



## FINANCE

### **CITY OF LANCASTER, CA REQUEST FOR PROPOSAL NO 821-24**

PROVIDE PROFESSIONAL SERVICES FOR THE ADMINISTRATION OF THE HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENTS PARTNERSHIP (HOME) PROGRAM, CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT (HCD) DEPARTMENT CAL-HOME PROGRAM, AND UPDATE(S) OF THE CITIZEN PARTICIPATION PLAN, LANGUAGE ASSISTANCE PLAN (LAP) AND LANGUAGE ASSESSMENT FOUR-FACTOR ANALYSIS PLAN (LEP)

SUBMISSION DEADLINE  
JUNE 12<sup>TH</sup>, 2024  
BY 2:00P.M.  
(13:59:59 – ACCORDING TO THE CITY'S OFFICIAL PROPOSAL CLOCK)

SUBMIT TO:  
OFFICE OF THE CITY CLERK  
LANCASTER CITY HALL  
44933 FERN AVENUE  
LANCASTER, CA 93534

For question concerning this RFP contact by email only:  
Purchasing Department  
[Bidinquiries@cityoflanasterca.gov](mailto:Bidinquiries@cityoflanasterca.gov)

**REQUEST FOR PROPOSAL TO PROVIDE PROFESSIONAL SERVICES FOR THE ADMINISTRATION OF THE HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENTS PARTNERSHIP (HOME) PROGRAM, CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT (HCD) DEPARTMENT CAL-HOME PROGRAM, AND UPDATE(S) OF THE CITIZEN PARTICIPATION PLAN, LANGUAGE ASSISTANCE PLAN (LAP) AND LANGUAGE ASSESSMENT FOUR-FACTOR ANALYSIS PLAN (LEP)**

**INTRODUCTION**

The City of Lancaster (City) is a charter City incorporated in 1977. The City is governed by a five-member City Council whose members are elected at large and operate under a Council/City Manager form of government. The City serves as the northern boundary of Los Angeles County, with Kern County to the north. The City is the largest city in the Antelope Valley, with a population of approximately 160,000 across 94 square miles.

The City is seeking proposals from interested and qualified individuals, organizations, or firms, hereinafter referred to as "Consultant," with expertise and understanding of:

- A. U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) entitlement grants.
- B. California Housing and Community Development (HCD) Department Cal-Home program grant
- C. Conduct and update the City's Four Factor Analysis plan (LEP), update of the Language Assistance Plan (LAP) and update of the Citizen Participation Plan.

This RFP contains the information and documents necessary to prepare and submit a responsive proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this proposal and that it is able to achieve the City's objectives. Requests for modifications to the submitted proposal packet on the grounds that the Proposer was not fully informed as to any fact or condition will not be allowed. The City reserves the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

## SCOPE OF SERVICES

### CDBG AND HOME IMPLEMENTATION AND ADMINISTRATION

Provide staffing and other resources as required to perform the following:

- a. Administration and implementation of the City's CDBG and HOME programs. Work with City staff to determine project eligibility along with monitoring of programs to assure compliance with all Federal, State, and local reporting requirements.
- b. Prepare reports, as required by HUD, including but not limited to:
  1. **2025-2029 Consolidated Plan and all Annual Action Plan(s)**,
    - Prepare a Consolidated Plan that addresses each required element pursuant to federal regulations, as well as Part 91 of Chapter 24 of the Code of Federal Regulations (CFR): Consolidated Submissions for Community Planning and Development Programs.
    - Perform relevant consultations and data collection to complete the required HUD tables and the analysis of housing and non-housing needs.
    - Prepare an Executive Summary for the Consolidated Plan.
    - City staff will assist Consultant, as needed to assess the existing community needs as necessary to develop new strategies, goals, and priorities.
    - City staff will assist Consultant, as needed, with development of new strategies, objectives, priorities, and programs and will assist Consultant with inclusion in the Consolidated Plan.
    - Develop and incorporate performance measurements, where needed, as required by HUD regulations.
    - Conduct consultations with private agencies, public agencies and community groups as required.
    - Provide a list of resources to include, at a minimum, a list of all data sources, copy of all data collected, including consultations, records, and other supporting documentations used to develop the Consolidated Plan in Microsoft Office Word/Excel or PowerPoint format.
    - Provide up to five copies of the draft 2025-2029 Consolidated Plan/First Year Action Plan, five sets of the approved final plan, and electronic copies of these files in Microsoft Office Word format.
    - Utilize HUD Community Planning Development Mapping Tool.
    - Prepare a 2025-2026 program year Annual Action Plan for the first year of the 2025-2029 Consolidated Plan, describing the actions, activities and specific federal and non-federal resources that will be used to address the priority needs and specific goals identified by the Consolidated Plan.
    - Prepare the 2025-2029 Consolidated Plan. Consultant will ensure that the formats are consistent with 24 CFR 91.220.
    - Consultant will produce computer-generated maps to indicate geographically, how the City of Lancaster will direct assistance to low-income concentrated areas during fiscal years 2025-2029.
    - Maps to be incorporated into the First Year Action Plan.
- c. Annual CAPER, Quarterly Cash on Hand reports, Section 3 reports, annual funding applications, and other reports as required by HUD.
- d. Setup and maintenance of IDIS and/or DRGR records, including preparation of requested reports. Prepare draw-down requests for reimbursement of expended funds at a minimum quarterly basis or

- more often as directed.
- e. Coordinate with HUD field office staff and City representatives on CDBG or HOME related issues as needed and aid with all program monitoring and audit preparation.
  - f. Work with City staff to prepare funding plans for CDBG / HOME funded activities.
  - g. Prepare and maintain files and contracts for CDBG/HOME activities.
  - h. Coordinate with City staff in the identification, management, and completion of all CDBG / HOME funded projects, including preparation and review of federal funding requirements as part of construction bid packages, requests for proposals, monitoring reports, public notices, staff reports, etc.
  - i. Review and process all CDBG Capital Improvement project invoices.
  - j. Monitor all Capital Improvement projects during construction. Monitoring includes the implementation of Davis-Bacon labor compliance and monitoring and Section 3 compliance.
  - k. Review completed projects for all necessary compliance issues.
  - l. Prepare all necessary Environmental Review forms and documentation for all HUD projects.
  - m. Provide regularly scheduled meetings with City staff.
  - n. Any other activities as required to properly administer the programs, which may include the creation of program guidelines, policies and procedures, and any necessary program forms and documents.

#### **ADMINISTRATION OF SUB-RECIPIENT CONTRACTS**

- a. Preparation of a NOFA on an annual basis for social services funding. Work with City staff to prepare a funding plan for recommended social service providers.
- b. Prepare files and contracts for each of the funded social service and fair housing administration providers.
- c. Provide technical assistance (TA) to sub-recipients in the form of online training and informational workshops.
- d. Process all sub-recipient invoices.
- e. Monitor all sub-recipients on an annual basis.

#### **IMPLEMENTATION AND ADMINISTRATION OF THE CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT (HCD) DEPARTMENT CAL-HOME GRANT**

- a. Administration and implementation of the City's Cal-Home program. Work with City staff to determine project eligibility along with monitoring of programs to assure compliance with all State and local reporting requirements.
- b. Development of program guidelines, policies and procedures, and any necessary program forms and documents.
- c. Setup and maintenance of records, including preparation of requested reports. Prepare draw-down requests for reimbursement of expended funds at a minimum quarterly basis or more often as directed.
- d. Coordinate with HCD staff and City representatives on Cal-Home related issues as needed and aid with all program monitoring and audit preparation.
- e. Prepare and maintain files and contracts for Cal-Home activities.
- f. Coordinate with City staff in the identification, management, and completion of all Cal-Home funded projects, including preparation and review of funding requirements as part of construction bid packages, requests for proposals, monitoring reports, public notices, staff reports, etc.
- g. Review and process all Capital Improvement program related invoices.
- h. Monitor all Capital Improvement projects during construction. Monitoring includes the

implementation of Davis-Bacon labor compliance and monitoring. Review completed projects for all necessary compliance issues.

- i. Review completed projects for all necessary compliance issues.
- j. Provide regularly scheduled meetings with City staff.
- k. Any other activities as required to properly administer the program.

**CITIZEN PARTICIPATION PLAN:**

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

**LANGUAGE ASSISTANCE PLAN (LAP) AND LANGUAGE ASSESSMENT FOUR-FACTOR ANALYSIS:**

- a. City staff will assist Consultant, as needed, with the development of an updated Language Assistance Plan and Language Assessment Four Factor Analysis.
- b. Updated plans must comply with Title VI of the Civil Rights Act of 1964 to ensure meaningful access to programs and activities by limited English proficient persons.
- c. Provide copies of the draft version of each plan, final plans, and electronic copies of these files in Microsoft Office Word format.
- d. Document all data sources used to develop the updated plans.

**SCHEDULE OF COSTS**

- a. Consultant to provide a schedule of hourly billing rates for all staff and provide a list of reimbursable items.
- b. Provide a schedule of costs by service areas (e.g., preparation of Consolidated Plan administration of program, etc.).

## PROPOSAL FORMAT AND CONTENT

Proposals shall adhere to the following format for organization and content. Responses should emphasize the Consultant's demonstrated ability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals (an original and three copies) shall not exceed 15 single sided pages and must be typed and arranged / divided in the following sequence to facilitate evaluation:

1. **Introductory Letter with Executive Summary:** This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this section to a total of three (3) pages including the separate sheet.
2. **Profile of the Proposing Organization(s):** This section shall include a brief description of the Proposer's organization size and structure. Include a discussion of the Proposer organization's financial stability, capacity, and resources. Include all other organizations participating in the Proposal, including similar information about those organizations.

Additionally, this section shall indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result. Include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

3. **Conflict of Interest Statement:** The proposing Consultant shall disclose any financial, business, or other relationship with the City of Lancaster that may have an impact on the outcome of the contract or the project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the project that will follow.
4. **Qualifications of the Organization/References:** This section shall include a brief description of the Proposer's and any sub-Proposer's qualifications and previous experience on similar or related projects.

Submittals shall include a detailed description of a minimum of three (3) project within the past five (5) years which include the following information:

- Contracting agency
  - Contracting agency contact information
  - Project Objective
  - Project Description
  - Project Outcome
5. **Work Plan and Schedule of Work:** This section shall present a well-conceived service plan, including a project schedule and a full description of major tasks and subtasks.

This section for the proposal shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Elaborate as to

how your organization can and will uniquely accomplish the mission of this project. Succinctly describe the proposed approach for addressing the required services and the organization's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services.

This section shall address the cost control and budgeting methodology of the Proposer. The Proposer shall establish they have a system or process for managing cost and budget and provide evidence of successful budget management for a similar project.

6. **Project Staffing:** This section shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title, and specific responsibilities on the project. An organizational chart for the project and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.
7. **Copy of License:** Please provide a copy of any license documentation (if applicable) that relates to the organization being uniquely qualified to support this project.
8. **Sample Curriculum:** Please provide a sample curriculum from another project or program that the organization has developed and managed previously. Include statistics about the project or program for which the curriculum was developed.
9. **Cost Proposal:** Provide a fee schedule/pricing information for the project per Exhibit C – Cost Proposal. This section shall include all proposed costs to provide the services desired. Provide a lump sum for each of the tasks listed and a 10-H1 Form (provided as part of Exhibit C) for each task to show how the lump sum fee was determined. Proposals shall be valid for a minimum of 180 days following submission.
10. **Exceptions to Professional Services Agreement:** The Proposer shall list any exceptions to the Professional Services Agreement/insurance requirements (Exhibit D – Sample Agreement).
11. **Signature Sheet:** Complete the included signature sheet and include it with the proposal submission.

## EVALUATION OF PROPOSALS

All proposals will be evaluated by the City Selection Committee (Committee). The Committee may be composed of City staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contact during the evaluation phase shall be through the City Purchasing Agent via email ([bidinquiries@cityoflancafterca.gov](mailto:bidinquiries@cityoflancafterca.gov)) only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by a Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of the Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP.

### Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero-to-five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is four hundred (400) points. A committee of at least three staff shall evaluate all Proposals.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by evaluation committee members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Organization of Proposal	10
2	Cost Proposal	30
3	Project Staffing	10
4	Work Plan & Schedule of Work	10
5	Sample Curriculum	10
6	Conflict of Interest Statement	Pass / Fail
7	Signature Sheet	Pass / Fail
8	References	10
	<b>Total:</b>	80

## Written Evaluation Criteria Scoring Defined

1. Organization of Proposal (10 points)
  - a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria, and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.
2. Cost Proposal (30 points)
  - a. Proposal clearly defines cost in spreadsheet format.
3. Project Staffing and Approach (10 points)
  - a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct services on both federal and non-federal aid projects.
  - b. Describes familiarity of the project and demonstrates an understanding of work completed to date and project objectives moving forward.
  - c. Roles and Organization of Proposed Team
    - i. Proposes adequate and appropriate disciplines for the project team.
    - ii. Some or all team members have previously worked on a similar project(s).
    - iii. Overall organization of the team is relevant to City needs.
  - d. Project and Management Approach
    - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
    - ii. Team successfully addresses the programming efforts.
    - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
  - e. Roles of Key Individuals on the Team
    - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
    - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
  - f. Working Relationship with the City
    - i. Team and its leaders have experience working in the public sector and knowledge of the public sector procurement process.
    - ii. Team leadership understands the nature of public sector work and its decision-making process.
    - iii. Proposal responds to the need to assist the City during the project.
4. Work Plan and Schedule of Work (10 Points)
  - a. Detailed Scope of Services to be provided:
    - i. The proposed scope of services is appropriate for all phases of the work.
    - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.

- b. Project Deliverables
    - i. Deliverables are appropriate to the schedule and scope set forth in the above requirements.
  - c. Schedule of Work
    - i. Schedule shows completion of the work within or preferably prior to the City overall time limits as specified in Scope of Work.
    - ii. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and federal-aid compliance.
    - iii. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.
  - d. Cost Control and Budgeting Methodology
    - i. Proposer has a system of process for managing cost and budget.
    - ii. Evidence of successful budget management for a similar project.
5. Sample Curriculum (10 points)
- a. Sample curriculum provided from another project or program that the organization has developed and managed previously.
    - i. Statistics included about the project or program for which the curriculum was developed.
6. Conflict of Interest Statement (Pass/Fail)
- a. Discloses any financial, business, or other relationship with the City that may have an impact on the outcome of the contract or the project.
  - b. Lists current clients who may have a financial interest in the outcome of this contract or the project that will follow.
7. Signature Sheet
- a. Attached Signature Sheet is completed in full and signed. The number of each addenda released for the RFP is listed.
8. References (10 points)
- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three years.

## Weighted Scores

Scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Organization of Proposal		10	
2	Cost Proposal		30	
3	Project Staffing		10	
4	Work Plan & Schedule of Work		10	
5	Sample Curriculum		10	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Signature Sheet	N/A	Pass/Fail	Pass/Fail

8	References		10	
		<b>Total:</b>	80	

### **QUESTIONS REGARDING THIS RFP**

Any questions or requests for interpretation or clarification, either administrative or technical, about this RFP must be submitted via email to [bidinquiries@cityoflancasterca.gov](mailto:bidinquiries@cityoflancasterca.gov) prior to **2pm on May 22nd, 2024**. The subject line should be **“Questions – RFP 821-24.”**

Oral statements concerning the meaning or intent of the contents of this RFP by any person are unauthorized and invalid. The City will not be responsible for any other explanation or interpretation of the RFP or for any oral instructions. Any contact with city personnel other than those identified above regarding this RFP may disqualify a bidder.

### **CLARIFICATION STATEMENTS**

For clarification purposes, the words “Contractor”; “Consultant”; “Vendor”; “Supplier”; “Company”; “Proposer” and “Bidder” shall be read to be one and the same. The words “Contract” and “Agreement” shall be read to be one and the same. The words “Bid”; “Quote”; and “Proposal” shall be read to be one and the same. “City of Lancaster” and “City” shall be read to be one and the same. “Request for Proposal” and “RFP” shall be read to be one and the same.

### **NO CONTACT POLICY**

After the date and time established for receipt of proposals by the City, any contact initiated by any Consultant with any City representative, other than the representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause the disqualification of the Consultant from this procurement transaction.

### **PROPRIETARY MATERIAL**

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code §6250 et. seq.), and information’s use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

### **COMPLETION OF PROPOSAL**

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals that contain false or misleading statements may be rejected. If, in the opinion of the City’s selection committee, such information was intended to mislead the City in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. Statements made by a Consultant shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Consultant, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Costs for developing Proposals are entirely the responsibility of the Consultant and shall not be chargeable to the City.

Only one Proposal is to be submitted by each Consultant. Multiple Proposals will result in the rejection of all Proposals submitted by the Proposer.

### **ERRORS AND OMISSIONS**

If, prior to the date fixed for submission of Proposals, a Consultant discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP or any of its appendices or exhibits, Consultant shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

Interested Consultants may submit requests for clarifications in email or writing. The City will compile all requests and provide responses in written format to all Consultants who have furnished or requested an RFP.

If Consultant fails to notify the City, prior to the date fixed for the submission of Proposals, of an error in the RFP known to the Consultant, or an error that reasonably should have been known to the Consultant, Consultant shall submit its Proposal at his/her own risk, and if Consultant is awarded a Contract, Consultant shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **ADDENDA TO PROPOSAL**

The City may modify the RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by the issuance of an Addendum to potential Consultants. Such an Addendum shall also be posted on the City’s website. The Consultant shall acknowledge receipt of all Addenda in their Proposal. Any Addenda issued during the time for submission of proposals will be made part of the Agreement. The Consultant shall be responsible for ensuring all addenda are included in its response.

### **EXECUTION OF PROPOSAL**

The full name, business address, zip code, and business telephone number (with area code) of the organization submitting a Proposal shall be typewritten on the Proposal. The Consultant shall ensure that the Proposal is signed by an authorized signatory. No stamped or facsimile signatures will be accepted.

### **WITHDRAWAL OF PROPOSAL**

A Proposal may be withdrawn after its submission by written or email request signed by the Consultant or authorized representative prior to the time and date specified for Proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the Proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

## **PROPOSALS BECOME THE PROPERTY OF THE CITY**

Proposals become the property of the City and information contained therein shall become public documents subject to disclosure laws after the contract is awarded. (Government Code Section 6250 et seq.). The City reserves the right to make use of any information or idea contained in the Proposal.

Consultants must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City will have the sole discretion to disclose or not disclose such material subject to state law.

All materials, ideas, and formats submitted in response to this RFP will become the property of the City upon receipt.

## **REJECTION OF PROPOSALS**

The City may reject any and all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Consultant from full compliance with this RFP and/or Contract documents if awarded the Contract. Proposals that include terms and conditions other than the City's terms and conditions may be rejected as non-responsive. The City may make investigations as deemed necessary to determine the ability of the Consultant to perform, and the Consultant shall furnish to the City all such information and data for that purpose as requested by the City. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Consultant fails to satisfy the City that the Consultant is properly qualified to carry out the obligations of the Agreement and to complete the work described therein.

## **AWARD OF CONTRACT**

The City reserves the right to modify the Award of Contract or rejection date as best meets the needs of the City. The City reserves the right to reject any or all Proposals in response to this RFP in the best interest of the City. The City further reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submission of any Proposal. The Award, if any, will be to the Consultant whose Proposal best complies with the requirements of this RFP. The City reserves the right to award the Contract as complete, or any part thereof, including any and all schedules, locations, additive alternatives, or extra work. The City reserves the right to award the contract to multiple Proposers should it be deemed in the best interest of the City.

## **CONTRACT TERM**

Upon approval by the City Council, the selected Consultant will be awarded a five (5) year contract with two (2) optional one-year extension based upon agreement by both parties and providing there are no changes in performance. The Agreement is anticipated to begin July 1, 2024.

Pricing shall remain firm for the contract term.

## **CONTRACT DOCUMENTS - PRECEDENCE**

In submitting a Proposal, the Consultant agrees to enter into an Agreement with the City. In the event of a conflict existing between documents, the following order of precedence shall apply:

- Agreement
- City's Request for Proposals and Addenda, if any
- Consultant's Response to the Request for Proposals

## **EXECUTION OF AGREEMENT**

After notification of intent to award Contract, the following Contract documents shall be signed within ten (10) business days from the date the City mails, or by other means, delivers said documents to the Consultant.

- A. The Agreement in the form agreeable to both parties, properly executed by the Consultant.
- B. Properly executed policies or Certificates of Insurance, including an Additional Insured Endorsement for each policy in accordance with the Insurance Requirements, Exhibit D.

No Agreement shall be binding upon the City until all documents are fully executed by the Consultant and the City.

## **FAILURE TO EXECUTE THE AGREEMENT**

Failure to execute the Agreement and furnish the required insurance, within the required time period shall be just cause for the recession of the award. If the successful Consultant refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Consultant.

## **CANCELLATION**

The City reserves the right to cancel this RFP at any time should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any Proposal.

## **CONFLICT OF INTEREST REQUIREMENTS**

The Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest. If the Consultant discovers a conflict during the execution of the project, the Consultant must immediately notify the appropriate City Staff regarding the conflict of interest.

## **ADMINISTRATIVE CONTACTS**

Any questions regarding contractual terms and conditions, proposal format, Scope of Services, Exhibit A - Cost Proposal, or Exhibit B- Sample Agreement shall be directed to: [bidinquiries@cityoflancasterca.gov](mailto:bidinquiries@cityoflancasterca.gov)

## DUE DATES

All Proposals (an original and three copies) are due by 2:00 (13:59:59) P.M. on June 12<sup>th</sup>, 2024. Any Proposal received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Proposals must be clearly marked on the outside with the name of the Consultant and RFP title. It is the responsibility of the Proposer to ensure that the Proposal is delivered to the place and by the time specified in this RFP. Email and facsimile responses will not be considered. Any late Proposals shall be returned unopened, to the Consultant.

## SCHEDULE OF EVENTS

The City reserves the right to modify the content or schedule of these events at any time, for any reason.

<b>Event</b>	<b>Date</b>
RFP Distribution	May 13 <sup>th</sup> , 2024
Last Day to Submit Questions	May 22 <sup>nd</sup> , 2024
Addendum (Responses to Questions) Issued	May 28 <sup>th</sup> , 2024
Proposal Due Date	2:00 P.M., June 12 <sup>th</sup> , 2024
Proposal Evaluation by Committee	June 13-27, 2024
Tentative Selection	July 1, 2024
Expected Contract Awarded by City Council (if needed)	July 2024

**SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 821-24.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The CONSULTANT hereby certifies that it has:

- Read each and every clause of this RFP and addenda, including Addendum # \_\_\_\_\_.
- Included all costs necessary to complete the specified work in its proposed prices.
- Agreed that if it is awarded the Contract, it will make no claim against the City based upon misunderstanding of any provision of the Agreement. Should conditions turn out otherwise than anticipated by it, the CONSULTANT agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: \_\_\_\_\_

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

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

Name (print): \_\_\_\_\_

Name (sign): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**\*To receive consideration for award, this signature sheet must be returned with the Proposal.**

**EXHIBIT "A"**

**SAMPLE AGREEMENT**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and \_\_\_\_\_ (the "CONSULTANT").

RECITALS

WHEREAS, OWNER desires to engage CONSULTANT to perform certain services, as provided herein, identified as:

**RFP 821-24 TO PROVIDE PROFESSIONAL SERVICES FOR THE ADMINISTRATION OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENTS PARTNERSHIP (HOME) PROGRAM, CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT (HCD) DEPARTMENT CAL-HOME PROGRAM, AND UPDATE(S) OF THE CITIZEN PARTICIPATION PLAN, LANGUAGE ASSISTANCE PLAN (LAP) & LANGUAGE ASSESSMENT FOUR-FACTOR ANALYSIS (LEP)**

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster.
- B. CONSULTANT: (company name)

2. **Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

OWNER            City of Lancaster  
                         Attn: Chris Aune  
                         44933 North Fern Avenue  
                         Lancaster, California 93534

CONSULTANT (Name, Title)  
(Company name)  
(address)  
(city, state zip)

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The CONSULTANT'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONSULTANT agrees to comply with all the requirements set forth therein.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

First:	This AGREEMENT
Second:	The RFP
Third:	The CONSULTANT'S Proposal

6. **Description of Work.** OWNER hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services" attached hereto as Exhibit "A". CONSULTANT shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in Scope of Services. The Department Director his or her designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Department Director, or his or her designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in Scope of Services is not to exceed \$ \_\_\_\_\_. CONSULTANT'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

B. No payment made hereunder by OWNER to CONSULTANT, other than the final payment, shall be construed as an acceptance by OWNER of any work or materials, nor as evidence of satisfactory performance by CONSULTANT of its obligations under this AGREEMENT.

8. **Obligations of the CONSULTANT.**

A. CONSULTANT shall perform as required by this AGREEMENT. CONSULTANT also warrants

on behalf of itself and all Subcontractors engaged for the performance of this AGREEMENT.

B. CONSULTANT shall be responsible for payment of all employees' and Subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. **Audit.** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to OWNER as a condition precedent to any payment to CONSULTANT.

10. **Hold Harmless and Indemnification.** CONSULTANT agrees to indemnify and hold harmless the OWNER, its elected officials, officers, and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to CONSULTANT'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents.

CONSULTANT agrees to defend OWNER, its elected officials, officers, employees, and volunteers, from and against any and all claims arising from any alleged negligent or wrongful acts, errors, or omissions on the part of CONSULTANT or on the part of its employees.

11. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Department Director and CONSULTANT.

12. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this AGREEMENT, CONSULTANT shall not discriminate against any employee, Subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONSULTANT will take affirmative action to ensure that Subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONSULTANT and its Subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

13. **Term; Effective Date.** This AGREEMENT shall become effective and shall be in full force and effect upon the execution of the AGREEMENT by the CITY and the BROKER/FIRM. This AGREEMENT shall

continue in full force and effect from \_\_\_\_\_ to \_\_\_\_\_ (a period of \_\_\_\_\_ months), unless the AGREEMENT is sooner terminated in accordance with the Termination clause in this AGREEMENT; and may be extended if the CITY and the BROKER/FIRM mutually agree in writing to extend the Term of this AGREEMENT.

14. **Termination for Convenience.** The OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONSULTANT of such termination and specifying the effective date thereof. OWNER shall pay any undisputed outstanding invoices within fifteen (15) days of termination.

15. **Independent Consultant.** CONSULTANT is an independent Consultant and shall have no power or authority to incur any debt, obligation, or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONSULTANT is an independent Consultant.

16. **Insurance.**

A. The Consultant, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

**Commercial General Liability**

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000

Including Products/Completed Operations; Contractual Liability/Independent Contractor's; Property Damage

*(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)*

**Commercial Automobile Liability**

Combined Single Limit per Accident for

Bodily Injury and Property Damage	\$1,000,000
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*(Coverage shall be at least as broad as ISO form CA00 01)*

**Workers Compensation**

As Required by the State of California Statutory Limits

**Employers' Liability**

Each Accident \$1,000,000

Bodily Injury by Disease \$1,000,000

Each Employee \$1,000,000

*(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)*

**Professional Liability**

Each Occurrence \$1,000,000

General Aggregate \$1,000,000

B. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

C. Professional liability and/or cyber insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. All insurance shall be primary and noncontributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant's insurance and shall not contribute with it.

F. Consultant shall furnish the City with Certificates of Insurance and with original endorsements affecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:

**"RFP 821-24 PROFESSIONAL SERVICES FOR THE ADMINISTRATION OF THE HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENTS PARTNERSHIP (HOME), CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT (HCD) DEPARTMENT CAL-HOME PROGRAM, AND UPDATE(S) OF THE CITIZEN APRTICIPATION PLAN, LANGUAGE ASSISTANCE PLAN (LAP) AND LANGUAGE ASSESSMENT FOUR-FACTOR ANAYLSIS PLAN(LEP)"**

The City of Lancaster, its elected officials, officers, employees, and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

**17. Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONSULTANT shall commence when the OWNER, acting by and through its Department Director or his or her designee, has issued the Work Order. CONSULTANT shall have no claim for compensation for any services or work which has not been authorized by the OWNER's Work Order.

**18. Extension of Time for Completion of Work.**

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONSULTANT, then CONSULTANT shall be entitled to an extension of time equal to said delay, subject to the OWNER's right to terminate this AGREEMENT pursuant to Section 13.

B. No extension of time requested or granted hereunder shall entitle CONSULTANT to additional compensation unless, as a consequence of such extension, additional work must be performed.

**19. Data Provided to CONSULTANT.** OWNER shall provide to CONSULTANT, without charge, all data, including reports, records, maps, and other information, now in the OWNER's possession which may facilitate the timely performance of the work described in Scope of Services.

**20. CONSULTANT's Warranties and Representations.**

CONSULTANT warrants and represents to OWNER as follows:

A. CONSULTANT has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONSULTANT, to solicit or obtain this AGREEMENT.

B. CONSULTANT has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. CONSULTANT has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONSULTANT, and that if any such interest comes to the knowledge of CONSULTANT at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, CONSULTANT has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

## **21. Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties, be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost, and necessary disbursements, in addition to such other relief as may be sought and awarded.

## **22. Exhibits.**

The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

Exhibit "A"                      Scope of Services

Exhibit "B"                      Payment Clause

23. **Governing Law.**

This AGREEMENT shall be governed by the laws of the State of California.

24. **Effective Date.**

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONSULTANT, executes this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER  
LANCASTER, CALIFORNIA

By: \_\_\_\_\_  
Jason Caudle, City Manager

Dated: \_\_\_\_\_

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
(Name, Title)

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Andrea Alexander, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney