Eureka Design Review Regulations and Staff Implementation

This task is identically structured to Task 1. This task differs only in that the analysis focuses on Design Review regulations instead of the EMC. Accordingly, many of the activities under this task may be conducted simultaneously with Task 1.

For this task, Consultant will review the City's Design Review regulations for issues that could hinder business and job development. Consultant will review the Design Review regulations with the goal of identifying ways in which the Design Review process can be adjusted to be more "Business Friendly." Consultant will also assess the Design Review regulations from the standpoint of which rules might be a "roadblock" for businesses to start or expand within the City of Eureka.

Consultant will conduct an audit, review, and assessment of the City's Design Review regulations for outdated, inapplicable, conflicting, illogical, and cumbersome requirements from the perspective of the business and development community. Several staff within various City departments work with the Design Review regulations on a daily-basis and will be available to answer questions from consultant as needed.

For this task, Consultant will also conduct an audit, review, and assessment of City staff's implementation of the Design Review regulations and staff's processes related to implementation of the Design Review regulations. This will be conducted, in part, via an in-person audit of staff in which consultant will "shadow" staff by observing and/or participating in staff interactions with members of the public that are seeking to complete various Design Review applications.

Task 2 Budget: \$5,000

Task 2 Deliverables:

- 1. In-depth analysis of City's Design Review regulations from a "Business Friendly" perspective*
- 2. In-person audit of staff's implementation of the Design Review regulations and staff's processes related to implementation of the Design Review regulations.*
- 3. Section 2 of Final "Eureka Business Read! Study" Report:*
 - a. Summary and results of audit and analysis of the Design Review regulations*
 - b. Summary and results of audit and analysis of City staff's implementation of the Design Review regulations and staff's processes related to implementation of the Design Review regulations*
 - c. Recommendations for changes to the Design Review regulations to make the Design Review regulations more business friendly*
 - d. Recommendations for improvements to staff's implementation of the Design Review regulations and staff's processes related to implementation of the Design Review regulations*

Task 3: Analysis of Business Incubator and Economic Gardening Opportunities

The City of Eureka has not had significant success in the past attracting companies from outside the area to relocate within the City limits. The City has also not historically invested significant effort into a business incubator model aimed at assisting local entrepreneurs initiating new business start-ups. Efforts to help locally-sourced business expand within Eureka have also met with limited success. Yet, the City of Eureka remains committed to each of these goals. The purpose of this task is to identify processes in which the City can create local jobs by fostering the creation of new businesses and by fostering the expansion of existing businesses.

For this task, Consultant will research the opportunities for a Business Incubator within the City limits of Eureka. This analysis will include a review of a range of potential industry categories (i.e. "industry clusters") that have the greatest potential to be a successful incubator in Eureka and to ultimately add jobs to our local economy. The industry categories identified should be relatively specific, such as "software

development firms,” “cell phone part manufacturers,” “bakeries,” “artist studios,” “mixed use manufacturing,” “specialty-food processing/packaging,” etc. The list should only include categories that have a realistic probability of succeeding in Eureka. In the proposal, Consultant should identify a process through which the list of potential industry categories will be developed. This could be via interviews with key local individuals, analysis of local economic data, and/or other methods. Consultant must conduct some form of stakeholder outreach (interviews, surveys, workshops, etc.) in order to identify some potential users and/or developers of the potential facilities. In the proposal, Consultant should also identify a process through which the list of potential industry categories will be evaluated and screened in order to identify the top two to four categories that have the greatest potential to be successful incubators in Eureka.

For each of the final two to four industry categories identified, Consultant must provide basic parameters for facility requirements, such as facility size (or range of sizes), general types of optimal facility location(s), energy supply considerations, water supply considerations, wastewater requirements, transportation/shipping requirements/constraints, likely environmental constraints, likely regulatory constraints, likely social constraints (e.g. noise, odor, etc.), and other considerations. These basic parameters could take the form of a “basis of design.”

For each of the final two to four industry categories identified, Consultant must provide some basic financial analysis, including the approximate range of jobs that could be created, the approximate range of average salaries that could be generated, and other related data. Consultant must also analyze options for “startup funding,” finance structures, and structures of City subsidies in support of an incubator.

CITY encourages Consultant to develop creative approaches to this task and to suggest other approaches related to business incubator analyses.

As an optional activity in this task, Consultant may conduct a “siting study” of specific locations in which an incubator could be built or existing available buildings that could be converted to such a use.

As a part of this task, Consultant must also evaluate ways the City can implement an “Economic Gardening Program” similar to the program developed in 1989 by the City of Littleton, Colorado. Consultant must include considerations for this type of program in the stakeholder outreach and economic data analysis described above under business incubator.

Task 3 Budget: \$28,000

Task 3 Deliverables:

- 1. Analysis of potential business incubator models in Eureka. Analysis must be based to some degree on local economic data.*
- 2. Analysis of potential Economic Gardening Program in Eureka*
- 3. Some form of “stakeholder” outreach to poll potential users and/or potential developers. Outreach may take the form of interviews, surveys, workshops, etc.*
- 4. Section 3 of Final “Eureka Business Read! Study” Report:*

- a. *List of potential industry categories suitable for a business incubator (and methodology for development of list)*
- b. *Process through which the list of potential industry categories will be evaluated and screened*
- c. *General basis of design for two to four business incubators*
- d. *Basic financial analysis of business incubators*
- e. *Analysis of potential Eureka Economic Gardening Program*
- f. *Recommendations*

Task 4: Analyze Opportunities for Improvement in Customer Service Delivery

Nearly all development projects that occur in the City of Eureka require some form of a permit or process that requires developers to interact with City staff. Interactions typically occur at “the counter.” The City has periodically received complaints that we have room for improvement in the realm of “customer service,” especially our services at “the counter.”

For this task, Consultant will study the City’s “Customer Service” model and our processes of interacting with developers at “the counter.” Consultant will evaluate these processes from the perspective of developers. This may take one or more of several forms. Potential approaches may include:

- Unscheduled and unannounced “blind surveys,” in which a member of the Consultant team brings a “fake project” to the Counter and experiences the process of interacting with staff. Department Managers can assist with preparing fake projects.
- Several hours of “shadowing” City staff to observe the City’s processes
- A “counter camera” that randomly records one out of every ten counter interactions
- Other forms developed by Consultant

CITY strongly encourages Consultant to conduct research for this task during Tasks 1 through 3. CITY also encourages Consultant to develop creative approaches to this task.

Following the Consultant’s analysis, Consultant will make recommendations for how to improve the City’s internal processes in order to improve developers’ “counter experience” and to improve City staff’s delivery of “customer service.”

Task 4 Budget: \$5,000

Task 4 Deliverables:

1. *Section 4 of Final “Eureka Business Read! Study” Report:*
 - a. *Analysis and evaluation of “counter experience” and “customer service.”*
 - b. *Recommendations*

Other Activities:

The following additional activities must also be completed during this PROJECT. Consultant must propose to conduct these activities within the budget and timeline of the above Tasks. The following additional activities must be accounted for in the Consultant's proposal and fee. These activities may be presented as a seventh task, but budget for these tasks must be accounted for from among the above tasks. Due to the granting agency requirements, the budget may not be moved between tasks.

The following additional activities must be accounted for in the Consultant's proposal:

- PROJECT kickoff meeting (virtual or in-person)
- Periodic PROJECT management meetings (virtual or in-person; frequency to be established by Consultant)
- Overall PROJECT management
- Submittal of comprehensive final draft report to City staff (must include Sections 1 through 4)
- Final presentation to City Council (this task may be optional as City staff could conduct the final presentation to Council)

Delivery of RFP:

It is the Proposer's responsibility to ensure that the RFP is received by CITY prior to the hour and date for submittal of the proposal specified in the Request for Proposal. Any proposals received by CITY after the hour and date shall be rejected and returned unopened. Proposals shall be mailed or hand-delivered to Robert Holmlund, Community Development Office, 531 K Street, Eureka, California, 95501. Proposals shall be received by 5:00 PM, Friday, April 3, 2015. Postmarks will not be accepted. The Proposal shall also be submitted by email by 5:00pm on April 3, 2015, to Maggie Gurley at mgurley@ci.eureka.ca.gov. All proposals, whether selected or rejected, shall become the property of CITY. CITY is not responsible for proposals delivered to a person/location other than specified above.

Format of RFP:

All submittals shall be typewritten or printed in ink clearly and legibly, in conformance with this RFP. Proposals shall be printed double-sided. Five (5) bound copies and one (1) unbound copy of the proposal shall be submitted in an envelope plainly marked on the outside: "Proposal for Eureka Business Read! Study." Cost estimates shall be submitted in a sealed, separate envelope.

Contents of Proposal:

Proposals shall include the following information presented in a clear and concise format in order to demonstrate the Proposer's related experience, competence and professional qualifications for the satisfactory performance of the services outlined in the PROJECT "Scope of Work" section of this Request for Proposals.

1. Cover Letter (5 points): A cover letter (2 pages maximum) outlining consultant's interest in the PROJECT. Cover letter may include other information.

2. Firm Experience (20 points):
 - a. Firm Profile: Overview of consulting firm(s) and description of services offered.
 - b. Project Descriptions: A minimum of three descriptions of recent projects for which the Project Team has performed services of similar size, scope, and complexity. Each project shall include the name, contact person, address, phone number of each party for whom the service was provided, a description of the service performed, the dollar amount of the contract, and the dates of performance.
 - c. Team Member Biographies: Brief professional biographies of the principals, employees, agents, and subconsultants (PROJECT team) which the proposer will assign to this PROJECT. Biographies shall include: a summary of the qualifications, licenses, and experience of each individual; the approximate number of hours each will devote to the PROJECT; and the type of work to be performed by each individual. The CITY will retain under its Agreement with the successful Proposer the right of approval of all persons performing under the Agreement.

3. Understanding and Scope (45 points):
 - a. Understanding: A brief summary of the Consultant's understanding of the overall PROJECT. This section should include a summary of consultant's understanding of how this PROJECT will affect various stakeholders, various sectors, and staff of the City of Eureka.
 - b. Scope of Work: A detailed scope of work outlining the Consultant's proposed approach to each of the tasks in the scope of work. This must be based on the scope outlined above. Consultants are encouraged to develop creative and innovative approaches.

4. Schedule and Management Plan (25 points):
 - a. Schedule: A work plan or schedule for all services necessary to complete this PROJECT. The proposal shall specify the major PROJECT tasks and the expected time of completion for each task based on the scope of services outlined in the proposal.
 - b. Management Plan: This PROJECT includes a range of diverse tasks that must be completed in five months with a maximum budget of \$69,000. Per CDBG requirements, neither the budget, schedule, nor scope can be altered from that which is presented in this RFP. At no point during the PROJECT will CITY increase the budget, extend the timeline, or alter the scope. Accordingly, proposals must include a brief description of the consultant's "budget and schedule management plan" that describes the consultants approach and commitment to working within the established budget, schedule, and scope. The plan does not need to include great detail, but must demonstrate the consultant's overall PROJECT management approach to satisfying the scope within the established schedule and budget.

It should be noted that the scope presented above is based on the scope

that was in CITY's approved grant application to CDBG. The granting agency requires that CITY maintain the same scope that was submitted in that grant proposal. Therefore, all consultant proposals must cover all scope items presented above. However, it is possible for consultants to develop creative approaches as necessary to accomplish the scope within the required budget. To state this in another way, CITY expects the selected consultant to satisfy the scope in the RFP with the understanding that the consultant may interpret scope items and develop creative approaches as necessary to accomplish the scope within the required budget/schedule.

5. Other Requirements (5 points):

- a. A statement of willingness to comply with CDBG state and federal requirements as presented in Appendix A.
- b. A statement which discloses any past, ongoing, or potential conflicts of interest which the Proposer may have as a result of performing the work on this PROJECT.
- c. A statement confirming that consulting firm is operating under a legitimate business license.
- d. A statement confirming that consulting firm, if selected, can issue certificates of insurance.
- e. The proposal must be signed by an authorized representative of the Proposer.
- f. Applicants shall submit copies of their proposal to CITY by mail or hand delivery by 5:00pm on April 3, 2015. Postmarks will not be accepted.
- g. Applicants shall also submit a copy of their proposal to CITY by email to mgurley@ci.eureka.ca.gov by 5:00pm on April 3, 2015.
- h. Fee: A total "Not to Exceed" cost of the services, including a Fee Schedule describing all charges and hourly rates of service and any expenses to be reimbursed shall be included with the percentage of PROJECT costs. The scope of work section above identifies the budget for each task. Budget may not be moved between tasks. Cost estimates must be submitted in a sealed, separate envelope.

The City of Eureka is not responsible for any costs incurred in the preparation of proposals and/or any work rendered by a firm prior to the contract award.

Submittal of Questions and Release of Addendum #1:

This RFP was released on Friday, March 13, 2015. Questions regarding the RFP shall be submitted to CITY via email (mgurley@ci.eureka.ca.gov) no later than March 25, 2015. On March 27, 2015, CITY will post Addendum #1 on the City's website.

Addendum #1 will answer the questions posed. CITY shall not be responsible for any explanations or interpretations of the Request for Proposal other than by Addendum #1 which will be posted on the City's website on March 27, 2015. No oral interpretations of any provision in the Request for Proposals shall be binding upon CITY.

PROPOSAL EVALUATION

The City of Eureka is using the competitive proposal process, wherein the experience and approach of each submitted proposal is evaluated as it relates to the Scope of Services and other elements outlined in this RFP. All proposals will be reviewed and rated by a selection panel according to the following criteria:

1.	Cover letter outlining consultant's interest in PROJECT.	5 points
2.	Overall experience of firm in conducting activities similar to those in the Scope of Services.	20 points
3.	Consultant's overall understanding of the PROJECT and quality of the approach presented in the Scope of Services	45 points
4.	Schedule and management plan	25 points
5.	Other requirements	5 points
Total		100 Points

The City of Eureka reserves the right to negotiate final scope of services, accessibility and maximum administration funds to be available under this proposal with the successful firm. An evaluation committee will be assembled to review all proposals and will report its recommendation to the City Manager and City Council.

The City of Eureka, its Governing Body, whom retains the right to reject any and all proposals, will award the contract. Selection will be made within 15 days of the proposal deadline, if possible. The City of Eureka reserves the right to award a contract to the firm that presents the proposal, which in the sole judgment of the City of Eureka, best serves the City of Eureka. The City of Eureka reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, and/or to negotiate minor deviations with the successful firm.

Prior to contract awarding the selected firm shall obtain a business license and submit certificates of insurance naming the City of Eureka, its officers, officials, employees, and volunteers as additional insured. Insurance coverage and amounts are specified in the Contract (attached).

CDBG PROGRAM REQUIREMENTS

Firms shall be required to adhere to the contracting requirements set forth by HCD's Community Development Block Grant Program and must:

1. Maintain at least the minimum State-required Worker's Compensation Insurance for employees who will perform work under the awarded contract for the entire term.
2. Maintain, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the firm, or any subcontractor in performing the scope of work under the awarded Contract.
3. Not be listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible contractors/individuals.

4. Retain all books, records, accounts, documentation, and all other materials relevant to the contract for a period of five (5) years from date of termination of the contract, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to the contract, and any amendments, whichever is later.
5. Permit the State, Federal government, the Bureau of State Audits, HCD and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the Contract for the purpose of monitoring, auditing, or otherwise examining said materials.

City Reservation of Rights:

The City reserves the right, at its sole discretion, to use without limitation, concepts, and data submitted in response to this RFP, or derived by further investigation thereof. The City further reserves the right at any time and for any reason to cancel this solicitation, to reject any or all proposals, to supplement, add to, delete from, or otherwise alter this RFP if the conditions so dictate. The City may seek clarification from a potential consultant at any time and failure to respond promptly may be cause for rejection. The City also reserves the right to interview only those firms that the City finds, in its determination, the most advantageous services and to negotiate with one or more vendors to establish contract terms acceptable to the City.

Compliance with State and Federal Laws:

The consultant shall certify compliance with all applicable laws and regulations, both State and Federal. Consultant shall comply with all CDBG Standard Contract and Proposal requirements including but not limited to those found in Attachment A of this document.

ATTACHMENT A

CDBG STANDARD CONTRACT AND PROPOSAL LANGUAGE

"Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications"

Department of Housing and Community Development

Federal overlays for contracts funded in whole or in part with CDBG funds.

For this Exhibit, the term "contractor" is defined as a party to a signed contract.

FEDERAL TERMS AND CONDITIONS:

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

AFFIRMATIVE ACTION:

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

SECTION 3:

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

NON-DISCRIMINATION CLAUSE:

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

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

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

EQUAL OPPORTUNITY:

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

1. The Contractor with comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,1965, so that such provisions will *be* binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided,* That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in

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

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

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

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

INSURANCE:

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

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

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

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

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS: Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

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

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

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

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

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

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

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

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

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

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

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

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

D/MBE/WBE IMPLEMENTATION GUIDELINES:

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

1. The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.eov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any

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

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