



CITY OF GRAND TERRACE REQUEST FOR QUALIFICATIONS ON-CALL GRANT WRITING SERVICES

The City of Grand Terrace is seeking Qualifications from qualified firms, and/or individuals (“Consultant”) to provide professional services to the City of Grand Terrace (“City”), in the form of researching and identifying potential grant opportunities and providing Grant Writing services to the City. Qualified Consultants will be selected through a competitive, quality-based, fair and open process at the sole discretion of the City to enter into a contract for on-call grant writing services associated with the completion and submission of grant applications.

Background

Grand Terrace is located approximately 60-miles from Los Angeles in the County of San Bernardino. The City is situated off the I-215 freeway, between the I-10 and the 60 freeways, encompassing an area of approximately 3.6 square miles. The City has a current population of 12,285. The City was incorporated in 1978 as a general law city, operating under a council/city manager form of government. The City is comprised of four Council Members (with one seat currently vacant), elected at large for four-year terms. The Mayor is directly elected for a four-year term. The City Council appoints the City Manager and City Attorney.

A. Scope of Services

The following are typical services and/or items that the successful Consultant will be required to provide the City of Grand Terrace, if it is awarded the Contract for on-call services, and should be addressed in each Consultant’s proposal.

1. Funding Needs Analysis – Work with City to assess the validity of current funding priority areas, and identify new priority areas for funding.
2. Grant Funding Research – 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 in the following general areas, by way of illustration, but not limitation:
 - a. Community/Economic Development
 - b. Criminal Justice Technology and Programs
 - c. Housing and Housing Programs
 - d. Infrastructure Development and Maintenance
 - e. Homeland Security
 - f. Technology/Energy/Water/Storm Water

- g. Parks, Recreation and The Arts
- h. Social Services and Human Services
- i. Transportation/Highway/Sustainability/Transit
- j. Workforce Development
- k. Community and Municipal Planning
- l. Brownfields planning and development

[Note: A combination of experiences within the above listed grant areas is highly desirable.]

On a regular basis (frequency to be negotiated within the scope of the contract) provide the City with summaries and updates of potential funding opportunities. Summaries should include, but not limited to, name of agency, due dates for applications, eligibility, a brief program summary, and the level of funding available.

When requested, provide summaries of potential grants and financing resources, including, but not limited to, name of agency, due dates for applications, eligibility, a brief program summary, and the level of funding available.

3. 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.
4. Grant Proposal Development – Provide grant proposal writing services associated with the completion of grant applications on the behalf of the City of Grand Terrace, including the preparation of funding abstracts, production and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, is to be provided to the City of Grand Terrace.

Reporting Grant Awards for Public Works, Infrastructure Projects – On an as needed basis, Consultant shall provide reports and monitoring for Federal and State Obligations, Example: E-76 approvals and California Transportation Commission (CTC) submissions.

B. Statement of Qualifications Format

1. A brief description of the consultant's firm, including the year the firm was established, the type of organization (partnership, corporation, etc.) and a statement of the firm's qualifications for performing the subject consultant services.
2. Provide an outline of your experience providing grant writing services, to include at a minimum the following:

- Number of year's firm has been in existence.
 - Provide brief successful efforts which have been conducted.
 - Provide a matrix listing the name of grants pursued, the total amount pursued under each grant, and the amount that was successfully obtained as a result of Consultant efforts.
 - Provide summaries of successful proposals in the service areas listed in section A.2. for a, d, f, g and i.
3. Provide a minimum of four (4) references from other California governmental entities for which you have provided grant writing services. Include the name of the organization, brief description of the project, name of contact person and telephone number
 4. Identify individuals who will be assigned to work with the City of Grand Terrace. Provide their background, directly related experiences and past successes.
 5. Explain how your firm will access potential sources of grant funding that might otherwise not have been available to the City of Grand Terrace.
 6. Provide a detailed description of how your organization will perform the following grant writing services:
 - a. Funding needs analysis
 - b. Identification of appropriated grant resources
 - c. Grant preparation process
 - d. Grant review and approval process
 - e. Respond to questions and/or request for information from applicable Agency reviewing the application
 - f. Detailed time frame of whole process (a through e)
 7. Fee basis should be an all inclusive, hourly fee. A detailed price breakdown must be provided, including fees itemized for the following staff: A.) Senior staff; B.) Professional staff; C.) Clerical staff.

C. Evaluation Criteria

Proposals will be evaluated on the following criteria:

- Demonstrated knowledge of sources of grant funds available to municipal government
- Demonstrated proficiency in obtaining funds
- Demonstrated capability of project management and completion
- Consultant's qualifications and experience

- Consultant's staff qualifications
- Plan provided by Consultant for services
- Cost of services
- Other information provided by Consultant
- Demonstrated proficiency in Public Works/Infrastructure Grants
- References for a, d, f, g and i.

D. Award

Award will be made to the Consultant that best meets the City of Grand Terrace's needs and requirements. All aspects of evaluation will be taken into consideration in awarding this contract.

The City reserves the right to accept or reject any and all Statements of Qualifications. The City also reserves the right to waive any informality or irregularity in any Qualifications. Additionally, the City may, for any reason decide not to award an agreement as a result of this RFQ or cancel the RFQ process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City reserves the right to negotiate the project deliverables and associated costs.

E. Service Period and Terms

Contract will be for one (1) year from the date of award with an option to extend, at the same prices and conditions, for two (2) one-year extensions at the sole option of the City of Grand Terrace.

F. Proposal Conditions & Information

Proposals will be received by the City of Grand Terrace until 3:00 p.m. on September 21, 2017. All proposals must be submitted in a sealed envelope and have original signature and date.

One (1) original and two (2) copies of the proposal must be submitted to:

City Clerk's Office
City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313

Please mark on lower left hand corner of envelope: "RFP-On-Call Grant Writing Services"

Submit all questions in writing to Sandra Molina at smolina@grandterrace-ca.gov by 2:00 p.m. on September 11, 2011. Written responses will be provided via email, and any subsequent changes in the RFP from the date of issuance to the date of submittal will result in an addendum by the issuing office

G. Professional Services Agreement

The award of a professional services agreement resulting from the RFQ shall include terms and conditions similar to those referenced in the City's standard agreement, which is attached. Exceptions proposed by the consulting firm, if any, to the terms and conditions included in the City's standard agreement should be included in the response. The City reserves the right to consider any proposed exceptions during its evaluation of the acceptability of a proposal.

H. Estimated Timeline

- | | |
|-------------------------------------|--------------------|
| • Request for Qualifications Issued | September 1, 2017 |
| • Statement of Qualifications Due | September 21, 2017 |
| • City Council Approval (tentative) | October 10, 2017 |

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is made as of this ____ day of ____, 2017 by and between the CITY OF GRAND TERRACE ("City") and _____ ("Consultant").

1. **CONSULTANT'S SERVICES.** Consultant agrees to perform during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as Exhibit A (the "Services").
2. **TERM OF AGREEMENT.** The term of this Agreement shall be from the effective date pursuant to Paragraph "38" of this Agreement and shall end on _____ or when the work is satisfactorily completed, whichever occurs first, unless extended by a supplemental agreement.
3. **FAMILIARITY WITH WORK.** By execution of this Agreement, Consultant warrants that
 - (1) It has thoroughly investigated and considered the work to be performed, based on all available information.
 - (2) It carefully considered how the work should be performed, and
 - (3) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement.
 - (4) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the schedule included in the scope of services.
4. **PAYMENT FOR SERVICES.** City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit B. The fees for services shall not exceed the authorized amount of \$9,000 as set forth in Attachment "B," unless the CITY has given specific advance approval in writing.
5. **TIME FOR PERFORMANCE.** Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under Paragraph "8" of this Agreement. All services required by Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

6. DESIGNATED REPRESENTATIVE. Consultant hereby designates _____ as the Consultant Representative, and said Representative shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant's professional services shall be actually performed by, or shall be immediately supervised by, the Consultant Representative.
7. HOLD HARMLESS; INDEMNIFICATION. Consultant hereby agrees to protect, indemnify and hold City and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of the negligent acts, recklessness or willful misconduct of Consultant in the performance of its services under this Agreement. This provision is not intended to create any cause of action in favor of any third party against Consultant, or the City or to enlarge in any way the Consultant's liability but is intended solely to provide for indemnification of the City for liability for damages or injuries to third persons or property arising from Consultant's negligent performance hereunder.
8. INSURANCE. Consultant shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "C" attached hereto. Proof of insurance shall consist of a Certificate of Insurance provided on IOS-CGL form No. CG 0001 II 85 or 88 executed by Consultant's insurer and in a form approved by, the City's City Attorney and City's Legal Counsel.
9. LICENSES, PERMITS, AND FEES. Consultant shall obtain a City of Grand Terrace Business License and any and all other permits and licenses required for the services to be performed under this Agreement.
10. INDEPENDENT CONTRACTOR STATUS. City and Consultant agree that Consultant, in performing the Services herein specified, shall act as an independent Contractor and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for other entities 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. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties, therefore, which may become due as a result of services performed hereunder.
11. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City is prohibited and shall be null and

void; except that Consultant may assign payments due under this Agreement to a financial institution.

12. **STANDARD.** Consultant agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. Consultant shall re-perform any of said services, which are not in conformity with standards as determined by the City.
13. **CONFIDENTIALITY.** Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.
14. **RECORDS AND INSPECTIONS.** Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
15. **OWNERSHIP OF CONSULTANT'S WORK PRODUCT.** All reports, documents, all analysis, computations, plans, correspondence, data, information, computer media, including disks or other written material developed and/or gathered by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such Material shall not be the subject of a copyright application by Consultant. Any re-use by City of any such materials on any project other than the project for which they were prepared shall be at the sole risk of City unless City compensate Consultant for such use. Such work product shall be transmitted to City within ten (10) days after a written request therefore. Consultant may retain copies of such products.
16. **NOTICES.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

City: G. Harold Duffey, City Manager
 City of Grand Terrace
 22795 Barton Road
 Grand Terrace, Ca 92313

Consultant:

If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said changes

17. **TAXPAYER IDENTIFICATION NUMBER.** Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W - 9, as issued by the Internal Revenue Service.
18. **APPLICABLE LAWS, CODES AND REGULATIONS.** Consultant shall perform all services described in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over the Services. Consultant agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.
19. **RIGHT TO UTILIZE OTHERS.** City reserves the right to utilize others to perform work similar to the Services provided hereunder.
20. **BENEFITS.** Consultant will not be eligible for any paid benefits for federal , social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, retirement PERS or fringe benefits offered by the City of Grand Terrace.
21. **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

22. TRAVEL EXPENSES. Any reimbursement expenses must be pre-authorized and shall be based upon the approved rates of the San Bernardino County Auditor-Controller.
23. CONFLICT OF INTEREST. Consultant agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of contract and Consultant shall comply with all applicable federal, state and county laws and regulations governing conflict of interest.
24. ECONOMIC INTEREST STATEMENT. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work.
25. POLITICAL ACTIVITY/LOBBYING CERTIFICATION. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.
26. NON-DISCRIMINATION. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.
27. AUDIT OR EXAMINATION. Consultant shall keep all records of funds received from City and make them accessible for audit or examination for a period of three years after final payments are issued and other pending matters.
28. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties.
29. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.

30. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
31. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty (30) days written notice.
32. EFFECT OF TERMINATION. Upon termination as stated in Paragraph "31" of this Agreement, City shall be liable to Consultant only for work performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant shall be entitled to payment for work satisfactorily completed to date, based on proration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out billing.
33. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.
34. LITIGATION FEES. Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid and/or incurred in good faith. "Prevailing Party" shall mean the party that obtains a favorable and final judgment or order from a court of law described in paragraph "33." This paragraph shall not apply and litigation fees shall not be awarded based on an order or otherwise final judgment that results from the parties' mutual settlement, arbitration, or mediation of the dispute.
35. SEVERABILITY. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.
36. FORCE MAJEURE. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

37. INTEGRATED AGREEMENT. This Agreement, together with Exhibits "A," "B" and "C" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties.
38. EFFECTIVE DATE. The effective date of this Agreement is the date the Notice to Proceed is received by Consultant, and shall remain in full force and effect until amended or terminated.

Dated: _____

"CITY"

By: _____
G. Harold Duffey
City Manager

Dated: _____

"CONSULTANT"

By: _____

APPROVED AS TO FORM

Richard L. Adams II
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Attach scope of services.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

- I. **AMOUNT OF COMPENSATION.** For performing and completing all services pursuant to Exhibit "A" Scope of Services, is a total amount not to exceed \$_____ (_____) plus reimbursable expenses which will be charged at cost.
- II. **BILLING.** At the end of each calendar month in which services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City at the following address:

City of Grand Terrace
22795 Barton Road
Grand Terrace, Ca 92313

The invoice submitted pursuant to this paragraph shall show the:

- 1) Purchase order number;
 - 2) Project name/description;
 - 3) Name and hours worked by each person who performed services during the billing period;
 - 4) The title/classification under which they were billed;
 - 5) The hourly rate of pay;
 - 6) Actual out-of-pocket expenses incurred in the performance of services; and,
 - 7) Other such information as the City may reasonably require.
- III. **METHOD OF PAYMENT.** Payment to Consultant for the compensation specified in Section I, above, shall be made after the Executive Director or designee determines that the billing submitted pursuant to Section II, above, accurately reflects work satisfactorily performed. City shall pay Consultant within thirty (30) days there from.

EXHIBIT "C"

The Consultant shall maintain throughout the duration of the term of the Agreement, liability insurance covering the Consultant and, with the exception of Professional Liability Insurance, designating City and City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Consultant's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage, or self-insurance maintained by the City and City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory.

Professional Liability Insurance \$1,000,000/\$2,000,000

General Liability:

- | | | |
|----|----------------------------------|-------------|
| a. | General Aggregate | \$2,000,000 |
| b. | Products Comp/Op Aggregate | \$2,000,000 |
| c. | Personal & Advertising Injury | \$1,000,000 |
| d. | Each Occurrence | \$1,000,000 |
| e. | Fire Damage (any one fire) | \$ 50,000 |
| f. | Medical Expense (any one person) | \$ 5,000 |

Workers' Compensation:

- | | | |
|----|----------------------------|------------------|
| a. | Workers' Compensation | Statutory Limits |
| b. | EL Each Accident | \$1,000,000 |
| c. | EL Disease - Policy Limit | \$1,000,000 |
| d. | EL Disease - Each Employee | \$1,000,000 |

Automobile Liability

- | | | |
|----|------------------------------------|-------------|
| a. | Any vehicle, combined single limit | \$1,000,000 |
|----|------------------------------------|-------------|

The Consultant shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement

insurance and to charge the Consultant for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the Consultant.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by City's Risk Manager. Consultant shall immediately advise City of any litigation that may affect these insurance policies.