

“ City of Corning is requesting proposals from qualified public entities or private firms for Grant Writing Consulting Services

Submission of Proposals: Complete written Proposals must be submitted in sealed envelopes marked and received no later than **5:00 PM** on November 16th, 2018 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

**City of Corning
City Hall
Attention: City Clerk
794 Third Street
Corning CA 96021**

Inquiries: Questions about this RFP must be directed in writing, via e-mail to:

RFP Facilitator: Molly Marcussen, mmarcussen@corning.org”



REQUEST FOR PROPOSAL

FOR

GRANT WRITING CONSULTING SERVICES

RFP No. 18-11162018

CITY OF CORNING

Released on October 26th, 2018

REQUEST FOR PROPOSAL FOR GRANT WRITING CONSULTING SERVICES

The City of Corning hereinafter referred to as the “City”) is requesting Proposals from qualified public entity or private firms (hereinafter referred to as “Proposer”). The awarded Contractor, (hereinafter referred to as “Contractor”) in accordance with the Sample Professional Service Agreement terms, conditions, and scope of work “Appendix A”. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation attachments/exhibits. The term is expected to be for three (3) years with two (2) one-year options to renew.

I. GENERAL INFORMATION

The City of Corning is a general law city, which operates under the council/manager form of government with an annual General Fund budget of almost \$6 million and a total budget of almost \$11 million for fiscal year 2018-2019.

The City of Corning (City), California is a rural agricultural community of 7,663 people situated 25 miles northwest of Chico and 17 miles south of Red Bluff in south central Tehama County. The incorporated area of the City consists of 3.55 square miles, or 2,270 acres, primarily located east of Interstate 5. Land uses present within this area cover a broad spectrum of use, including residential, commercial, industrial, aviation, agriculture, rural residential, public service/utility, floodplain, and vacant property.

The City is a “full service city” providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; municipal airport management; land use planning and zoning; maintenance and improvement of streets, water and sewer systems; parks management; and a full range of recreational programs.

The successful Proposer shall have at least five years of prior experience on similar types of projects (Scoping plan Appendix a). All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, reference check, project understanding, cost and responsiveness to the needs and concerns of the City of Corning.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City’s Planning Department contact set out in RFP, Section II, Subsection 2, Inquiries, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City’s Purch Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on the City's website at www.corning.org. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Planning Department. It is the responsibility of each Proposer to periodically check the City's website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

- 2 **Schedule of Events:** This Request for Proposal shall be governed by the following schedule:

Release of RFP	October 26th, 2018
Proposals are Due:	November 16th, 2018 at 5:00 PM
Approval of Contract	TBD

**All dates are subject to change at the discretion of the City.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Corning with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Corning California, and the office from which the project will be managed.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Attachment A, Scope of Work**, of this RFP.
- **Company Experience and Capabilities:**

- a. Identify the years of experience your firm and the principals (if any) who will be assigned to work with the City have in providing project manager services for governmental agencies. Please indicate years of experience both on a firm and an individual basis.

- b. Identify the **types of grant work** of which **your firm and the principals (if any)** who will be assigned to work with the City have acted as lead project manager **in the past three (3)** years. Please indicate numbers of issues both on a firm and an individual basis.
- c. Briefly discuss and provide examples that illustrate the firm's resources, commitment and demonstrated ability to complete all components of all projects in a timely manner, including but not limited to, attending meetings, advising staff on matters specific to the scope of service, preparing and presenting reports to City staff and members of the City Council, and assisting with due diligence and disclosure processes relevant to the scope of services.
- **Methodology Section:** Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm or entity will undertake to satisfy the requirements of the Scope of Work.
 3. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
 4. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider Proposals that offer alternative service delivery means and methods for the services desired.
 - **Qualifications:** The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors (if any) performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
 2. A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
 3. Provide at least five professional references of entities that received similar services from your firm. The City of Corning reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - Client name
 - Project description
 - Project start and end dates
 - Client project manager name, telephone number, and e-mail address.
- **Cost Proposal:** All Proposers are required to use **Attachment B, Cost Proposal** to be submitted with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of two years following submission.
 - **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Corning elected official(s), appointed official(s), City employee(s), or family member of any current Corning elected official(s), appointed official(s), or City employee(s). **Any past or current business relationship may not disqualify the firm from consideration.**
 - **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix A**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **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.
- **Number of Proposals:** Submit one original and one hard copy of your Proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

Proposals shall be printed double-sided and stapled.

- In the event of a conflict between the original and any hard copy or disk copy, the original shall control.
- **Submission of Proposals:** Complete written Proposals must be submitted in sealed envelopes marked and received no later than **5:00 PM** on November 16th, 2018 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

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- **Inquiries:** Questions about this RFP must be directed in writing, via e-mail to:

RFP Facilitator: Molly Marcussen, mmarcussen@corning.org

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the City of Corning's website at www.corning.org. Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than **November 9, 2018**. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Corning. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

Insurance - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

W-9 – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor’s legal business name(s).

3. Evaluation Criteria: In accordance with the City of Corning Municipal Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

1. **Company Experience, Qualifications and Capabilities** 40%
2. **Cost Proposal**----- 35%
3. **Approach, Methodology, and Efficiency** 15%
4. **Staffing** 10%

4. Evaluation of Proposals and Selection Process: An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is an important factor for award, it is not the sole consideration.

A. **Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer’s approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to

making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals,

Discussions: Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **November 26th, 2018** and

will be conducted at City of Corning City Hall, 794 Third Street Corning, CA 96021.

This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be

interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

6. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

7. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the

withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

- 8. Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix A** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- 9. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.
- 10. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix B**.
- 11. Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as

Appendix A to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.** Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

- 12. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix A.**

- 13. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the City of Corning website at www.corning.org. Proposers should check this web page daily for new information.

APPENDIX A FORMS

Vendor Application Form

Ex Parte Communications Certification Disclosure of Government

Positions Disqualification Questionnaire Company Profile & References

Staffing Plan

Sample Agreement

**VENDOR APPLICATION FORM
FOR
RFP NO. 18-11162018
GRANT WRITING CONSULTING SERVICES**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL SOLE PROPRIETORSHIP

PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number:

City of Corning Business License Number:

_____ (If none, you

must obtain a City of Corning Business License upon award of contract.)

City of Corning Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 18-11162018 GRANT WRITING CONSULTANT SERVICES** at any time after **October 26, 2018**.

Date: _____

Signature

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **October 26, 2018** with a City Councilmember concerning **RFP No. 18-11162018 GRANT WRITING CONSULTANT SERVICES**. A copy of all such communications is attached to this form for public distribution.

Date: _____

Signature

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

~~Company Profile~~
COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor's License Board:

Business Address:

Website Address:

Telephone Number: _____ Facsimile Number: _____

_____ Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name: _____ Yes _____ No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated: _____ Yes _____ No

If yes, State of Incorporation: _____ Federal Taxpayer ID Number: _____

_____ Regular business hours: _____

Contact person in reference to this solicitation:

Telephone Number: _____

Email Address: _____

Contact person for accounts payable:

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Name of Project Manager:

Telephone Number: _____ **COMPANY PROFILE & REFERENCES**

Email Address: _____

(Continued)

COMPANY PROFILE & REFERENCES

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: _____ Telephone Number: _____

Project Manager Contact Name: _____ Contract Amount: _____

Email: _____

Address: _____

Project Start/End Date: _____

Project Description: _____

Company Name: _____ Telephone Number: _____

Project Manager Contact Name: _____ Contract Amount: _____

Email: _____

Address: _____

Project Start/End Date: _____

Project Description: _____

Company Name: _____ Telephone Number: _____

Project Manager Contact Name: _____ Contract Amount: _____

Email: _____

STAFFING PLAN

1. Primary Staff to perform Agreement duties

Name	Classification/Title	Years of Experience

2. Alternate staff (for use only if primary staff are not available)

Name	Classification/Title	Years of Experience

Substitution or addition of Proposer’s key personnel in any given category or classification shall be allowed only with prior written approval of the City Project Manager.

The Proposer may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service required. Assignment of additional key personnel shall be subject to City Project Manager approval. City reserves the right to have any of Contractor personnel removed from providing services to the City under this Agreement. City is not required to provide any reason for the request for removal of any Contractor personnel.

ATTACHMENT A

SCOPE OF WORK FOR GRANT WRITING CONSULTANT SERVICES

The selected Proposer (hereinafter referred to as “Consultant”) will be responsible for providing the following services to the City:

1. *Grant Funding Research* – Upon direction of City Manager, conduct research to identify grant resources including, but not limited to, Federal, State, foundation, agencies and organizations that support the City’s funding needs and priorities (emphasizing grants which require no “matching” funds), including, but not limited to:

- a) Economic development (federal EDA funds, etc.)
- b) Criminal justice technology programs
- c) Housing and housing programs (CDBG, HOME Program, CalHome, Homebuyer programs, housing rehab programs, etc)
- d) Infrastructure development and maintenance
- e) Public safety
- f) Technology
- g) Parks and recreation programs
- h) Multimodal transportation
- i) Workforce development
- j) Records management
- k) Senior, family, and youth programs
- l) Energy efficiency and sustainability
- m) Senate Bill 2 funding
- n) Airport Improvements (Federal FAA funds, etc.)

2. *On-Call Grant Research* – In addition to the areas defined above, other areas may also be identified through the funding needs analysis process and throughout the duration of the contract. The Scope of Work may also include researching grant opportunities identified by the City.

3. *Grant Proposal Development* – Upon direction of the City Manager, provide general grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to the City.

4. *Grant Management*- Provide grant management services required within specific funded grants, upon direction of the City, for various grants awarded (i.e. CDBG, HOME, Housing Rehab, etc.)

5. *Funding Needs Analysis* – Upon direction of City Manager, work with City staff to facilitate meetings with City departments to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding;

6. *Monthly Reports* – The successful consultant shall submit concise, easily understandable monthly reports to the City summarizing the amount of time expended, describe activities undertaken during the previous month, and status of those activities.

SAMPLE AGREEMENT
AGREEMENT BETWEEN THE CITY OF CORNING AND

This agreement is entered into between the City of Corning (“City”) and ----- (“Contractor”) for the purpose of **GRANT WRITING CONSULTING SERVICES**.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall perform the services identified in Exhibit B B “Scope of Work” of this Agreement, upon direction of the City Manager.

2. **RESPONSIBILITIES OF THE CITY**

City shall compensate Contractor for said services pursuant to the “Scope of Work” identified in Exhibit B of this agreement.

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit “-----” after satisfactorily completing the duties described in this Agreement. In addition, City shall reimburse Contractor for the actual and reasonable expenses for travel, postage, and ----- << list other specific expenses if any >> -----, incurred by Contractor in the performance of the work hereunder. The rates set forth in the Fee Schedule are inclusive of all other expenses. Reimbursement for actual travel expenses will not exceed the currently authorized rates and per diem for City employees. The Maximum Compensation (including expense reimbursement) payable under this Agreement shall not exceed \$50,000 per year. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against City for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that City has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify City and shall immediately repay all such funds to City. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, Contractor shall submit to City an itemized invoice for all services rendered with sufficient detail to validate expenditures, as well as expense reimbursement requested, during the preceding calendar month. City shall make payment of all undisputed amounts within 30 days of receipt of Contractor’s invoice. City shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate three (3) years from the date of signing, unless terminated in accordance with section 6 below. Upon mutual agreement of the parties, this agreement may extended for two (2) one -year periods of time.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the City, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the City shall have the right to terminate this agreement effective immediately upon the City giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. City shall pay contractor for all work satisfactorily completed as of the date of notice. City may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Corning City Council fail to appropriate sufficient funds for this agreement in any fiscal year.

The City's right to terminate this agreement may be exercised by the City Manager.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the City.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended or shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the City is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a City employee. City shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor

shall not be eligible for coverage under City's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other City benefit.

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama City , its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of City), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of City) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify City against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the City with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to that extent that such laws apply. If applicable, City will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that City as not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

13. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin,

All documents, notes, reports, electronic storage media, plans or any other materials produced by Contractor during the term of this agreement for any purpose related to the agreement shall become the property of the City. Contractor shall deliver, upon full payment by the City for services rendered hereunder, all such materials to City.

21. **DOCUMENTS AND RETENTION**

1. Contractor and City agree to retain all documents relevant to this agreement for a period of five (5) years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, Contractor shall make available these records to the City, State or Federal government representatives.
2. Contractor shall provide City all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this agreement, should this agreement be terminated.
3. Contractor shall develop and maintain records concerning the services provided pursuant to this agreement. Contractor shall also provide all information necessary for quarterly reports or other reports required by City, State or the Federal government. Contractor shall fully cooperate with the City in providing any information needed by any governmental entity concerning this agreement.

22. **SEXUAL HARASSMENT**

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

23. **CONFLICT OF INTEREST**

Contractor and Contractor’s employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

IN WITNESS WHEREOF, City and Contractor have executed this agreement on the day and year set forth below.

CITY OF CORNING

Date: _____

----- (Bold & Capital letters)

Date: _____

Vendor Number

Approved as to form by

City Attorney

By: _____

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only) If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, City shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "City of Corning, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "City of Corning."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the City. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to City and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the City."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the City. The City reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. City, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish City with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the City prior to City signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

EXHIBIT B

SCOPE OF WORK FOR GRANT WRITING CONSULTANT SERVICES

The selected Proposer (hereinafter referred to as “Consultant”) will be responsible for providing the following services to the City:

7. *Grant Funding Research* – Upon direction of City Manager, conduct research to identify grant resources including, but not limited to, Federal, State, foundation, agencies and organizations that support the City’s funding needs and priorities (emphasizing grants which require no “matching” funds), including, but not limited to:

- a) Economic development (federal EDA funds, etc.)
- b) Criminal justice technology programs
- c) Housing and housing programs (CDBG, HOME Program, CalHome, Homebuyer programs, housing rehab programs, etc)
- d) Infrastructure development and maintenance
- e) Public safety
- f) Technology
- g) Parks and recreation programs
- h) Multimodal transportation
- i) Workforce development
- j) Records management
- k) Senior, family, and youth programs
- l) Energy efficiency and sustainability
- m) Senate Bill 2 funding
- n) Airport Improvements (Federal FAA funds, etc.)

8. *On-Call Grant Research* – In addition to the areas defined above, other areas may also be identified through the funding needs analysis process and throughout the duration of the contract. The Scope of Work may also include researching grant opportunities identified by the City.

9. *Grant Proposal Development* – Upon direction of the City Manager, provide general grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to the City.

10. *Grant Management*- Provide grant management services required within specific funded grants, upon direction of the City, for various grants awarded (i.e. CDBG, HOME, Housing Rehab, etc.)

11. *Funding Needs Analysis* – Upon direction of City Manager, work with City staff to facilitate meetings with City departments to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding;

12. *Monthly Reports* – The successful consultant shall submit concise, easily understandable monthly reports to the City summarizing the amount of time expended, describe activities undertaken during the previous month, and status of those activities.

ATTACHMENT B

**COST PROPOSAL FOR
GRANT WRITING CONSULTANT SERVICES**

Provide hourly rates, along with estimated annual pricing in accordance with the City’s current requirements, as set forth in section Scope of Work, Attachment A. Also provide your firm’s proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI-U) data for the Urban West, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor’s website at www.bls.gov.)

Employee	Hourly Rate
	\$
	\$
	\$
	\$
	\$