



Request for Proposal (RFP) for Administration/Professional Services - Cover Letter

March 19, 2018

Re: Proposed Administrative Services for current Over-the-Counter Community Development Block Grant

Dear Administrative Service Providers:

Attached is a copy of the City of Riverbank's Request for Proposals for *administrative services*. These services are being solicited to assist the City of Riverbank in its administration of a contract that was awarded, from the CDBG – Over-the-Counter Community Development Block Grant Program. The City of Riverbank has received funding to support **Public Infrastructure** activities in support of Repsco Inc.

Background

The City of Riverbank applied and was awarded an Economic Development Allocation Over-the-Counter Grant for public infrastructure support to Repsco Inc. A tenant occupying space at the Riverbank Industrial Complex (RIC). In its current condition, the RIC doesn't have the public infrastructure in place for Repsco to operate its additional manufacturing lines that moved from Denver to Riverbank. There was a need for upgrades to the electrical system, rehabilitation of existing restrooms, dock upgrades and lighting. These improvements will bring their current leased space up to what would be considered leasable status for their operations. With a significant reduction in staff this grant's scope of work has been broke out due to the complexities of the electrical infrastructure on site and construction related portions have been carved out for bid under separate cover.

The submission requirements for this proposal are also included on the attached Request for Proposal (RFP) form. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and statement of qualifications to:

Melissa Holdaway, Administrative Analyst II
City of Riverbank
6707 3rd Street
Riverbank, CA 95367

The City is particularly interested in receiving proposals from female, minority and locally-owned businesses.

The deadline for submission of proposals is April 16, 2018 at 5 p.m.

All responsive proposals shall be reviewed and evaluated by the City of Riverbank in order to determine which proposer best meets the city's needs for this Project by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the City shall evaluate proposals are set forth in the Request for Proposals

The City of Riverbank is an Affirmative Action/Equal Opportunity Employer.

Sincerely,

Melissa Holdaway

Melissa Holdaway
Administrative Analyst II

RFP for Administration/Professional Services

The City of Riverbank is seeking to enter into a services contract with a competent administration/management firm/professional service provider to assist the City in the overall management of its proposed CDBG-Over-the-Counter Community Development Block Grant. The following outlines the request for proposals.

I. Scope of Work - The professional administration/management firm/consultant to be hired is to provide contract-related management services to the City of Riverbank, including but not limited to the following areas:

General Administration Services – General

- Project Management to include CDBG required reporting and meeting the National Objective of Job Creation
- Labor Standards and Compliance

Please specify actual tasks to be performed under each of these categories.

II. Statement of Qualifications - The City is seeking to contract with a competent professional administration/management firm/consultant experienced in grants/contracts application and administration. Specifically, it is seeking those consultant(s) or firm(s) with the following qualifications:

- Related experience in managing federally-funded local public works construction projects
- Related Experience / Background with specific project type

III. Proposed Cost of Services - Please provide your cost proposal to accomplish the scope of activity outlined above and for any additional services required. The proposal must include all costs that are necessary to successfully complete these activities. Firms may submit proposals for any or all activities. Please note that the lowest/best bid will not be used as the sole basis for entering into this contract.

IV. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience associated with SOW	50
Capacity to Perform	30
Proposed Cost	<u>20</u>
Total	100

The selected firm is required to comply with all terms and conditions of the State Department of Housing and Community Development, Over-the-Counter Program.

V. Deadline for Submission – Proposals must be received no later than 5pm on April 16, 2018, at the following address: 6707 3rd Street, Riverbank, CA 95367.

GENERAL CONDITIONS

1. *General Information*

Proposals shall be submitted no later than 5:00 p.m. on April 16, 2018. Proposals shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal. Proposals are to be verified before submission as they cannot be corrected or altered or signed after they are opened.

2. *Amendments*

The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted on the City of Riverbank's Official City Web Site at www.cityofriverbank.org; Proposers should check this web page daily for new information.

3. *Interpretation of Proposals*

Should a proposer find discrepancies in, or omissions from the specifications, or should proposer be in doubt as to their true meaning, proposer may submit to the Administrative Analyst a written request for an interpretation thereof prior to the proposal opening. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

4. *Cost for Preparing Proposal*

The cost for developing the proposal is the sole responsibility of the proposer. All proposals submitted become the property of the City.

5. *Addenda*

Any addenda issued by the City during the time of bidding shall be covered in the proposal and shall be made a part of the contract.

6. *Proposal Openings*

Proposals shall be delivered to the City of Riverbank on or before the day and hour set for the opening of proposals as stated in the Request for Proposal/Qualifications. A proposer may withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening of proposals.

7. *Late Proposals*

Any proposals received after the scheduled time of opening will be noted as received, but they will not be opened or considered.

8. *Affirmative Action*

The City of Riverbank requires any vendor who receives business from the City to adhere to the Equal Opportunities in Employment guidelines as set forth within Federal and State guidelines. By signing and submitting a proposal for this contract to the City, the vendor does certify, to adhere to said guidelines.

9. *Governing Law*

Any contract shall be construed and interpreted according to the laws of the State of California.

10. *Contract Discussions*

Prior to award, the apparent successful firm may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week

from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm.

11. *Confidentiality Requirements*

The staff members assigned to this project may be required to sign a departmental nondisclosure statement. Proposals are subject to the Freedom Information Act. The City cannot protect proprietary data submitted in proposals.

12. *Insurance Requirements*

The City of Riverbank requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful proposer must furnish the City with the Certificates of Insurance proving coverage as specified in Appendix B. Consultant must be licensed to do business in the State of California.

Please carefully review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal enclosed herein. The terms of the agreement, including insurance requirements have been mandated by City Council. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.

Appendix A

SCOPE OF WORK

The Contractor shall provide the following scope of services indicated below: *(choose contracted services)* All work items will be carried out in conjunction with City staff direction, input and review.

SCOPE OF SERVICES REQUESTED

The selected consultant shall provide the City of Riverbank with contract administration, project management, and labor compliance responsibility for the infrastructure construction project funded under the CDBG Over-the-Counter Economic Development Grant executed on January 12, 2017 and expended by October 26, 2019.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed to ensure that the City's CDBG-funded program complies with requirements of the source of funds being used and any other legal requirements that may apply. The consultant shall maintain the utmost accuracy in documentation and filing system that meets or exceeds the requirement of the funding source. The consultant shall manage program workflow to ensure the timely expenditure of funds. The consultant shall participate in any program review or audit.

Administrative Responsibilities:

- Meeting agendas and minutes, records of conversations with key individuals;
- Respond to requests for information from City staff;
- Submit quarterly performance reports to City;
- Review drafts of public documents including staff reports, RFP's and other postings;
- City liaison to selected prime contractor and any subcontractors and CDBG staff.

Project Management & Labor Standards Responsibilities:

Pre-Construction:

- Obtain Affidavit of Publication from media of general circulation;
- Conduct a Section 3 Pre-Bid Presentation at the Pre-Bid Meeting;
- Verify Federal Wage Decision is current within 10 days of bid opening date;
- Assist City staff in evaluating contractor proposals;
- Conduct contractor eligibility check before contract award.

Contract Award:

- Ensure all required federal provisions and CDBG contractual clauses are included in agreements;
- Compile and submit Notice of Contract Award Letter to Department of Labor;
- Schedules Pre-Construction meeting and notifies City staff;
- Conducts Pre-Construction meeting;
- Issues Notice to Proceed to Contractor;
- Obtains and submits City reporting forms;

Construction:

- Establish and maintain contractor and subcontractor labor files for each contractor/subcontractor;
- Conduct employee field interviews and document filed posting compliance;
- Reconcile weekly certified payroll reports and supporting documentation;
- Monitor contractors for Section 3 accomplishments;

Post Construction:

- Review contractor's final payroll and Section 3 Economic Opportunity Report;
- File Notice of Completion;
- Compile and submit labor standards and related reports;
- Schedule labor compliance file review prior to release of retention funds;
- Address and resolve any underpayment or deficiency issues.

Appendix B

INSURANCE REQUIREMENTS

The City of Riverbank City Council requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII:

Minimum Limits of Insurance

Professional Liability/Errors and Omissions Liability Insurance: Minimum of \$1,000,000 per occurrence and in the aggregate.

Claims made policies are acceptable if the policy further provides that:

1. The policy retroactive date coincides with or precedes the professional services contractors' start of work (including subsequent policies purchased as renewals or replacements).
2. The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insured.
3. If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit,
4. The reporting of circumstances or incidents that might give rise to future claims.

Deductibles, Self-Insured Retentions, Limitations or Modifications

Any deductibles, self-insured retentions or similar forms of coverage limitations or modifications, must be approved by the City Manager and City Attorney of the City of Riverbank. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.

Description of Work to be Performed

The staff contact and purpose of the evidence of coverage must be identified.

ADDITIONAL PROVISIONS

FEDERAL TERMS AND CONDITIONS:

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

AFFIRMATIVE ACTION:

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

SECTION 3:

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

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

EQUAL OPPORTUNITY:

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

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the

Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

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

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

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

INSURANCE:

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

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

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

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

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

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

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

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

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

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

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

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

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

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

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

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

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

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

D/MBE/WBE IMPLEMENTATION GUIDELINES:

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

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

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant

to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

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