



## REQUEST FOR PROPOSALS

Sealed proposals must be received no later than **3:00 PM on November 4, 2024** by the City Clerk's office for the City of Monterey Park, 320 West Newmark Avenue, Monterey Park, CA. for the Analysis of Impediments to Fair Housing Choice **(AI)** Services,  
RFP # 839

Packets may be obtained from the Finance Services Department by emailing Maria Espinosa-Chavez at: [mespinosa-chavez@montereypark.ca.gov](mailto:mespinosa-chavez@montereypark.ca.gov).

Please refer to specifications for complete details and bid requirements.

The specifications in this notice are a part of any contract awarded in accordance with this RFP.

# **CITY OF MONTEREY PARK REQUEST FOR PROPOSAL**

RFP # 839

**PROPOSALS ARE DUE: NO LATER THAN 3:00pm, on November 4<sup>th</sup> 2024.**

The City of Monterey Park is seeking proposals from qualified firms to provide Analysis of Impediments to Fair Housing Choice **(AI)** Services

1. Submit Proposal to:
2. City of Monterey Park  
Att: City Clerk  
AI Services, RFP # 839  
320 W. Newmark Avenue  
Monterey Park, CA 91754
3. Proposer must honor proposal prices for sixty (60) days.
4. Proposals must include this Proposal form and be signed by the vendor's authorized representative.
4. Award of a contract will be made by the City Council based upon the criteria set forth in this RFP and will be made based upon the best qualified proposer rather than lowest price.

## PROPOSER TO READ

I have read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Phone No.

\_\_\_\_\_  
Title of Person Signing Bid

## **PROPOSAL INSTRUCTIONS**

1. **Submitting Proposals.** (a) Proposals must include this form, completed in its entirety, in a sealed envelope with the wording "Proposal," proposal number and closing date marked on the outside; (b) Proposals/corrections received after the closing time will not be opened. The City is not responsible for proposals not properly marked and delivered. Upon award, all submissions become a matter of public record.
2. **Alternatives.** Any changes or alternatives must be set forth in a letter attached to this proposal. The City has the option of accepting or rejecting any alternative proposal.
3. **Currency.** All references to dollar amounts in this solicitation and in vendor's response refer to United States currency.
4. **Preparation.** All proposals must be typed or written in black ink. Errors may be crossed out and corrected in ink, then initialed in ink by the person signing the proposal.
5. **Rejection.** The City may reject any or all proposals and waive irregularity in any proposal.
6. **Default.** In case of default by the vendor of any of the conditions of this proposal or contract resulting from this proposal, the vendor agrees that the City may procure the services from other sources and may deduct from the unpaid balance due the vendor, or collect against the bond or surety, or may invoice the vendor for excess costs so paid, and prices paid by the City will be considered the prevailing market price at the time such purchase is made.
7. **Assignment.** No assignment by the vendor of contract or any part hereof, or of funds to be received hereunder, is binding upon the City unless the City gave written consent before such assignment.
8. **Subcontractors.** The Bidder must list any subcontractors that will be used, the work to be performed by them, and total number of hours or percentage of time they will spend on the project.
9. **Indemnification.** The extent of a successful contractor's obligation to indemnify and defend the City is set forth in the sample contract attached to this RFP.
10. **Bonds.** When deemed necessary by the City, bid bonds must be furnished by all proposers in the amount of at least 10% of the bid to guarantee that proposers will enter into contract to furnish goods at prices stated. Likewise, a Performance Bond must be required of the successful proposer when stated in the specification (cash deposit, certified or cashier's check or money order may be substituted in lieu of either bond).
11. **Insurance.** This is a contract involving services and the City requires insurance. Insurance must

be primary insurance and must name the City of Monterey Park as an additional insured. Proof of insurance in the following amounts must be provided prior to contract signing; liability in the amount of \$1,000,000, automotive in the amount of \$1,000,000, worker's compensation in accordance with California law and Pollution Liability or Errors & Omissions of \$1,000,000 each occurrence/\$2,000,000 policy aggregate. Specific insurance requirements are set forth in the sample contract. **BIDDERS MUST SIGN AND RETURN EXHIBIT "A", INSURANCE REQUIREMENTS, WITH THEIR PROPOSAL.**

12. Proposal Rejection: The City may reject the proposal of any proposer who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such a contract satisfactorily. The City may reject the proposal of any proposer who is in default of the payment of taxes, licenses or other monies due to the City of Monterey Park.
13. Contract Pricing: Except as otherwise provided, price proposals must remain consistent through the term of this contract.
14. Proposal Questions: Questions should be forwarded by email to:

Maria Espinosa-Chavez  
[mespinosa-chavez@montereypark.ca.gov](mailto:mespinosa-chavez@montereypark.ca.gov). (For prompt response, in email Subject enter "AI RFP #839 question").

The last day for questions will be **3:00pm. on Thursday, 10/24/2024**. Questions received after this date will not receive a response.

## CONTRACT SAMPLE

The successful bidder will be required to enter into the sample contract that is attached as **Exhibit “B”**

### STATEMENT OF WORK AND FORMAT

The City of Monterey Park (City) requests proposals for the following purpose according to the terms and conditions attached. In the preparation of this Request for Proposal the words "Bidder," "Contractor," and "Consultant" are used interchangeably.

1. **Purpose:** The City of Monterey Park is seeking proposals from qualified firms to provide Analysis of Impediments to Fair Housing Choice **(AI)** Services
2. **Proposal Schedule:** Following is a tentative schedule of events:

**Proposal Requirements:** One original hard copy and one electronic copy of the proposal must be received by the City of Monterey Park no later than 3:00 pm on November 4<sup>th</sup>, 2024.

The emailed proposal must be submitted to: [mespinosachavez@montereypark.ca.gov](mailto:mespinosachavez@montereypark.ca.gov).  
Reference: **AI Services, RFP #839** in subject line.

The original hard copy should be delivered in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the bidder and the words, **AI Services, RFP #839** to the address below:

City of Monterey Park  
Attn: City Clerk  
AI Services, RFP, # 839  
320 W. Newmark Avenue  
Monterey Park, CA. 91754

Both the original hard and electronic copies of the proposal must be received **no later than 3:00pm 11/04/2024.**

### **Evaluation of Proposals**

The proposals will be reviewed by City staff during the week of November 4th, 2024. Proposals will be evaluated based on the following qualifications criteria:

1. Contractor's understanding of scope of work.
2. Contractor's approach to performing the tasks defined in the Scope of Work.
3. Capability of firm and key project personnel to handle the project in terms of workload, experience, and efficient staff utilization.

**Recommendation to City Council for Contract Award:**

Interviews of the top firms may be required. The successful contractor will be selected by the City Council based upon the criteria set forth above and the City's sole discretion. The Council is under no obligation to contract with any applicant.

3. **Introduction/Background:**

The City of Monterey Park is located at the western gateway to the San Gabriel Valley, in Los Angeles County, just a few miles east of downtown Los Angeles. The City encompasses an area of 7.73 square miles, with a population of 56,870.

Monterey Park was incorporated in 1916 as a general law city and operates under the council-manager form of government. The City council, which consists of five members, is elected by district and each serves a term of four years. The City Clerk and the City Treasurer are also elected by the citizens. The City of Monterey Park is a full-service municipal government, offering its residents police protection, fire and emergency medical services, water, sewer and refuse services, public infrastructure improvements and culture and leisure programming.

The City of Monterey Park values a sense of community and is a committed partner in the community's effort to revitalize neighborhoods and foster economic development as well as to provide quality, affordable housing while eliminating barriers and discriminatory practices in housing and housing related services. Thus, the City is seeking to partner with an experienced and qualified agency to provide AI services to the City to ensure continued fair housing opportunities for the citizens of Monterey Park.

4. **Objective(s)/Work Products:** Refer to the terms of the Agreement included as **Exhibit "B."**

5. **Work Statement:** Refer to the terms of the Agreement included as **Exhibit "B."**

6. **Required Qualifications:**

Qualifying respondents must be registered and maintain proper business licenses and in good standing within the State of California. As well as be registered and maintain good standing with the System for Award Management (SAM.gov). Have experience, sufficient size and depth of management, resources and staff to provide, support and meet operational requirements and ensure quality service throughout the term of the Agreement. Qualifying respondents must also have measurable and demonstrated successful experience in providing the specified services for like size venue and operations, and have been in business for at least five years

7. **Scope of Work:** (Refer to Scope of Work, Exhibit "C.")

8. **Time Schedule:**

<b>RFP Issue Date</b>	<b>10/09/2024</b>
<b>Cutoff date for questions</b>	<b>3:00 PM, 10/24/2024</b>
<b>Proposal Due Date</b>	<b>11/04/2024 (No later than 3:00PM)</b>
<b>Award of Contract</b>	<b>Week of 11/11/ 2024</b>

The initial term of this Agreement is **01/01/2025 – 12/31/2025**

9. **Response Submittal Requirements:**

(a) CONTENTS OF PROPOSAL

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format will result in elimination from proposal evaluation. **(Refer to Scope of Work, Exhibit “C.”)**

**FORMAT:**

Each proposal must be submitted in two parts:

Part I must relate to the Technical Proposal and Part II must relate to the Cost Proposal

**PART I - TECHNICAL PROPOSAL (Refer to Scope of Work, Exhibit “C”)**

Cover Letter - Must include the name, address, and telephone number of the company, and be signed by the person or persons authorized to represent the firm.

Table of Contents - Clearly identify material contained in the proposal by section and page number.  
Introduction (Section 1) - Contents to be determined by contractor.

Project Analysis (Section 2) - Provide an explanation and interpretation of the challenges identified in this RFP.

Objective, Scope, Nature of Proposed Program (Section 3) - Describe the overall approach to the challenges, including the objective and scope of work to be performed by the contractor

Work Program (Section 4) - Describe the work or tasks to be performed.

Methodology (Section 5) - Describe the methodology and techniques to be employed.

Project Management (Section 6) - Describe the proposed management structure, organization of contracting group, and facilities available.

Assigned Personnel (Section 7) - Identify the principals having primary responsibility for implementing the proposal. Discuss their professional and academic backgrounds. Provide a summary of similar work they have previously performed. List the amount of time, on a continuous basis, that each principal will spend on this project. Describe the responsibilities and capacity of the technical personnel involved. Substitution of project manager and/or lead personnel will not be permitted without prior written approval of the City.

Schedule (Section 8) - List the proposed schedule of activities including labor hours.

Program Monitoring (Section 9) - Describe the quality control procedures to be utilized during the project to ensure conformance with the scope of work.

City Resources (Section 10) - Describe the City services and staff resources needed to supplement contractor activities to achieve identified objective(s).

Subcontractors (Section 11) – If subcontractors are to be used, subcontractors must be registered and maintain proper business licenses and in good standing within the State of California. As well as be registered and maintain good standing with the System for Award Management (SAM.gov). Identify each of them in the proposal. Describe the work to be performed by them and the number of hours or the percentage of time they will devote to the project. Provide a list of their assigned staff, their qualifications, relationship to project management, schedule, costs, and hourly rates.

Contractor Capability and References (Section 12) - Provide a summary of the firm's relevant background experience. Discuss the applicability of such experience to this RFP. Include examples of projects completed for other similar agencies that are of a similar nature and a contact person for each of those clients.

Alternative Proposals (Section 13) - Provide statements of alternative proposals, if any, labeled "Alternative Proposal Number One, Alternative Proposal Number Two," etc. The format of each alternative proposal submitted may be abbreviated to address just the following:

- a. Work Program
- b. Methodology
- c. Assigned Personnel

Conflict of Interest (Section 14) - Address possible conflicts of interest with other clients affected by actions performed by the firm on behalf of the City. Although the bidder will not be automatically disqualified by reason of work performed for other parties, the City reserves the right to consider the nature and extent of such work in evaluating the proposal.

## **PART II - COST PROPOSAL (Refer to Scope of Work, Exhibit "C.")**

### Name and Address

The Cost Proposal must list the name and complete address of the bidder in the upper, left-hand corner.

### Cost Proposal

The Cost/Price format for the proposal must be as outlined in the Agreement for services, "Exhibit A".

Total cost must be clearly indicated at the end of the Cost Proposal and entered on the first page of the proposal.

Costs must be itemized per the agreement for services.

Charges for supplies, equipment, travel, and subcontractors will be paid at cost. It is expected that general, overhead, and administrative costs are included in the hourly rate for labor. Bids submitted will be held to the total cost given in the response quote. It will be assumed that all contingencies and/or anticipated escalations are included. No additional funds will be paid above and beyond the original quote given by the selected bidder.

### (b) PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth in Section 8 (a) - Contents of Proposal and this section. Failure to adhere to these specifications may be cause for rejection of proposal.

- I. Signature. An authorized representative of the bidder MUST sign all proposals.
- II. Due Date.

The proposer must submit one (1) hard copy original and one (1) electronic copy of the proposal. Both the original and the electronic copy must be received no later than 3:00 pm on 11/04/2024.

Emailed proposals must be submitted to: [mespinosa-chavez@montereypark.ca.gov](mailto:mespinosa-chavez@montereypark.ca.gov)  
Reference: AI Services, RFP # 839 in subject line.

The original hard copy should be delivered in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the bidder and the words "Request for Proposal, AI Services, RFP# 839"

The hard copy proposal must be received no later than 3:00 pm at the following address:

City of Monterey Park  
Attn: City Clerk  
AI Services, RFP # 839  
320 W. Newmark Avenue  
Monterey Park, CA. 91754

Late bids/proposals will not be accepted. Any correction or resubmission done by the proposer will not extend the submittal due date.

- III. Addenda. City may modify the proposal and/or issue supplementary information or guidelines relating to the RFP during the proposal preparation period of 10/10/2024 to 10/24/2024
- IV. Rejection. A proposal may be deemed nonresponsive and may be immediately rejected if:
  - It is received at any time after the exact date and time set for receipt of proposals and/or;
  - It is not prepared in the format prescribed and/or;
  - It is signed by an individual not authorized to represent the firm.
- V. Disposition of Proposals. The City reserves the right to reject any or all proposals. All responses become the property of the City. One copy of the proposal must be retained for City files. Additional copies and materials will be returned only if requested and at the bidder's expense.
- VI. Proposal Changes. Once submitted, proposals, including the composition of the contracting team, cannot be altered without the prior written consent of the City. All proposals constitute an offer to the City and may not be withdrawn for a period of sixty (60) days after the last day to accept proposals.

Proposals will be evaluated on the following criteria:

- 1. Contractor's understanding of scope of work.
- 2. Contractor's approach to performing the tasks defined in the Scope of Work.
- 3. Capability of firm and key project personnel to handle the project in terms of workload, experience, and efficient staff utilization.

During the selection process, the evaluation panel may wish to interview bidders with scores above a natural break, for clarification purposes only. No new material will be permitted at this time.

# Exhibit "A"

## INSURANCE REQUIREMENTS

**[MUST BE SUBMITTED WITH PROJECT PROPOSAL]**

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000.00
Professional liability	\$1,000,000.00
Business automobile liability	\$1,000,000.00
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of the most recent ISO-CGL Form Number. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Professional liability coverage must be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," the Consultant must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated ("extended insurance"). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Consultant for all claims made by the City arising out of any errors or omissions of the Consultant, or its officers, employees or agents during the time this Agreement was in effect.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's consultant. Failure to provide this form may render the bidder's proposal "nonresponsive."

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder

# EXHIBIT "B"

**AGREEMENT NO. [Click here to enter text.](#)  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MONTEREY PARK AND  
[Consultant name](#)  
FOR [Click here to enter text.](#)**

**THIS AGREEMENT** is entered into this [Click here to enter text.](#) day of [Click here to enter text.](#) 20[Click here to enter text.](#), by and between the CITY OF MONTEREY PARK, a municipal corporation and general law city ("CITY") and [Consultant name](#), a type of organization, e.g., corporation, and state of incorporation ("CONSULTANT").

## 1. **CONSIDERATION.**

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed [Click here to enter text.](#) for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "[Click here to enter text.](#)," which is incorporated by reference.

## 2. **SCOPE OF SERVICES.**

- A. CONSULTANT will perform services listed in the attached Exhibit "[Click here to enter text.](#)," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

**3. PERFORMANCE STANDARDS.** While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

**4. PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "Click here to enter text.") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

**5. NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

**6. ADDITIONAL WORK.**

- A. CITY's city manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.
- B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.
- C. Payments over \$Click here to enter text. for Additional Work must be approved by CITY's city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

**7. FAMILIARITY WITH WORK.**

- A. By executing this Agreement, CONSULTANT agrees that it has:

- i. Carefully investigated and considered the scope of services to be performed;
  - ii. Carefully considered how the services should be performed; and
  - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

8. **TERM.** The term of this Agreement will be from [Click here to enter a date.](#) to [Click here to enter a date.](#) Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "[Click here to enter text.](#)";
- B. Termination as stated in Section 16.

**9. TIME FOR PERFORMANCE.**

- A. CONSULTANT will not perform any work under this Agreement until:
  - i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
  - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

10. **TIME EXTENSIONS.** Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

List exhibits with scope of work first; budget second; and proposal last (all if applicable)

12. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

13. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

14. **PERMITS AND LICENSES.** CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15. **WAIVER.** CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. **TERMINATION.**

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will

not be obligated to compensate CONSULTANT for such work.

- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

**17. OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY.** Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT (collectively, "Documents") under this Agreement are CITY's property. CONSULTANT may retain copies of such Documents as desired but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk. CONSULTANT warrants that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, CONSULTANT understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to CITY and representing it as CONSULTANT's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, CITY specifically rejects ownership of such Documents. CONSULTANT is required to indemnify and defend CITY to the fullest extent allowed by applicable law should it violate this Section.

**18. PUBLICATION OF DOCUMENTS.** Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

**19. INDEMNIFICATION.**

- A. CONSULTANT agrees to the following:
- i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.
  - ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

**20. ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

**21. INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

**22. AUDIT OF RECORDS.** CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

**23. INSURANCE.**

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried

by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 16.
- G. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the Assistant City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CITY's behalf upon the CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under

the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

**24. USE OF SUBCONTRACTORS.** CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

**25. INCIDENTAL TASKS.** CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

**26. NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

Attention: Click here to enter text.  
Click here to enter text.  
Click here to enter text.  
Click here to enter text.  
phone  
email

If to CITY:

Attention: Click here to enter text.  
City of Monterey Park  
Click here to enter text.  
Click here to enter text.  
phone  
email

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

**27. CONFLICT OF INTEREST.** CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

**28. SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

**29. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

**30. INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

**31. COMPLIANCE WITH LAW.** CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

**32. ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are [Click here to enter text.](#) Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

**33. RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

**34. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

**35. AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's Manager, or designee, may execute any such amendment on behalf of CITY.

**36. ELECTRONIC SIGNATURES.** This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

37. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

38. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

39. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

40. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement the day and year first hereinabove written.

**CITY OF MONTEREY PARK**

**Consultant name**

\_\_\_\_\_  
**Enter Name, City Manager**

\_\_\_\_\_  
**Click here to enter text.**

**ATTEST:**

\_\_\_\_\_  
**Enter Name, City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Karl H. Berger, City Attorney**

**Taxpayer ID No. enter no.**

# EXHIBIT “C”

## SCOPE OF WORK

Request for Proposal (RFP) for  
Analysis of Impediments to Fair Housing Choice (AI) Services.

### I INTRODUCTION

The City of Monterey Park, CA. is soliciting and accepting proposals from qualified, licensed, and insured consultants or companies, demonstrating their qualifications, past performance, and interest in providing assessment of Analysis of Impediments to Fair Housing (AI).

### II BACKGROUND

The City of Monterey Park is located at the western gateway to the San Gabriel Valley, in Los Angeles County, just a few miles east of downtown Los Angeles. The City encompasses an area of 7.73 square miles with a population of 56,870.

Monterey Park was incorporated in 1916 as a general law city and operates under the council-manager form of government. The City Council, which consists of five members, is elected by-district and each serves a term of four years. The City Clerk and the City Treasurer are also elected by the citizens. The City of Monterey Park is a full-service municipal government, offering its residents police protection, fire and emergency medical services, water, sewer and infrastructure improvements and culture and leisure programming.

The City of Monterey Park values a sense of community and is a committed partner in the community’s effort to revitalize neighborhoods and foster economic development as well as to provide quality, affordable housing while eliminating barriers and discriminatory practices in housing and housing related services.

The AI Scope of Work will involve an assessment of how the City’s laws, regulations, policies, and procedures affect the location, availability, and accessibility of housing. It also assesses how conditions, both private and public, affect fair housing choice.

### III. REQUIREMENTS

As stated in Exhibit “A” to be awarded this contract, the successful respondent must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

#### Type of Insurance Limits

Commercial general liability:	\$2,000,000.00
Professional liability	\$1,000,000.00
Business automobile liability	\$1,000,000.00
Workers compensation	Statutory requirement.

Additionally, liability policies must be endorsed to name the City, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will

## EXHIBIT “C”

be deemed “primary” such that any other insurance that may be carried by the City will be excess thereto.

### IV. EXECUTIVE SUMMARY

This section should contain an outline of the respondent’s general approach and experience to providing AI services, along with a brief summary of the prominent features of the proposal submitted. Include the following:

- a. Makeup of the agency and experience. Include the number of offices, office locations and number of employees in each office.
- b. Provide a description/details of the AI services provided, along with the names and dates of service for governmental agencies.
- c. Proposer will provide a detailed summary of how services listed in the Scope of Work below will be delivered to the City. Include a response to each item in the list.

### V. SCOPE OF WORK

The selected vendor will provide AI services for the City of Monterey Park by completing the following:

1. Provide a concise overview of the current HUD requirements and guidelines to ensure full compliance with relevant regulations.
2. Conduct a thorough examination of the City’s Assessment of Fair Housing (AFH) Plan for 2025-2029 as well as an Analysis of Impediments to Fair Housing Choice prepared for jurisdictions within the City of Monterey Park in the last five years.
  - Perform a comprehensive review of actions taken by participating jurisdictions to address identified impediments.
3. Collaborate with each fair housing service organization operating within the City of Monterey Park to gain a deep understanding of current fair housing issues.
4. Engage with the City’s Housing Rights Center and relevant City agencies or task forces to gather and analyze pertinent information for City’s AFH plan, ensuring alignment with current HUD regulations and the Fair Housing Planning Guide.
5. Collect relevant data and information to prepare the City’s AI in accordance with current HUD regulations and the Fair Housing Planning Guide.
6. Conduct community engagement activities to hear directly about fair housing issues affecting residents of the City of Monterey Park by reaching out to:

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- Tenants
  - Landlords
  - Homeowners
  - Fair housing organizations
  - Civil right and advocacy organizations
  - Legal services providers
  - Social services providers
  - Housing developers
  - Industry groups
7. Facilitate outreach to fair housing stakeholders and the general public, providing opportunities for involvement in the City’s AFH development process. Implement a consultation and input process inclusive of:
- Diverse group-based organizations
  - Housing Providers
  - Fair housing organizations
  - Community-based organizations
  - Housing providers
  - Realtors
  - Lenders
  - Planning Officials
  - Other relevant stakeholders
8. Utilize contact lists maintained by City fair housing participants for outreach.
9. Organize community meetings as needed to complete the City’s AFH, with a minimum of four proposed public meetings held in various areas within the City with at least two of the meetings offering hybrid option for Virtual participation.  
The required meeting responsibilities include:
- Participant invitations
  - Agenda preparation
  - Provision of handouts and presentation material
  - Ensuring availability of interpretation services
  - Maintain transcript and minutes of the meetings, including citizen comment/input.
- Conduct at least:
- Two evening community meetings of the four meetings total
  - A focus group with a wide array of nonprofit organizations and government officials.
  - Additional outreach for members of protected classes, including but not limited to: Chinese and other Asian populations as well as Hispanic/Latino populations
  - All community meetings will have translation services available if requested in: Chinese, Vietnamese, Mandarin and Spanish.

## EXHIBIT “C”

- All meetings will be held in locations accessible to people with mobility issues.
10. Ensure all materials, outreach efforts and meetings are accessible in languages relevant to the City, including but not limited to: Chinese, Vietnamese, Mandarin and Spanish.
  11. Include and, if necessary, develop tabular data or maps in accordance with current HUD regulations, Fair Housing Planning Guide and State Law, Title 7, indicating concentrations of:
    - Minority residents
    - Residents living in poverty
    - Availability of public transportation
    - Lending rates
    - Section 8 rental assistance
    - Public Housing
    - Group Homes, and
    - Other pertinent information
  12. Information and analysis of the effect of:
    - Building occupancy and health, and safety codes on housing and the use of accessibility standards and reasonable accommodation in local construction.
    - Applicable zoning and land use laws and policies that may place restrictions on housing or housing choice and the application of reasonable accommodation with respect to disable populations.
    - Policies and practices concerning the application of local neighborhood or site standards on new construction, especially for assisted housing development.
    - Policies and practices that connect transportation and available social services with housing opportunities.
    - Policies and practices that may affect the equal provision of governmental services.
    - Policies concerning activities that may cause displacement, which may affect opportunities to select housing inside and outside areas of minority concentration, or housing that is accessible.
    - Policies and practices that may affect the representation of minorities and persons with a disability on planning and/or zoning boards and commissions.
    - Policies and practices of public housing authorities and other housing assistance providers with respect to tenant selection and assignment, reasonable accommodation, delivery of services, maintenance and accessibility.
    - Policies and practices regarding the sale and rental of real estate, such as steering or “blockbusting”, “all adult” issues, deed restrictions, inaccessible design, local occupancy standards and practices, local lending practices, real estate appraisal practices, insurance underwriting practices, and segregated housing conditions.
  13. Address any additional components necessary for the City’s AFH to align with current HUD regulations or the Fair Housing Planning Guide that are not explicitly mentioned in this RFP.

## EXHIBIT “C”

### VI. 5 YEAR FAIR HOUSING ACTION PLAN

The following tasks shall be included:

1. Preparation of strategies and action steps to address and eliminate identified impediments to fair housing choice both for individual organizations and on a city-wide level.
2. Prepare a Joint Equity Plan following robust community engagement that contains an analysis of fair housing issues confronting the region and Public Housing Authorities (PHAs), goals, and strategies to remedy those issues in concrete ways, and include a description of community engagement.
  - The Equity Plan is the fair housing plan that will be prepared to commit cities and PHAs to goals that advance equity in housing, community development programs, and residents' access to well-resourced areas, opportunity, and community assets.
  - The Equity Plan should be developed with the input of the community and consist of an analysis of fair housing data and issues, a prioritization of the issues that would be addressed, and the establishment of and commitment to undertake fair housing goals. Those goals would then be incorporated into subsequent planning documents, such as the Consolidated Plan, Annual Action Plan, and PHA Plan.
  - The Equity Plan should shall include but not be limited to topics in the following areas:
    - a) Demographics;
    - b) Segregation and integration;
    - c) Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs);
    - d) Access to community assets;
    - e) Access to affordable housing opportunities;
    - f) Access to home ownership and economic opportunity;
    - g) Policies and practices impacting fair housing; and
    - h) Other topics as may be required by updated HUD requirements or guidance.
  - Information from the participating City's Housing Elements approved by the State of California Department of Housing and Community Development and incorporated as much as possible into the Equity Plan.
3. First year annual progress evaluation that describes progress toward each goal in the Equity Plan.
4. Strategies and actions shall be identified separately for each participating jurisdiction and include appropriate prioritization after consultation with each jurisdiction. Suggested prioritization might be:

## EXHIBIT “C”

- High Priority – complete recommended action within 1 year;
  - Medium-High Priority-complete recommended action within 2 years;
  - Medium Priority – complete recommended action within 3 years;
  - Medium-Low Priority – complete recommended action within 4 years;
  - Low Priority-complete action within 5 years; and
  - Ongoing priority- monitor activity on a periodic or ongoing basis.
5. Table listing action to be taken annually to address identified impediments.

*(These deliverables are based upon HUD’s New Proposed “Affirmatively Furthering Fair Housing” Rule published on February 9, 2023. If the Final Rule includes additional requirements or substantial changes, Consultant shall meet those additional requirements and changes from HUD. If the Final Rule is not adopted, the Consultant shall meet HUD’s current requirements).*

### VII. SUBMISSION OF THE 5 YEAR FAIR HOUSING ACTION PLAN

1. Provide periodic progress updates to the City’s group as requested (minimum monthly meeting).
2. Provide a draft of the City’s AFH report and 5-year plan in progress for review and comment by the participating jurisdictions, prior to submission of the final document.
  - The draft City AFH and 5-year Fair Housing Action Plan document will be made available for a 30-day public review period prior to presentation of the draft document to the Monterey Park City Council. One bound copy of the completed draft City’s AFH and 5-year Fair Housing Action Plan document along with an electronic version shall be provided by the Consultant to the City of Monterey Park.
3. At the completion of the project, the Consultant shall provide the City of Monterey Park with one bound copy of the City’s final AFH and 5-year Fair Housing Action Plan document and an electronic version in a fully searchable and bookmarked PDF file that includes all tables, figures and maps.
4. Complete all work within 240 days of contract execution, no later than April 1, 2025.

### VIII. HUD FUNDING

1. The proposed activity will be partially or completely funded with HUD funds in accordance with federal laws and regulations which require that all contracts with consultants for activities utilizing HUD funds adhere to all applicable requirements, including but not limited to a drug-free workplace, non-discrimination, equal employment opportunity training and business opportunity and non-segregated facilities. The selected Consultant shall certify that they meet all applicable federal requirements.

## EXHIBIT "C"

### IX. HUD AUDIT or REVIEW

1. In the event of a HUD audit or review of the completed City AFH and 5-year Fair Housing Action Plan document, the successful Consultant shall interface with HUD to
2. justify the accuracy of the finished document, describe the techniques of data collection and ensure that the City's AFH document complies with all HUD requirements, regardless of when audit or review is completed. If HUD requires changes to the completed City AFH and 5-year action plan document to meet federal requirements, the successful consultant shall make the changes to the City's AFH and 5-year Fair Housing Action Plan document by consulting with the City's contract representative.

#### 1. Reporting

- a. Proposer will provide an email confirming the receipt of file transmission for data processing.

### X. PROPOSED FEES

The City of Monterey Park intends to award this contract to the Agency that it deems most responsive and will provide the most comprehensive and high-quality service to the City inclusive of fee considerations. The City reserves the right to accept other than the lowest price offer and to reject all proposals that are not responsive to this request.

Fee information is to include the following:

- a. One-Time Implementation Fee. Includes all phases of the project prior to the production phase: Add other expected fees/costs