



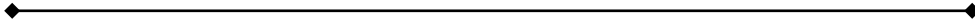
**REQUEST FOR PROPOSAL**

For

**CONTRACT/GRANT ADMINISTRATION FOR GRANT FUNDED PROGRAMS  
OR PROJECTS**

Proposals Due by: Tuesday, May 14, 2024 @ 5:00 p.m.

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**CONSULTANT FIRMS TO PROVIDE  
Contract/Grant Administration for Grant Funded Programs or Projects**

**Introduction**

The City of Corning is seeking consultants to prepare proposals and implement programs and projects to be financed in whole or in part by grants derived from various funding sources, including but not limited to State and U.S. Federal funds. The City has previously been awarded CDBG funding for Public Facilities and Planning and Technical Assistance. In addition, this Request for Proposals would encompass potential future projects for Housing, Public Improvements, Community Facilities, Public Services, Disaster Relief and Economic Development Programs. This Request for Proposals seeks qualified consultants for programs including, but not limited to, Community Development Block Grant (CDBG), Community Project Funding (CPF), American Rescue Plan Act (ARPA) and Federal Emergency Management Agency (FEMA).

**CONSULTANTS SHOULD INDICATE WHICH EXPERIENCE THEY HAVE AND TO WHAT EXTENT THEY SPECIALIZE.** The City will select the most qualified consultant for each project areas on a per-project basis. Firms will not be required to do all specialty areas to be considered for selection.

Grant programs require local jurisdictions to follow stringent federal and state laws and regulations. Numerous and often complex reporting requirements must be met in a timely fashion. The City is seeking a response to this Request for Proposal from qualified consultants to administer and implement the City's various grant programs for the next five years. This RFP includes a description of the scope of work, proposal requirements and instructions for submitting your proposal. In the event that any revisions to this RFP are required, a written addendum will be issued to all recipients of the original RFP.

All inquiries regarding this RFP may be directed to:

Brant Mesker  
City Manager  
794 Third Street  
Corning, CA 96021  
Phone: (530) 824-7029  
Email: [bmesker@corning.org](mailto:bmesker@corning.org)

**Request for Proposals**

The City of Corning is seeking a Contract Grant Administrator to provide services to the City for the administration and implementation of the potential projects or programs listed above. The response to the "Request for Proposals" must be made according to the requirements set forth in this RFP. Failure to adhere to these requirements or to include conditions, limitations or misrepresentations may be cause for rejection of the submittal.

The following represents the tentative schedule:

Release Request for Proposals	Tuesday, April 23, 2024
Deadline for Questions	Tuesday, April 30, 2024
Proposal Deadline	Tuesday, May 14, 2024
Evaluations/Contract Negotiations/Award	TBD based on projects

Consultant's proposal shall include all preparation, oversight, documentation, coordination, consultation, meetings, reviews, etc. as necessary to comply with all requirements for the project or program. This shall include, but is not limited to the following:

- A. Cover letter including the title of this RFP, name and mailing address of company, and the contact person including email address and telephone number. The cover letter must be signed by an officer empowered by the firm to sign such material and thereby commit the firm to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in the RFP and a commitment to enter into a binding contract.
- B. A brief history and detailed summary of your firm's qualifications and specific experience. **CONSULTANTS SHOULD INDICATE WHICH SPECIALTY THEY ARE APPLYING FOR.** The City will select the most qualified consultant for each project area on a per-project basis. Firms will not be required to do all specialty areas to be considered for selection. Firms may be selected for more than one specialty area.
- C. A statement of your firm's policy regarding affirmative action, and indication if your firm is a small business and/or minority or woman owned business.
- D. Experience of firm and individual team members as it pertains to State and Federal grant funded project contracts and grant administration and implementation, including funding procedures and Labor Standards Compliance Regulations (include resumes and references).
- E. List of similar work performed by the firm, including location and type of project. The City may contact past clients for references. Provide the name and telephone number of a reference for each project listed.
- F. Provide a preliminary cost estimate for each type of grant, including hourly rates for personnel who will be assigned to the grant projects. Also provide a cost estimate for application preparation for each type of grant.
  1. Provide the hourly rate for each project team member who would be assigned to this project and the estimated number of hours required for each task.
  2. Indicate other expenses that are requested to be reimbursed.
  3. Consultant shall identify any personnel and overhead costs associated with periods of project inactivity or delay.
- G. Organizational chart applicable to this project identifying the project manager, key personnel, and supporting staff. Specific responsibilities of each person should be detailed. Please include the firm's capacity to perform the tasks/projects in a timely and efficient manner.
- H. Knowledge of the City of Corning (list any previous experience with the City);
- I. Acknowledgement that the selected Contractor will be required to execute a City Standard Professional Services Agreement with the City.

**Scope of Work**

The Scope of Work is described in Exhibit A. The selected contractor shall conduct these projects in accordance with state and federal laws and regulations and Federal Mandatory Conditions, Exhibit B.

**Submittal of Proposals**

The entire proposal may be submitted by email by Tuesday, May 14, 2024 at 5:00 p.m. to the following:

Corning City Hall  
Attn: Brant Mesker  
Email: bmesker@corning.org

Alternately, a hard copy of the Proposal may be submitted by Tuesday, May 14, 2024 at 5:00 p.m. either in person or by mail to the following address:

Corning City Hall  
Attn: Brant Mesker  
794 Third Street  
Corning, CA 96021

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

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

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

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

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

**Method and Criteria for Selection**

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

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

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

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

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

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

<b>Evaluation Score Methodology:</b>	<b>Points Available</b>
Capacity to perform required Scope of Work	30
Experience and qualifications of individuals identified in the consultant's project team	30
Thoroughness of the Scope of Work, milestones, schedule, cost analysis, and approach to completing the project	30
Demonstrated ability to perform tasks/projects in a timely and efficient manner	10
<b>Total</b>	<b>100</b>

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

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

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

### **Disputes Relating to Proposal Process**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the City within ten calendar days of the date of the recommendation award or denial letter.

Grounds for an appeal is that the City failed to follow the selection procedures and adhere to requirements specified in this RFP or an addenda or amendments thereto; there has been a violation of conflict of interest as provided by California Government Code section 87100 et seq; or violation of Federal or State law. The City will consider only those specific issues addressed in the written appeal.

The City shall consider any matter appealed during a scheduled hearing, within thirty days of receipt. The decision of the City Manager shall be final with respect to the matters of fact.

All disputes and/or appeals must be submitted to:

City of Corning  
Brant Mesker  
794 Third Street  
Corning, CA 96021

### **Contract Termination/Debarment**

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

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

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

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

### **Insurance Requirements**

Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate.
- General Liability:
  - General Aggregate: \$2,000,000; Products Comp/Op Aggregate: \$2,000,000
- Each Occurrence \$1,000,000
- Workers' Compensation Statutory Limits
- Automobile Liability
- Any vehicle, combined single limit \$1,000,000.

### **Conflict of Interest**

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to federal grant 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 grant-assisted activity, or have a financial

interest in any contact, subcontract or RFP with respect to a grant-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

**Assignment**

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

**Federal Terms and Conditions**

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations.



**SCOPE OF WORK****General Administration:**

- 1) Prepare notification for and conduct all required public meetings and hearings.
- 2) Prepare funding applications for grants derived from various funding sources, including but not limited to State and U.S. Federally funded grants as requested by the City.
- 3) Complete all contract special conditions including environmental review, anti-displacement and relocation assistance plan, program income reuse plan, etc.
- 4) Prepare program guidelines.
- 5) Conduct any necessary procurement for subcontractors, as requested, including preparation of Request for Proposals/Qualifications, solicitation of qualified bidders, advertisements, etc.
- 6) Assist in the preparation of contracts, as requested, for subcontractors and subrecipients.
- 7) Complete all required program reporting to the federal entity charged with administering the program.
- 8) Maintain all program fiscal records including preparation of Cash Requests, monitoring payments to subcontractors, and coordination with the City Manager.
- 9) Supervise loan packagers for housing or small business loan programs.
- 10) Prepare public information file.
- 11) Act as principal liaison with the entity charged with administering the program.
- 12) Schedule, notice, and conduct meetings of housing and small business loan committees and technical advisory groups, as necessary.
- 13) Oversee program Equal Opportunity compliance including referrals for housing discrimination complaints and preparation of necessary language regarding equal opportunity, Section 3, Section 504 in advertisement, bid packages, and contracts.
- 14) Oversee screening of program applicants for income eligibility.
- 15) Prepare program records for monitoring by State representatives, conduct site visits, respond to comments, and correct any findings required.
- 16) Attend any related trainings or informational meetings conducted by the administering entity.
- 17) Meet all administrative milestones set forth in any grant contract made a part of this agreement.

## **Federal Terms and Conditions**

### **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 Federal Government and subject to 24 CFR 85.36(e). The 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 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 will 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 grant 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 grant-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a grant-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 to 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, and the administering federal entity, 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.