**City of Merced**

**Housing Division**

**Request for Proposals**

U.S. Department of Housing and Urban Development

COMMUNITY DEVELOPMENT BLOCK GRANT

and HOME INVESTMENT PARTNERSHIP PROGRAMS

2025-2029 Five-Year Consolidated Plan,

First-Year (2025) Annual Action Plan,

Update to the Analysis of Impediments to Fair Housing Choice, and Updates to the Citizen Participation Plan

**RFP GUIDELINES**

Proposal Release – Friday, August 2, 2024

Proposal Due Date – Monday, August 26th, 2024 5:00 p.m.

City of Merced Housing Division

678 W. 18th Street

Merced, CA 95340

[www.cityofmerced.org](http://www.cityofmerced.org)/housing

Table of Contents

[INTRODUCTION AND BACKGROUND 3](#_Toc173420034)

[OVERVIEW 4](#_Toc173420035)

[2025-2029 Consolidated Plan and First Year (2025) Annual Action Plan: 5](#_Toc173420036)

[Update to Analysis of Impediments to Fair Housing: 5](#_Toc173420037)

[Update to Citizen Participation Plan: 6](#_Toc173420038)

[Update to Housing Division Policies and Procedures: 6](#_Toc173420039)

[DELIVERABLES/SCOPE OF WORK 6](#_Toc173420040)

[I. Consolidated Plan, Annual Action Plan, and Updates to the Citizen Participation Plan 7](#_Toc173420041)

[II. Analysis of Impediments to Fair Housing Choice (update): 12](#_Toc173420042)

[III. Updates to the Housing Division Policies and Procedures: 14](#_Toc173420043)

[PROPOSAL CONTENT 15](#_Toc173420044)

[Staff Qualifications and Related Experience 16](#_Toc173420045)

[Proposer (Offeror) Qualifications and Experience, including Staff 17](#_Toc173420046)

[Related Experience and References 17](#_Toc173420047)

[PROPOSED FEE STRUCTURE AND SCHEDULE (UNDER SEPARATE SEALED COVER) 18](#_Toc173420048)

[CONFLICT OF INTEREST 18](#_Toc173420049)

[TENTATIVE SCHEDULE 19](#_Toc173420050)

[DOCUMENT SUBMITTALS 19](#_Toc173420051)

[EVALUATION CRITERIA 20](#_Toc173420052)

[SELECTION PROCEDURE 20](#_Toc173420053)

[City Process: 21](#_Toc173420054)

[NOTES 22](#_Toc173420055)

[Sample - Services Agreement 23](#_Toc173420056)

**REQUEST FOR PROPOSALS (RFP)**

Professional Services

# INTRODUCTION AND BACKGROUND

The City of Merced is the County seat for Merced County, with a population of 91,837 as of 1/1/2024 (source: CA Dept. of Finance). The County’s median household income is approximately $66,164 (2022 ACS 1-year estimates; source: data.census.gov). Many existing neighborhoods are located in census tracts that are characterized as being of lower income with a diverse population and are designated as disadvantaged per the U.S. Department of Housing and Urban Development (HUD).

The City of Merced (“City”) Housing Division is requesting proposals from experienced community development consultant firms or individual consultants to assist the City in preparing and submitting its next five-year Consolidated Plan (Program Years/PY2025-2029) and first-year Annual Action Plan (PY2025) (“Con Plan” and “AAP”), as well as updates to its Analysis of Impediments to Fair Housing Choice (AI), Citizen Participation Plan (“CPP”), and, time and budget allowing, updates to the City of Merced Housing Program Policies and Procedures, pursuant to the requirements of 24 CFR Parts 91, 92, 200, and 570, relating to Consolidation Plan, Annual Action Plan, Citizen Participation, federal grant administration, Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), Community Development Block Grant-Coronavirus (CDBG-CV), and HOME-American Rescue Plan (HOME-ARP) funds and programs.

The CDBG program works to support affordable housing, social services, and community development initiatives in the City, and lays out data-driven, community-based investment decisions to facilitate the most sustainable and comprehensive future for the City’s housing, community, environmental, infrastructural, and economic progression. The City of Merced is the largest jurisdiction in Merced County and, as a metropolitan city with a population of at least 50,000, is a CDBG entitled city that receives an annual grant on a formula basis each year. The City must give maximum feasible priority to activities which benefit low- and moderate-income persons but can develop its own programs and funding priorities. On January 10, 2024, HUD published a Proposed Rule in the Federal Register which would enable much needed revisions and updates to the requirements governing CDBG.

The HOME program can fund a wide range of housing activities that include building, buying, and/or rehabilitating affordable housing for rent or homeownership by low-income residents. The City of Merced is a HOME formula grant Participating Jurisdiction (PJ). The City’s HOME funds can be used for grants, direct loans, loan guarantees, or other forms of credit enhancements, rental assistance, or security deposits. On May 29, 2024, HUD published a Proposed Rule in the Federal Register which would enable much needed revisions and updates to the requirements governing HOME.

The City is entering its final program year of the current five-year Consolidated Plan Period (PY2020-2024). Each program year spans duration between July 1st and June 30th, annually, which is also in line with the City’s fiscal year structure.

Thus far during this Consolidated Plan period, the City has funded multiple public service organizations, infrastructure projects, two large multi-family rental housing projects, several residential acquisition with rehabilitation projects, homeowner-occupied rehabilitation projects, special administrative activities, and processed multiple rounds of special Congressional allocations of CDBG and HOME allocations of COVID-19 related funding aimed at responding to both the immediate and long-term needs of our community as a result of the pandemic.

While the pandemic changed the face of low- to moderate-income family needs for some years, the City is recovering yet looking forward to the near future, when new rail transportation infrastructure will very likely transform our downtown areas. As such, the City will be taking a fresh look at both the community’s current and future needs in determining appropriate strategies for the use of the City’s funds.

# OVERVIEW

The Con Plan serves as a strategic planning document for the City and builds on a participatory process amongst citizens, organizations, businesses, and other stakeholders. It serves as a submission mechanism for federal funds under HUD’s CDBG and HOME formula grant programs, a strategy to be followed in carrying out HUD programs, and management tool for assessing performance and tracking results. Submission and HUD approval of a five-year Con Plan is required in order for the City to receive its formula allocations, and a thoroughly and correctly assessed Con Plan ensures that we are addressing the deepest needs in our community in the best way possible.

Similarly, updated AI, CPP, and Policies and Procedures documents ensure that the City is adhering to its responsibility to Affirmatively Further Fair Housing (AFFH) and is following proper procedures in developing its Con Plan and Annual Action Plans each five-year and annual cycle.

The next five-year Con Plan/First-Year AAP is due to the United States Department of Housing and Urban Development (HUD) by May 15, 2025. As a HUD grantee, the City is required to submit its Con Plan/AAP through HUD’s Office of Community Planning and Development (CPD) eCon Planning Suite in the Integrated Disbursement and Information System (IDIS). The eCon Planning Suite and IDIS are designed to support grantees and the public to assess community needs and make strategic investment decisions by providing better data and integrated mapping tools and by creating a seamless planning and grants management framework. eCon Planning Suite and IDIS overview information is available at: <https://www.hudexchange.info/programs/consolidated-plan/econ-planning-suite/>

## 2025-2029 Consolidated Plan and First Year (2025) Annual Action Plan:

The 2025-2029 Consolidated Plan will cover the five year period from July 1, 2025, through June 30, 2030, for program years 1 through 5 (2025, 2026, 2027, 2028, and 2029). The Consolidated Plan will include the PY2025 Annual Action Plan, Five-Year Strategic Plan, and will update the City’s current Analysis of Impediments to Fair Housing Choice.

The Consolidated Plan will address long and short range plans to identify, including but not limited to, goals and objectives, gaps in services, areas of need, resources, housing, homelessness, improved collaboration/public input process, anticipated programs/projects, and other areas as may be identified to assist the City in effectively implementing the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs to address the community’s identified needs. To identify these areas and develop an effective Five-Year Strategic Plan, the awarded consultant will correctly, thoroughly, and thoughtfully undertake a comprehensive housing and non-housing needs assessment and housing market analysis, as required by HUD.

The 2025 Annual Action Plan will provide a one-year plan that outlines the City’s goals and objectives strategy to implement the five-year strategic plan, as they are represented in the 2025-2029 Consolidated Plan. The Annual Action Plan will identify the activities and funding allocations for the 2025 program year, as well as the activities, projects, and accomplishments that are proposed to be supported by the City’s annual CDBG and HOME allocations. Through data collection, outreach, and analysis presented in this plan, a clear outline of the 2025 program year is formed. The process will also include a Request for Funding process to solicit project proposals from area nonprofit organizations that are in line with the needs of the community.

## Update to Analysis of Impediments to Fair Housing:

The U.S. Department of Housing and Urban Development (HUD)’s Affirmatively Furthering Fair Housing (AFFH) Rule aims to provide all HUD grantees with clear guidelines and data that will help set goals to reduce barriers to fair housing. As of January 2018, HUD rescinded its mandate that all Participating Jurisdictions (PJ) receiving federal funds prepare an Assessment of Fair Housing (AFH). HUD has thus reverted to the requirement of the Analysis of Impediments (AI) to address fair housing barriers and goals for all PJs. The City of Merced is a Participating Jurisdiction (PJ). The AI is a document that will be produced, as a component of the Consolidated Plan which must satisfy the requirements of the Housing and Community Development Act of 1974, as amended. This act requires that each jurisdiction receiving CDBG and HOME funds, “plan and take actions”, to overcome the effects of any impediments to fair housing. Impediments are identified through an analysis and includes actions. The AI produced by the consultant must meet all requirements for such documents provided by HUD, including the Fair Housing Planning Guide, Volumes 1 and 2.

## Update to Citizen Participation Plan:

All plans will be developed and undertaken with the established resident and community stakeholder participation process as it currently exists in the City’s current adopted Citizen Participation Plan (CPP), last amended in 2020 to include adopted procedures for citizen participation during times of Federal, State, and locally declared emergencies.

## Update to Housing Division Policies and Procedures:

If time and budget allows, the Housing Division’s existing policies and procedures document will be updated to include comprehensive, current procedures and checklists that will lay a solid foundation for meeting HUD compliance standards for future audits and monitoring by HUD and will better prepare and inform City staff on proper HUD plan preparation, fiscal management, reporting, and subrecipient monitoring procedures.

# DELIVERABLES/SCOPE OF WORK

This effort is funded by the United States Department of Housing and Urban Development (HUD), specifically utilizing CDBG and HOME funding. The target start date and target term for the proposed services is approximately September 16, 2024, through January 31, 2026. Extension for services may be necessary if the AI, CPP, or Consolidated Plan is not approved by HUD, or requires further clarifications, revisions and/or amendments, or if other deliverables take longer than the Con Plan/Annual Plan (which is the first priority).

The selected consultant will perform professional services under the supervision of the Housing Division, as well as the Finance Department, when and if appropriate.

In order to meet the City of Merced’s normal timeline with HUD for submission of the City’s AAP, which is forty-five (45) days prior to the start of the Program Year, **the Con Plan/Annual Plan should be both approved by City Council and submitted to HUD for approval by May 15, 2025.** While it can technically be submitted later than this if absolutely necessary, **the Plans must be submitted to HUD before August 16, 2025**, which is the regulatory deadline and cannot be waived, moved, or extended further.

The Consolidated Plan/Annual Action Plan process requires data collection and analysis, extensive additional outreach to minority, ethnic, and LMI residents, community input meetings, stakeholder input meetings, public review and comment periods, and public hearings, including input, review, and approval by the City Council in its development prior to submittal to HUD.

The Consultant selected will prepare the Consolidated Plan/Annual Plan, AI, and CPP pursuant to all current federal laws, regulations, and guidelines and must be fully compliant with the requirements of the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.

The required work is outlined and supported by multiple online toolkits, online training manuals, guides, regulations, archived how-to’s, and other helpful resources that can be found at multiple links on these links (and more) on HUD’s online community partner support websites:

* [www.hudexchange.info/programs/consolidated-plan](http://www.hudexchange.info/programs/consolidated-plan)
* [www.hudexchange.info/programs/cdbg-entitlement](http://www.hudexchange.info/programs/cdbg-entitlement)
* [www.hudexchange.info/programs/home](http://www.hudexchange.info/programs/home)
* [www.hudexchange.info/programs/policy-areas/#fair-housing](http://www.hudexchange.info/programs/policy-areas/#fair-housing)
* [www.hudexchange.info/programs/fair-housing-planning](http://www.hudexchange.info/programs/fair-housing-planning)
* [www.hudexchange.info/programs/idis](http://www.hudexchange.info/programs/idis)
* [www.hudexchange.info/resource/2405/cpd-maps-desk-guide](http://www.hudexchange.info/resource/2405/cpd-maps-desk-guide)
* [www.hud.gov/program\_offices/comm\_planning](http://www.hud.gov/program_offices/comm_planning)
* [www.hudexchange.info/programs/consolidated-plan/econ-planning-suite-citizen-participation-and-consultation-toolkit/](http://www.hudexchange.info/programs/consolidated-plan/econ-planning-suite-citizen-participation-and-consultation-toolkit/)

The Consultant selected will review and tabulate data and information supplied by the City, HUD, the U.S. Census Bureau, stakeholders, sub-grantees, other applicable resources and input from citizens to complete the required Con Plan components per the HUD regulations.

A consultant will be selected to prepare and assist with the submittal in the format/form as may be required by HUD. All the following strategic planning documents are required to receive a direct allocation of CDBG and HOME funds:

* 5 Year Consolidated Plan, and an 1st Year Annual Action Plan
* Update, as needed, the Analysis of Impediments to Fair Housing Choices previously prepared in 2020.
* Update of the Citizen Participation Plan as needed.
* Update of the Housing Division’s Policies and Procedures will be required.

City Assistance: this RFP is written with the expectation that the Consultant understands that the Consultant will need to produce a significant amount of updated demographic data and other information required to complete the Consolidated Plan/Annual Action Plan, Analysis of Impediments to Fair Housing Choice, Citizen Participation Plan, and updated policies and procedures. City staff may assist Consultant as is practically possible and will share available information.

## I. Consolidated Plan, Annual Action Plan, and Updates to the Citizen Participation Plan

The scope of work to be performed by the consultant is as follows:

* + Develop a comprehensive Consolidated Plan, with 5-Year Strategic Plan, for the program years 2025-2029 and the required First-Year Annual Action Plan for the 2025 program year in strict accordance with Title 24 of the Code of Federal Regulations (CFR) Part 91.
  + Concurrent to preparation of the Con Plan/Annual Action Plan, assist City staff with updates to the City’s current Citizen Participation Plan to meet HUD’s current requirements and to determine/develop the most efficient, cost effective, and wide-reaching methods of reaching and obtaining input from low- and moderate-income residents.
  + Perform relevant stakeholder and required agency consultations and data collection and associated analysis to enable completion of the required housing and non-housing needs assessment and housing market analysis tables.
  + Prepare a thorough Executive Summary for the Consolidated Plan and Annual Action Plan.
  + Preparation of an internet based, multi-lingual (Spanish and Hmong, at a minimum) Community Needs questionnaire that could be posted on the City’s website and social media platforms, be used on electronic devices at outreach events, but that could also be transferred to hard copy format and mailed to residents who do not have internet capability.
  + Assist City staff to collecting and assessing the existing community needs as necessary to develop new strategies, goals, and priorities.
  + Assist City staff with development of new strategies, objectives, priorities, and programs for inclusion in the Consolidation Plan and Action Plan.
  + Develop and incorporate a performance measure component as required by HUD regulations.
  + Attend a minimum of two (2) City Council Public Hearings, attend three (3) community meetings, organize two (2) meetings (one with the Merced County Public Housing Authority and the other with the Merced County Collaborative Applicant).
  + Attend public hearings, study sessions, and other meetings conducted with the City Council and other City Commissions as needed. These may include joint study sessions with the Merced City Council and Planning Commissioners, members of the Continuum of Care, and other City and/or County committees/commissions as necessary.
  + Prepare draft multi-lingual public hearing notices and other public notices as may be applicable.
  + Conduct consultations with private agencies, public agencies, and community groups as required by HUD.
  + Provide a resource binder to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop the Consolidated Plan, Annual Action Plan, Citizen Participation Plan, and Policies and Procedures.

The Consultant selected will be required to work with the HUD format as noted herein, but also will have to be able to provide a less technical format or approach when engaging in the citizen participation process (24 CFR Part 91).

The required Consolidated Plan must follow all amendments and updates, must utilize HUD’s eCon Planning Suite, the Consolidated Plan Template in IDIS OnLine, and the CPD Maps Website to prepare and submit the finished report.

The Consolidated Plan in HUD eCon Planning Suite includes seven main sections, including the first year Annual Action Plan, and several sub-sections:



1. Consultation and Citizen Participation Component:
   1. Consultant shall assist the City with reviewing and updating the City’s list of potential groups to consult with including, but not limited to community leaders, representatives and advocates from a cross-section of the community including community-based organizations, service providers for the homeless, seniors, domestic violence, and developmental/mental/physical disabled, public housing residents, businesses, economic development interests, other City departments, and other governmental departments, agencies, and other entities as required by 24 CFR 91.
   2. Forums: Consultant shall facilitate at least two (2) forums in the endeavor of gathering information (i.e. soliciting input on housing, service, and community development needs) which meets HUD’s requirements.
   3. Survey(s): The Consultant will assist the City with improving its current survey or will create and distribute a similar survey to help identify and prioritize the community’s housing and non-housing needs for the next five (5) years.
      1. The survey will include dissemination to public housing agencies, non-profit agencies, housing and service providers, local businesses, lenders, realtors, school district, fair housing advocates, health industry, broadband providers, homeless advocates, and other agencies as required by HUD regulations.
      2. The survey will include the residents attending the community forum meetings.
      3. Additional notation - The City will post the survey(s) on the City’s web site in addition to the methods used by the consultant. Methods shall be addressed in the proposal submission.
      4. The consultant will also be responsible for the following tasks involved – assessing and analyzing the survey results and including them in the Consolidated Plan sections as required, including tables or matrices:
         1. The consultant shall include narratives in the Consolidated Plan’s need assessment and other appropriate sections describing the survey results.
   4. Presentations: Presentations are required at community and public meetings and moderation of discussions: As per the current CPP, this will include:
      1. Minimum of three (3) evening neighborhood community
      2. Minimum of two (2) Council meetings (identifying needs; and draft/final approval of the Consolidated Plan)
      3. Minimum of five (10) interviews with community stakeholders to be determined between City staff and Consultant.
   5. The Consultant will be responsible for preparing agendas, handouts, surveys, and other presentation materials as appropriate as well as maintain notes and results of each public meeting.
2. Additional Responsibilities:
   1. The Consultant will collaborate with the City’s Housing Division and Finance Department to complete a HUD approved Consolidated Plan and AI
3. Project Milestones: a timeline for project milestones including proposed community meetings, surveys, and stakeholder interviews is required - continuing through to HUD post-approval of the Plans.
4. Draft & Final Product: Consultant will produce thorough and complete documents that consolidate all elements in a format and organizational structure that meets all federal regulations, guidelines, and notifications for submittal to HUD. Including:
   1. Developing a Housing Condition Survey as a requirement for the Consolidated Plan’s housing needs assessment and under separate cover in Draft and final form for review by Planning, Code Enforcement, Inspection Services, Finance, Housing, and other City departments as appropriate.
   2. Developing and preparing the Consolidated Plan in draft form as well as final form for the City to submit electronically to HUD in the eCon Planning Suite after City review and authorization; and
   3. Preparing maps, tables, charts, illustrations, and photographs to include in the Consolidated Plan
   4. The draft and final Consolidated Plan must also be in a Word Document that is easily readable by the public as it is understood that the eCon Planning Suite version, while meeting HUD submission requirements, is not the best document to display or print for public review.
   5. Submitting the final form Consolidated Plan to the City for submission to HUD.
   6. Consultant shall provide all documentation of information gathered for the Consolidated Plan, including Word version, Excel, table, etc., and the methodology used, a list of individuals and groups participating in the development of the Consolidated Plan, and a record of outreach consultation/input activities conducted, and comments received.
   7. Consultant shall provide One (1) loose and one (1) bound hard copy of the final Consolidated Plan report and one (1) digital copy.
   8. Consultant shall also assist in making any revisions required by HUD after submission of the Consolidated Plan and/or AI; and
   9. Troubleshooting with City Staff, and if applicable, with HUD relative to using IDIS/eCon Planning Suite software.
5. Estimated Length of Agreement: The anticipated duration of the agreement will be for approximately seventeen (17) months, with the term to begin immediately upon selection (or by September 16, 2024, whichever is sooner) and end January 31, 2026, or when all plans/activities are completed; however, these dates are subject to change.

## II. Analysis of Impediments to Fair Housing Choice (update):

The scope of work to be performed by the consultant is as follows:

* + Update the previous 2020-2024 Analysis of Impediments to Fair Housing Choice (AI) for 2025-2029, pursuant to current HUD, Affirmatively Furthering Fair Housing (AFFH) final rules, and other Federal regulations.
  + Identify impediments and recommend remedies to overcome impediments to fair housing choices.
  + Update the current AI with actions that have been taken by the City since the last update.
  + Conduct consultations with private agencies, public agencies, and community groups as needed.
  + Make one presentation to the Merced City Council, as may be needed.
  + Provide a copy of the approved final document - a copy on CD diskette shall be provided with the final document in Microsoft Office Word format (note: the City’s IT Policies do not allow staff to accept documents saved on USB storage devices).
  + Prepare draft public hearing notices and other public notices as may be applicable.
  + Provide a resource binder to include, at a minimum, a list of data sources, backup of data collected, consultation records, correspondence, and other supporting documentation used in developing the AI.

The AI must focus on issues related to equal opportunity and affirmatively further fair housing under the Federal Fair Housing Act and other Civil Rights-Related Program Requirements. Consultants are asked to describe the tasks required to successfully carry out the Scope of Work listed below. Consultants may include additional services that the Consultant is capable of providing and which, in the Consultant’s opinion, would enhance the implementation of the Scope of Work.

In preparing the updated AI, the Consultant shall use current Federal AFFH rules, guidelines, practices, and other such standards.

The following tasks are expected to be completed as part of this Scope of Work, and will include the following:

1. Research: the Consultant will research and analyze data to identify possible impediments to fair housing, including but not limited to;
   1. An examination of pertinent data including demographic, income, employment, and housing data as well as studies that have been conducted that relate to fair housing.
   2. A review of prior and current activities that promote fair housing. The City has a contract with Project Sentinel, Inc. to provide Fair Housing Services to the City as an extension of the City’s responsibility to AFFH. Consultant shall coordinate data with Project Sentinel where possible, and either data provided by Project Sentinel through testing or coordination of testing shall be part of this AI.
   3. An examination of fair market issues that relate to the sale or rental of housing, the provision of brokerage services, mortgage lending, insurance sales and underwriting, property appraisal and property management.
   4. An evaluation of public and private sector policies and practices which affect the provision of fair housing including, but not limited to; public services, state and local laws, ordinances and regulations, planning and zoning laws and decisions, land use regulations, community development funding policies and practices in areas of low and high opportunity, procedures and practices of the local public housing authority and property tax policies including, but not limited to tax exemptions.
2. Public Presentation:
   1. Consultant shall identify the potential groups needed to participate and take the lead on at least two (2) community meetings in the endeavor of gathering information. The meetings must comply HUD’s public participation/meeting requirements.
   2. Consultant will present the draft Analysis of Impediments with applicable graphics, maps, and photographs to the public for comment and to the governing entity for comment and approval. The Consultant will be responsible for preparing agendas, handouts, and other presentation materials as appropriate as well as maintain notes and results of each public meeting.
3. Recommendations: Consultant will make recommendations to remedy any fair housing impediments identified, including:
   1. Identification of impediments to fair housing listed in order of priority with proposed methods of corrective actions to address identified elements.
   2. Developing an action plan for implementation of any programs or policy changes required as a result of the identification of impediments to fair housing.
4. Draft & Final Product: Consultant will produce thorough and complete documents that consolidate all elements in a format and organizational structure that meets all federal regulations, guidelines and notifications for submittal to HUD, including:
   1. Developing and preparing the AI in draft and final form following HUD requirements; and,
   2. Consultant will provide a draft of the AI report in progress for review and comment by City prior to submission of final document and prior to various deadlines.
   3. Consultant shall provide all documentation of information gathered for the AI, methodology used, a list of individuals and groups participating in the development of the AI, and a record of outreach consultation/input activities conducted, and comments received.
   4. Consultant shall provide two (2) bound hard copies of the final AI report and one (1) digital copy on an acceptable device used with the City’s system.
5. Introduction and Executive Summary: Consultant will summarize their recommendations of the Analysis of Impediments into a reader-friendly executive summary, using graphs, tables, pictures and charts.
6. Additional Responsibilities: The Consultant will collaborate with the City’s Finance Department and Housing Division to complete a HUD acceptable Analysis of Impediments to Fair Housing Choice (AI).

## III. Updates to the Housing Division Policies and Procedures:

The Housing Division’s existing HUD Policies and Procedures were last updated in 2013. Some sections of the current document do not contain sufficient – and on certain topics, any – policies and procedure steps that would help guide staff through completion of technical and non-technical tasks.

* National Environmental Policy Act (NEPA);
* Lead Paint Rules and Abatement Procedures;
* Section 3 Requirements;
* Davis-Bacon Labor Laws;
* Monitoring Plan: Public Services Subrecipient Monitoring (Desk and On-Site Monitoring);
* Monitoring Plan: CDBG/HOME single- and multi-family rental housing Desk and On-Site Monitoring;
* Fair Housing/AFFH Requirements
* Affirmative Fair Marketing
* Financial Management
* HOME Closeout Procedures; and,
* Other missing/subpar procedures, as recommended or necessary

The Consultant Scope of Work under this task would be to assist Housing Staff with locating Word (or convertible) quality, easy to follow, comprehensive, and - most importantly - current and compliant policies and procedures that will be acceptable to HUD audits and monitoring, to then incorporate into our existing procedures.

Work would also entail examining current policies and advising and assisting with updating them, as necessary. Creation of a new document would not be necessary, as we can use our current in-house document.

# PROPOSAL CONTENT

The following information should be provided in the response proposal:

1. Summarize your approach and understanding of the project and any special considerations of which the City of Merced should be aware.
2. Clearly indicate the levels of participation you will expect from City of Merced staff in the fulfillment of the contract.
3. The proposal’s approach regarding the Scope of Work shall be organized, preferably in tabs, consisting of:

Tab 1: COVER/SUMMARY:

* Cover Letter/Executive Summary – include highlights of the proposal, signed by an individual(s) with the authority to enter into any contract which results from this RFP
* Include a Table of Contents- all pages are to be numbered

Tab 2: EXPERIENCE & QUALIFICATIONS OF FIRM:

* Company name, address, main telephone, fax numbers, company’s history and mission statement; The history of the organization shall include: any former name(s) of Proposer, number of years of operation and number of years Proposer has been involved in producing Consolidated Plan and AI research documents and or comparable documents
* The Proposer must include a description of any MBE, WBE, DBE or other certifications the Proposer may have, including Section 3 Business

Tab 3: EXPERIENCE & QUALIFICATIONS OF PERSONNEL:

* Include the Name, title, address, telephone number, and resume of the project manager and team members
* Include a commitment concerning the availability of the project manager and identified team members
* Experience and qualifications of the firm and personnel
* Credentials are subject to verification

Tab 4: WORK PLAN & SCHEDULE:

* Present in detail – actions, steps, and task(s), including approach and services, to be provided consistent with the Scope of Work provided in the RFP
* Proposed time schedule for completion of all tasks involved with the Consolidated Plan/Annual Action Plan, AI, Citizen Participation Plan, and policies and procedures, including review of the City’s existing Plans and target dates for public participation (Including forum, survey, meeting schedules, etc)

Tab 5: EXCEPTIONS:

* Exceptions to the requirements of the RFP should be clearly delineated in this section.

Tab 6: OTHER INFORMATION:

* In addition, you are invited to include a maximum of two (2) pages of information neither included nor requested in this RFP, if it may be useful and applicable to this project.

Tab 7: Required Forms referenced as Attachments within the RFP, including additions issued (if any)

Tab 9: Detailed Cost of Services:

* Please provide a separate cost consideration, if any, from Con Plan/AAP/AI/CPP costs for activities related to assisting the Housing Division with updating of its Policies and Procedures, as this is intended to be a sub-consideration or task of this RFP.

The information in this section will aid the City in the refinement of the scope of work during contract negotiations.

## Staff Qualifications and Related Experience

The City is especially interested in your firm’s familiarity and prior/current (recent) experience with Housing and Urban Development (HUD) Analysis of Impediments rulebook and requirements, housing issues, CDBG & HOME Rules and Regulations as it relates to AI and Consolidated Plan development and its processes.

Qualifications and preferences include, but are not limited to: analyzing fair housing data, needs assessment, market surveys, preparing maps and tables; ability to develop AI & Consolidated Plans, availability and commitment to attend all required meetings and meet all deadlines, proficiency in using a computer with HUD’s IDIS eCon Planning Suite, Microsoft Word, Excel, Adobe Acrobat/Reader, internet browser, email, and other database software; creating and collecting data on surveys. This may also include qualifications and experience in conducting/preparing windshield housing condition surveys.

## Proposer (Offeror) Qualifications and Experience, including Staff

The Proposer should demonstrate the qualifications of all professional personnel to be assigned to this project by providing:

* Number of years in the business of providing consultant services related to fair housing analysis and Consolidated Plan’s completed and ultimately approved by HUD within the last four (4) years.

* Resumes/experience summaries describing their education, credentials, and related experience.
* Staff’s proposed roles for this contract.

If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided. Consultant must also provide proof that subcontractor(s) is licensed, insured, etc. *Note*: No work may be subcontracted, nor assigned, without prior written approval of the City of Merced.

## Related Experience and References

Include descriptive information concerning the experience of the firm.  Include information about previous projects (preferably Consolidated Plans and AIs) or projects that might be comparable, including the size and type of projects and the scope of services provided.  Provide the following information:

* References for at least three (3) most comparable projects for which your firm has provided, or is currently providing, similar services.
* List the projects in reverse chronological order and provide the following information for each project: Indicate for each of these projects:
  + Name of the agency/company name, address.
  + Name of contact person and telephone number (contact person, who, at the time of RFP submittal, will be employed by the owner).
  + Type or name of project/plan.
  + Brief description (AI, Consolidated Plan).
  + Include experience conducting similar housing condition (windshield) survey, including ability to evaluate housing repair needs.
  + Your firm’s specific involvement (i.e., consultant, sub-consultant, etc.).
* Status of completion.

# PROPOSED FEE STRUCTURE AND SCHEDULE (UNDER SEPARATE SEALED COVER)

***The Proposed Fee Structure and Schedule shall be provided in a separate, sealed envelope as a part of the RFP submittal.***

Provide proposed fees and cost information and recommend a budget plan for all services to be provided in the following format:

1. Proposers should review the requirements of this RFP and address all services in this fee schedule that might reasonably be expected to support the project. Indicate how the City will be invoiced for services, i.e., by task completed. This information should be detailed and broken down by type of service and units of work or other applicable measure. Proposers should provide a comprehensive, fee schedule, as the City will not include compensation in the contract for items not addressed.

* Include a total cost to provide services, based on the consultant’s fee schedule and the scope of work as outlined in this RFP. This cost will be used as a basis for negotiations.

1. The fee proposal submitted under separate, sealed envelope, along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the City’s actual needs.

# CONFLICT OF INTEREST

* Disclose any financial, business, or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.
* List current clients who may have a financial interest in the outcome of the project.

Time is of the essence, and the consultant must be able to adhere to a timeline that will meet the City’s deadline to submit the required documents to HUD on or around May 15, 2025, at least 45 days prior to the start of the 2025 Program Year, which begins July 1, 2025 – however, HUD will accept a “late” submission no later than August 1, 2025, in order to meet the August 16th regulatory deadline (HUD staff requires a minimum 10-days lead time). The Consultant will be required to identify the exact submittal date, submit a progress/milestone deadlines—per the Project’s Scope of Work—and coordinate its submittal to HUD with City Staff.

**Note:** Regular Meetings of the City Council are held the first and third Mondays of each month. The Consultant should be prepared to adhere to this schedule, while meeting HUD’s public review/comment period of the draft Consolidated Plan/Annual Action Plan and public hearing requirements.

# TENTATIVE SCHEDULE

* RFP Issued: Friday, August 2, 2024
* RFP Questions Due: Monday, August 19, 2024
* Proposal Due Date: Monday, August 26, 2024
* Interviews: To be announced
* Award of Contract: To be announced
* Project Start Date: ASAP, or by approximately September 16, 2024
* HUD Plan Submittal: May 15, 2025; but no later than August 1, 2025 (mandatory)
* Project Completion: All other related tasks/plans formally completed and accepted by Housing staff no later January 31, 2026

# DOCUMENT SUBMITTALS

1. To be considered, please submit one (1) color original proposal on paper, two (2) black and white copies, and one (1) electronic/digital copy of the proposal in Microsoft Office Word or as a PDF on a CD diskette (please note that no USB drives will be accepted per City policy).
2. All proposals must be received at the address below, no later than:

**Monday, August 26, 2024**

**\*\*\*no later than 5:00 p.m.\*\*\***

All copies received by that date/time will be date and time stamped. Proposals received after the due date/time will not be considered, unless the RFP deadline to submit is extended.

1. Proposals must be addressed to:

Attn: Kim Nutt, Housing Program Supervisor

City of Merced Housing Division

678 W. 18th Street

Merced, CA 95340

Faxed or e-mailed proposals will not be accepted. Hand-carried proposals will be accepted before the response due date/time at the address above during normal business hours of 9:00 a.m. to 5:00 p.m., Monday through Friday (closed 12 noon – 1pm for lunch).

1. Questions/clarification of this bid document should be addressed in writing to the Housing Division email: housing@cityofmerced.org. Questions may be asked at any time prior to, but no later than Monday, August 19, 2024 at 12:00 p.m. Answers to all questions will be posted on the City’s website by end of day.

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# EVALUATION CRITERIA

The City will consider all proposals and award a contract to the Consultant that provides the best overall value for the City of Merced. Accordingly, the City may use any of the following evaluation criteria to select a Consultant:

1. Experience with fully preparing and submitting successful Consolidated Plan and other required documents
2. Relevant qualifications of personnel
3. Information obtained via reference checks and from other sources regarding a firm’s experience and reputation
4. Familiarity with applicable local, state, and federal laws
5. Knowledge of, or ability to acquire knowledge of, local issues and interested parties in Merced and the San Joaquin Valley region
6. Approach to public outreach
7. Approach to overall preparation of the required documents as required by HUD
8. Proposed schedule/timeline and ability to meet City and HUD deadlines (mandatory)
9. Overall responsiveness to this RFP and ability to satisfy HUD’s submittal deadlines and requirements.

A materially incomplete or non-responsive proposal will be rejected.

Please note that the ability of the Consultant team to satisfactorily complete the overall project within the anticipated completion schedule will be considered in the selection process. Cost, while not determinative, may be considered in the selection process.

# SELECTION PROCEDURE

A proposal evaluation committee comprised of City staff will review each proposal. The most qualified consultant firm/s will be invited to participate in an interview with City staff, dates to be announced.

## City Process:

1. General Conditions: The City reserves the right to cancel or reject all, or a portion or portions, of the request for proposals without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

The City also reserves the right to reject any sub-consultant or individual working on a Consultant team and to replace the sub-consultant or individual with a mutually-acceptable replacement. Any changes to the proposal requirements will be made by written addendum.

1. Liability of Costs and Responsibility: The City shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim, or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Merced.

The selected Consultant shall be required to assume responsibility for all services offered in the proposal whether or not they process them within their organization. The selected Consultant will be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the contract.

1. Validity: The Consultant agrees to be bound by its proposal commencing as soon as possible, or by September 16, 2024, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified.
2. Standard Agreement: It will be assumed that the selected Consultant is willing and able to enter into a Professional Services Agreement, which will not be executed by the City without the agreement first being signed by the Consultant. The Consultant will be responsible for adhering to, and complying with, requirements of the RFP.
3. Permits and Licenses: Consultant, and all of Consultant’s sub-consultants, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates, and licenses, including but not limited to, a City Business License and Liability Insurance (as will be further specified in the Professional Services Agreement), which will be required in connection with the performance of services hereunder.
4. Oral and Written Explanations: The City will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding when confirmed in writing by an authorized City official.

# NOTES

1. A PDF copy of this RFP can be found on the City of Merced website at: [www.cityofmerced.org](http://www.cityofmerced.org).
2. The Housing Division’s Current 5-Year Consolidated Plan can be found on the City of Merced website at: www.cityofmerced.org/housing.
3. Other relevant information or documents may also be available upon request by emailing: housing@cityofmerced.org.

# Sample - Services Agreement

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this day of , 20 , by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and \_\_\_\_\_, a \_\_\_\_\_, whose address of record is , (hereinafter referred to as “Contractor”).

WHEREAS, City is undertaking a project to ; and,

WHEREAS, Contractor represents that it possesses the professional skills to provide services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

* 1. SCOPE OF SERVICES. The Contractor shall furnish the following services: Contractor shall provide the services described in Exhibit “A” attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the \_\_\_\_\_or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

* 1. TIME OF PERFORMANCE. All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “\_\_\_\_\_” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Contractor may change the requirements in said Schedule.
  2. TERM OF AGREEMENT. The term of this Agreement shall commence upon the day first above written and end on , 20 .
  3. COMPENSATION. Payment by the City to the Contractor for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit “\_\_\_\_\_” attached hereto and incorporated herein by reference. The Contractor agrees to provide all services required under the Scope of Services in Exhibit “A” within the compensation amount set forth in Exhibit “\_\_\_\_\_\_\_”. For Contractor’s services rendered under this Agreement, City shall pay Contractor the not to exceed sum of $ .
  4. METHOD OF PAYMENT. Compensation to Contractor shall be paid by the City after submission by Contractor of an invoice delineating the services performed.
  5. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the City, and Contractor hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
  6. CONTRACTOR’S BOOKS AND RECORDS. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.
  7. INDEPENDENT CONTRACTOR. It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall be responsible for the payment of all taxes, workers’ compensation insurance and unemployment insurance. Should Contractor desire any insurance protection, the Contractor is to acquire same at its expense.

In the event Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

* 1. INDEMNITY. Contractor shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Contractor or Contractor’s officers, employees, volunteers, and agents during performance of this Agreement; Contractor shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Contractor or its employees, subcontractors, or agents, or by the quality or character of Contractor’s work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
  2. INSURANCE. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

1. Workers’ Compensation Insurance. Full workers’ compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars ($100,000) for any one person and as required by law, including Employer’s Liability limits of $1,000,000.00 per accident. The policy shall be endorsed to waive the insurer’s subrogation rights against the City.
2. General Liability.
3. Contractor shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
4. Contractor shall maintain limits of no less than One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage.
5. The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Contractor.
6. The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
7. Contractor shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.
8. Automobile Insurance.
9. Contractor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars ($1,000,000) per accident for bodily injury and property damage.
10. The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Contractor.
11. The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
12. Professional Liability Insurance. Contractor shall carry professional liability insurance appropriate to Contractor’s profession in the minimum amount of One Million Dollars ($1,000,000). Architects and engineers’ coverage is to be endorsed to include contractual liability.
13. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:
14. An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
15. An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers’ compensation provided through the California State Compensation Fund).
16. Certificate of Insurance. Contractor shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Contractor’s insurance policies are not current.
    1. PREVAILING WAGES.
17. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a “public works” the Contractor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
18. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov/.
19. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Contractor from the Department of Industrial Relations. Theses wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.
20. Contractor agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.
    1. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the City.
    2. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
    3. CONFORMANCE TO APPLICABLE LAWS. Contractor shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by the City in connection therewith.

* 1. WAIVER. In the event that either City or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.
  2. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

* 1. AMBIGUITIES. This Agreement has been negotiated at arms’ length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.
  2. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.
  3. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.
  4. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.
  5. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.
  6. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED

A California Charter Municipal Corporation

BY:

D. Scott McBride

City Manager

ATTEST:

D. SCOTT MCBRIDE, CITY CLERK

BY:

Assistant/Deputy City Clerk

APPROVED AS TO FORM:

CRAIG J. CORNWELL, CITY ATTORNEY

BY:

City Attorney Date

ACCOUNT DATA:

M. VENUS RODRIGUEZ, FINANCE OFFICER

BY:

Verified by Finance Officer

{Signatures continued on next page}

CONTRACTOR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY:

(Signature)

(Typed Name)

Its:

(Title)

BY:

(Signature)

(Typed Name)

Its:

(Title)

Taxpayer I.D. No.

ADDRESS:

TELEPHONE:

FAX:

E-MAIL: