

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
MIKE LINARES, INC.**

THIS AGREEMENT is made and entered into this 4th day of November, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MIKE LINARES, INC., a Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to serve as a Consolidated Plan Consultant, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. 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.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Nineteen Thousand Two Hundred Dollars (\$19,200.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services,

approves such additional services in writing. It is specifically understood that oral requests

and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on November 30, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not

affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

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Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery,

facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Mike Linares, Inc.
PO Box 3913
San Clemente, CA 92672
Tel: (714) 608-7263
Email: mike@mлинаresinc.com
Attn: Mike Linares

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5153
Fax: (714) 754-4856
Attn: Willa Bouwens-Killeen

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its

employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. 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.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior

consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct

the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

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6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

REDACTED

Chief Executive Officer

Date: 11/18/14

CONSULTANT
REDACTED REDACTED

REDACTED

Signature

Date: Nov 10 2014

Signature
Mike Linares, President
Name and Title

REDACTED

Social Security or Taxpayer ID Number

APPROVED AS TO FORM/
REDACTED

REDACTED

City Attorney

Date: 11/13/14

APPROVED AS TO INSURANCE:
REDACTED

REDACTED

Risk Management

Date: 11/13/14

APPROVED AS TO CONTENT:
REDACTED

REDACTED

Project Manager

Date: 11-12-14

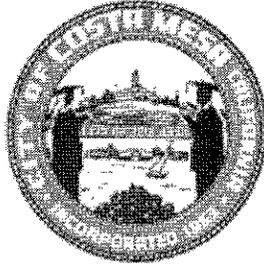
DEPARTMENT HEAD APPROVAL
REDACTED

REDACTED

Gary Armstrong, Director of Development Services

Date: 11-12-14

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

CONSOLIDATED PLAN SUBMISSION CONSULTANT

RFP No. 1170



Development Services Department

CITY OF COSTA MESA

Released on May 30, 2014

**CONSOLIDATED PLAN SUBMISSION CONSULTANT
REQUEST FOR PROPOSAL (RFP)**

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the “City”) is seeking the services of a qualified consultant to prepare a Consolidated Submission for local jurisdictions required for Housing and Community Development Programs in accordance with Regulations issued by the U.S. Department of Housing and Urban Development (HUD), Office of Community Planning and Development. The guidelines for preparing a Consolidated Plan submission are enclosed as part of this Request for Proposals.

1. BACKGROUND

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$98 million and a total of over \$109 million of fiscal year 2012-2013.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza, secures its place as the highest volume regional shopping center in the nation.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	May 30, 2014
Deadline for Written Questions	June 6, 2014
Responses to Questions Posted on Web	June 13, 2014
Proposals are Due	June 20, 2014

Interview (if held) Week of July 7, 2014*

Approval of Contract Week of Aug 4, 2014*

Tentative dates

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

3. PROJECT

COMMUNITY PARTNERSHIP STRATEGY

The Housing and Community Development Plan (HCD) will be developed through the Community Partnership Strategy (CPS) planning process. The CPS is a "bottom-up" approach, based on the belief that people who live and work in neighborhoods know their needs best. This planning process will include units of local government, outside agencies, community organizations, residents and the private sector. The CPS will allow these key stakeholders to coordinate and focus efforts to serve the neediest people and areas of the community.

The Plan will replace a patchwork of complex applications, planning requirements and performance reports for four programs. These include Community Development Block Grant (CDBG), HOME Investment Partnerships, Emergency Shelter Grants (ESG), and Housing Opportunities for Persons with AIDS (HOPWA). The City of Costa Mesa receives formula allocations of only CDBG and HOME funds.

The HCD Plan will directly link program planning, budgeting, and implementation together. The HCD Plan builds on the existing Consolidated Plan for 2010-2015. Copies are available at City Hall for a minimal charge. The Plan describes how housing efforts are coordinated with social/human services, infrastructure, facilities, recreation and other programs and services.

SCOPE OF WORK

HUD has not given jurisdictions revised guidelines from which to prepare the Plan. Therefore, the elements described below are based on the guidelines for the 2010 Consolidated Plan.

Based on these guidelines, the Plan must contain the required elements described in the Scope of Work and all required tables. Consultants may provide additions to the Scope, if they feel additional information is required. The City requires that the strategic component of the plan encompass years 2015-2020 and achieve the statutory goals of providing decent housing, suitable living environment, and expanded economic opportunities principally focused for low, very low, and extremely low income residents.

The intent is to get below the surface on difficult issues, focus on root causes and concerns, and identify common values to guide decision making. Citizens and other interested parties must be afforded an opportunity to respond to proposals and comment at all the different stages in the process.

The five steps for preparing a HCD Plan for which the consultant would be responsible are summarized as follows:

STEP 1: CITIZEN PARTICIPATION PLAN

The Consultant will develop and implement a detailed Citizen Participation Plan that gives residents real responsibility for revitalizing their communities. Involvement of a broad cross-section of the community should be developed early and continued throughout the process. The Plan should also coordinate and build upon the work of existing City committees, community organizations and business/professional groups, to achieve credibility and effectiveness. Involvement of those individuals and organizations who may have different perspectives should be included.

A suggested schedule is provided in STEP 5 of the Statement of Work for this RFP. Consultants are invited to provide revisions to the schedule and meeting requirements based on prior experience related to Consolidated Plan adoption and submission assignments. The Costa Mesa City Council meets on the first and third Tuesdays of each month. A revised schedule can include an earlier completion date but none later than May 15, 2015.

The City identifies a need for monthly meetings between the Consultant and City staff between August 2014 and May 2015 in addition to meetings with the City Council and the Ad Hoc Housing and Public Service Grant (H&PSG) Committee, as well as community outreach meetings with agencies, groups, organizations and other interested parties identified as having a concern with the successful adoption, submission, and implementation of the Consolidated Plan. A review of the draft Plan with the H&PSG Committee as well as adoption of the plan at a City Council public hearing is required. The consultant is required to provide necessary documentation of public notices as required by HUD guidelines and regulations with proper and timely posting and publications. The consultant shall provide for the necessary dissemination of copies of the submission plan to appropriate public places as identified by the City. Costs associated with the printing and publication of required notices shall be assumed by the City.

Citizens must be given at least 30 days to comment on the final document before it is submitted to HUD. Consultant will provide written answers to written questions, complaints, and grievances, within 15 days after the comment period. A summary of citizen comments will be included in the final document. **Consultant will be responsible for document in its entirety from citizen participation plan to responding to comments from HUD upon submittal of final draft.**

This is a suggested format for a Citizen Participation Plan. Consultants are encouraged to include alternate work plans. **If an alternate work plan is proposed, Consultant must specify the proposed number of meetings to fulfill the Citizen Participation Plan elements which must be met. Proposed number of meetings should be reflected in fee.**

Consultant should have a strong background in Community Outreach. The Consultant will be responsible for leading the town meetings and for ensuring that the town meetings and public hearings are adequately publicized and scheduled to reach those who might benefit from the programs proposed. Consultant to include City's HUD Community Planning and Development representative in scheduled meetings, subject to availability.

Meetings must be accessible to people with disabilities and non-English speaking persons. The consultant should have a member who is fluent in Spanish.

The public must have timely access to information and records during all stages of the process. The Consultant must produce and distribute information to fully inform citizens regarding the amount of assistance available, the use of funding (for at least five years), and the range of activities that can be undertaken.

The Consultant will provide technical assistance to citizen groups that request such assistance in developing proposals for funding under the programs covered by the Plan.

STEP 2: HOUSING AND COMMUNITY DEVELOPMENT NEEDS

The Consultant shall be responsible for implementing the Community Partnership Strategy (CPS) process for determining priority housing and community development needs. This involves analyzing key indicators and trends that describe the community's physical, economic, and social conditions and identifying priorities. This will be accomplished by combining participants' perceptions with data and relevant information on needs and opportunities.

Communities are made up of various systems, all of which must work for the community to thrive. Economic, physical, and human development must all be coordinated. Listing data without this type of analysis does not support the overall purpose of the CPS. The analysis should address a wide range of issues that impact the quality of life, such as employment, health, crime, recreation, human services, and housing. This type of information should help set priorities and serve as a basis for decision making.

Using available and appropriate information derived from citizens, relevant reports and studies, and consultations with social service agencies, the Consultant shall describe the following:

1. **Significant Characteristics of the Local Housing Market:** In terms of supply, demand, condition, and cost. This shall include the number of assisted units by income and household type served, and whether any such units are expected to be lost.
2. **Barriers to Affordable Housing:** Explain whether the cost of housing or the incentives to develop, maintain, or improve affordable housing are affected by public policies, which may include tax policy, land use controls, zoning ordinances, building codes, fees, charges, and other policies that affect the return on residential investment. Identify other barriers that impede community and economic development including the mortgage credit needs of area residents, and the capacity of non-profit community development organizations.
3. **Housing Needs:** Provide five year projections for extremely low, very low, low and moderate income households by renter and owner status, and different categories including large families, single persons, the elderly, persons with disabilities, and persons with HIV/AIDS and their families; and a description of those experiencing cost burden, severe cost burden, substandard housing, and overcrowding. The Consultant shall also determine the extent to which any racial or ethnic group has a disproportionately greater need within

any income category in comparison to the needs of the City as a whole, and completes an assessment of such specific needs.

4. **The Nature and Extent of Homelessness:** Address separately the need for facilities and services for homeless individuals, homeless families with children, and homeless youths including homeless persons with severe mental illness and/or alcohol and other drug abuse problems, and homeless victims of domestic violence or persons with HIV/AIDS.
5. **Inventory existing facilities and services to assist the above,** including outreach and assessment, emergency shelters and services, transitional housing, permanent supportive housing, and activities to prevent very low income households from becoming homeless.
6. **Lead-Based Paint Hazards:** Estimate the number of housing units that are occupied by low, very low, and extremely low income residents, as defined in section 1004 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 that could contain lead-based paint.
7. **Public Facility Needs:** Describe the need for senior centers, youth centers, neighborhood facilities, child care centers, park and recreational facilities, health facilities, and infrastructure improvements including streets and sidewalks, sewers, solid waste, flood control, water, and accessibility needs.
8. **Public Service Needs:** Estimate the nature and extent of drug and alcohol abuse and the capacity of rehabilitation, treatment and diversion programs, and the need for youth/family and senior services including recreational and nutrition and counseling. Inventory the available child and adult day care services, health care services, handicapped services, transportation services, and fair housing and landlord/tenant counseling services. Document the nature and extent of crime (including graffiti) and reduction and prevention efforts. Upon request, the City will provide lists of nonprofit organizations who have previously applied for or received CDBG funding.
9. **Economic Development Needs:** Identify the extent of unemployment and the capacity of job training and related services, the need for commercial-industrial improvements, micro-business, and other business needs including technical assistance needs and any barriers that impede economic development.
10. **Historic Preservation and Planning Needs:** Identify the residential and non-residential historic preservation needs within the City.
11. **Other Community Development Needs:** Identify the need for residential energy efficiency improvements and residential code enforcement services.

The Consultant shall develop maps and graphic information to help citizens provide informed input and help shape goals. These include identification of market conditions, geographic relationships, and concentrations of various housing and community development needs, and locations of essential human services and recreational facilities. Consultant will have access to existing documents such as General Plan and Open Space Master Plan Study.

STEP 3: HOUSING AND COMMUNITY DEVELOPMENT STRATEGIC PLAN

An important role for the Community Partnership Strategy is focusing on the future. Low income communities especially desire change, but the need to focus on current problems and limited access to resources make it difficult for residents to envision a better future. This is a means by which citizens can learn to prioritize their needs and create plans to strengthen neighborhood and human development.

Making the transition from broader visions to realistic goals and objectives takes a targeted approach that makes the most of existing resources and applies them in a coordinated manner. There are three elements to this step:

- * Setting Priorities and Objectives
- * Identifying Specific Actions
- * Defining Benchmarks

Through this process, the Consultant will produce a five year plan that provides a clear sense of direction, timing, organizational responsibility, and financing. The Strategic Plan must include the following:

1. **Housing and Community Development Resources**: Identify public and private sources, including those from HUD formula grant programs that are reasonably expected to be made available to carry out the plan. Explain how additional funds will be leveraged and, if publicly owned land or property is available, how it will be utilized.
2. **Housing and Community Development Objectives**: Describe actions, projects, and programs to be undertaken over the five year period, how they will be coordinated to maximize their benefit to low, very low, and extremely low income residents, and how the specific objectives are consistent with the following statutory goals: Provide Decent Housing, Create a Suitable Living Environment, and Expand Economic Opportunities.

Each objective must: 1) identify key results to be achieved in quantitative terms; 2) include measurable indicators of progress; 3) target dates for completion; 4) identify the number of housing units to be affordable under Section 215; and 5) clearly describe the connection to priority needs.

The following concerns must be addressed:

A. Priority Housing Needs:

Describe the process for developing housing priority needs, the basis for assigning relative priority, and indicate the reasons for allocating resources geographically for the following activities: rental assistance, production of new units, rehabilitation of old units or acquisition of existing units. Objectives should address needs of extremely low, very low, low, and moderate income households by renter and owner status, and different categories of households including large families, single persons, the elderly, and persons with disabilities (including HIV/AIDS).

B. Priority Homeless Needs:

Describe the strategy for developing a system to address the needs of homeless individuals, homeless families with children, homeless youth, and homeless persons with severe mental illness and/or alcohol and other drug abuse problems, homeless victims of domestic violence, or persons with HIV/AIDS. Describe the proposed efforts to be made in such areas as outreach and assessment, emergency shelters and services, transitional housing, permanent supportive housing, and activities to prevent very low income households from becoming homeless.

C. Priority Non-Housing Community Development Needs:

Identify priority needs for which CDBG funds may be used, in terms of both activities and geographic locations that are allocated to public services, public facilities, public improvements, and economic development. These should reflect the results of the citizen participation process and the required consultations with adjacent units of local government, and must flow logically from the needs analysis section.

D. Other Special Needs Populations:

Describe the priority housing and supportive service needs for the elderly, persons with disabilities, persons with HIV/AIDS, and their families.

E. Anti-Poverty Strategy:

Describe the goals, programs and policies for reducing the number of persons with incomes below the poverty line and, in consultation with other appropriate public and private agencies, state how goals, policies and programs set forth in the Housing Strategy will be coordinated with other programs for which the City is responsible, and the extent to which they will reduce or assist in reducing the number of households with incomes below the poverty line.

F. Lead-Based Paint:

Describe actions to evaluate and reduce lead-based paint hazards and how that reduction will be integrated into the City's housing policies and programs.

G. Institutional Structure:

Describe how the City will overcome gaps in the institutional structure in carrying out its strategy.

H. Reduction of Barriers:

Identify and describe actions to be undertaken to eliminate or reduce barriers to addressing underserved needs.

Coordination: Describe the means of cooperation and coordination among different

jurisdictions, departments, agencies, organizations, people, and facilities to achieve stated objectives and to reduce the number of households with incomes below the poverty line.

STEP 4: ACTION PLAN - ONE YEAR USE OF FUNDS

The Consultant will describe programs and activities to be undertaken with CDBG and HOME funds and anticipated program income to be received during the next year and their relationship to priority housing, homeless, and community development objectives. This section must include reasons for allocations and the connection between the priority needs and the projected use of funds.

The Annual Funding Plan must also include the following:

1. Locations:

Describe geographic locations in sufficient detail to allow citizens to determine the degree to which they may be affected.

2. Lead Agencies:

Identify a lead agency for each project, indicating their assigned responsibility.

3. Monitoring:

Describe standards and procedures which will be used to monitor activities to ensure long term compliance with applicable regulations and statutes.

4. Homeless:

Describe the strategy for addressing the priority needs of homeless individuals, homeless families with children, and homeless youth; include homeless persons with severe mental illness and/or alcohol and other drug abuse problems, and homeless victims of domestic violence or persons with HIV/AIDS. Outreach and assessment, emergency shelters and services, transitional housing, permanent supportive housing, and activities to prevent very low income households from becoming homeless should also be addressed in the strategy.

5. Anti-Poverty Strategy:

Describe the goals, programs and policies for reducing the number of persons with incomes below the poverty line and, in consultation with other appropriate public and private agencies, state how goals, policies and programs set forth in the Housing Strategy will be coordinated with other programs for which the City is responsible, and the extent to which they will reduce or assist in reducing the number of households with incomes below the poverty line.

6. Coordination:

Describe the means of cooperation and coordination among different jurisdictions, departments, agencies, organizations, people, and facilities to achieve stated objectives and to reduce the number of households with incomes below the poverty line.

7. Tenant-Based Rental Assistance:

Describe how tenant based rental assistance programs will meet the minimum guidelines.

8. Affirmative Marketing:

Describe the policy and procedures to be followed to meet affirmative marketing and minority and women business outreach requirements.

STEP 5: CERTIFICATIONS

The Consultant will prepare all certifications required by HUD to be submitted with the Plan as specified in section 91.225 of HUD Regulations. The Plan must contain a certification that an analysis of impediments to fair housing has been conducted, although that analysis is not required to be included in this Plan. **Consultant will be responsible for responding to all HUD inquires, preparation of all draft documents and final revisions as required by HCD staff and/or HUD.**

BELOW ARE USEFUL HYPERLINS RELATED TO THE REQUIREMENTS OF THIS SOLICITATION

[Consolidated Planning - U.S. Department of Housing and Urban Development](#)

[Electronic Code of Federal Regulations](#)

**TENTATIVE SCHEDULE
CITY OF COSTA MESA CONSOLIDATED PLAN**

TASK	TENTATIVE DUE DATE
1 Circulation of RFP	May 30, 2014
2 Receipt of Responses to RFP	June 20, 2014
3 Award of Contract	August 5, 2014
4 Staff/Consultant Meeting – Citizen Participation Plan and Overall Strategy	August 2014
5 Citizen Participation Plan Submission to staff	September 2014
6 Staff Consultant Phone Meeting on Citizen Participation Plan	September 2014
7 Citizen Participation Plan Final	September 2014
8 Attendance at H&PSG Meeting (in Costa Mesa) – Overview of Consolidated Plan & Input on Goals & Objectives- Discussion of 1st Community Outreach Meeting	September 2014
9 1st Community Outreach Meeting (in Costa Mesa) and following Costa Mesa Housing Authority	October 2014
10 Study Session with H&PSG and City Council (in Costa Mesa)	November 2014
11 Staff/Consultant Progress and Review Meeting	November 2014
12 2nd Community Outreach Meeting (in Costa Mesa)	December 2014
13 Staff/Consultant Progress & Review Meeting	January 2015
14 Staff/Consultant Meeting on Submittal of Housing and Community Development Strategic Plan	February 2015
15 1st Draft of HCD Strategic Plan Sent to Project Manager	February 2015
16 Staff/Consultant Meeting to review 1st Draft of Consolidated Submission (Includes annual fund plan and certifications)	February 2015
17 Plan Circulation for Comment Period	February 2015 – March 2015
18 Staff/Consultant Meetings and comments to Final Draft	March 2015
19 Review of Draft Plan with H&PSG Committee (in Costa Mesa)	March 2015
20 Staff Consultant Meeting - Final Draft (Includes City and H&PSG Submission (Includes annual fund plan and certifications)	March 2015
21 Public Hearing - City Council	April 2015
22 Plan Submission to HUD	May 15, 2015

Interim milestones may be established with the concurrence of the Consultant and the City.

The City intends to withhold (10) percent of the agreed upon contract amount until the final approval of the Consolidated Plan Submission and related certification by HUD.

4. PROPOSAL FORMAT GUIDELINES

Interested entities or contractors are to provide the City of Costa Mesa 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 and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. 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:

- **Vendor Application Form and Cover Letter**

Complete Appendix A, “Request for Proposal-Vendor Application Form” and attach this form to the 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 consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor’s office located nearest to Costa Mesa, 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 Scope of Work of this RFP.

- **Methodology Section.**

1. 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.
2. 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.

3. Firms, public entities and individuals wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been or may be displaced due to layoff or outsourcing of functions and services formerly provided by the City.
4. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.¹ Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work, the proposed role in the project, and whether any of the team members is Spanish speaking.

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.

For private Proposers, provide at least three references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

¹ Hourly rates for the proposed personnel shall be set forth on Appendix D.

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, **and e-mail address**.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D 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 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. *Any past or current business relationship may not disqualify the firm from consideration.*

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix B, **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 Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

5. **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.

- **Number of Proposals**

Submit one (1) original, five (5) hard copies plus one (1) disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. 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 10:00 a.m. (P.D.T) on June 20, 2014 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Costa Mesa

City Hall

Office of the City Clerk

77 Fair Drive

Costa Mesa, CA 92628-1200

RE: CONSOLIDATED PLAN SUBMISSION CONSULTANT

- **Inquiries**

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

Kim Wilson, RFP Facilitator

Kimberly.Wilson@Costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#); Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than Friday, June 13, 2014. 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 Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

6. **EVALUATION CRITERIA**

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the lowest responsible bidder will 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 criteria may also be considered even if not specified below.

1. **Qualifications of Entity and Key Personnel-----40%**

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. **Approach to Providing the Requested Scope of Services-----25%**

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----20%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----15%

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. 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 one basic 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 the week of July 7, 2014 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628. 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.

8. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

9. 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 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.

10. 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 C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

11. 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.

12. 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." (See Appendix F.)

13 CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an 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 B 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 for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

14. 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. See Appendix E.

15. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; Proposers should check this web page daily for new information.

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.

Insurance Requirements

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 Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

**EXHIBIT B
CONSULTANT'S PROPOSAL**



June 19, 2014

Ms. Kimberly Wilson
RFP Facilitator, City of Costa Mesa
77 Fair Drive
Costa Mesa CA 92628

Dear Ms. Wilson:

RE: CONSOLIDATED PLAN SUBMISSION CONSULTANT

Enclosed, please find one original and five copies of my firm's response to the City of Costa Mesa's Request for Proposals – Consolidated Plan Submission Consultant. As president of Mike Linares, Inc., I am authorized to contractually bind my firm. Also please note that the services and proposal price delineated in this proposal will be valid for at least 180 days from the proposal due date of June 20, 2014.

I will be the primary contact for all matters related to this proposal and the contract. I am confident that the enclosed proposal will address all the elements of the City's RFP; however, if any additional information is needed, please do not hesitate to contact me by via email at mike@mлинаresinc.com or by telephone at 714.608.7263. Communication via the U.S. Postal Service may be addressed to me at PO Box 3913 San Clemente, CA 92672

Best Regards;

REDACTED

Mike Linares
President

APPENDIX A
REQUEST FOR PROPOSAL
CONSOLIDATED PLAN SUBMISSION CONSULTANT
VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: Mike Linares, Incorporated

Contact Person for Agreement: Mike Linares

Corporate Mailing Address: PO Box 3913

City, State and Zip Code: San Clemente CA 92672

Title: President

E-Mail Address: mike@mлинаresinc.com

Phone: 714-608-7263

Fax: NA

Contact Person for Proposals: Mike Linares

Title: President

E-Mail Address: mike@mлинаresinc.com

Business Telephone: 714-608-7263 Business Fax: NA

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
<u>Mike Linares</u>	<u>President</u>	<u>714-608-7263</u>
<u>Mike Linares</u>	<u>Secretary</u>	<u>714-608-7263</u>
<u>Mike Linares</u>	<u>Treasure</u>	<u>714-608-7263</u>

Federal Tax Identification Number: **REDACTED**

City of Costa Mesa Business License Number: _____
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

BACKGROUND AND PROJECT SUMMARY

Since January 1995, Mike Linares (and later Mike Linares, Inc.) has provided quality consulting and program management services to Southern California communities. These services have primarily focused on funds from the U.S. Department of Housing and Urban Development (HUD), Office of Community Planning and Development (CPD). HUD-CPD core programs include the Community Development Block Grant (CDBG), Home Investment Partnerships Grant (HOME), Emergency Solutions Grant (ESG), and the Housing Opportunities for Persons with AIDS (HOPWA). Mike Linares, Inc., (MLI), has assisted numerous communities and nonprofit agencies to apply for and manage these funds.

With respect to the City of Costa Mesa's Request for Proposals for Consolidated Plan Submission Consultant (RFP), MLI has extensive experience providing community development consulting services, this includes preparing Consolidated Plans, Citizen Participation Plans, and Action Plans. It is important to keep in mind that to a large extent the format and content of the Consolidated Plan (and related documents), is dictated by HUD. In fact, the 2015 Consolidated Plan will need to be submitted via HUD's E-Con Plan Planning Suite – a module of HUD's Integrated Disbursement and Information System (IDIS). Components of the Consolidated Plan that will need to be prepared include the following:

- **HOUSING & COMMUNITY DEVELOPMENT NEEDS ASSESSMENT** – An assessment of the housing needs of all Costa Mesa households with an emphasis on low and moderate-income, homeless and special needs households. Also includes an assessment of community development needs such as economic development, public infrastructure, public facilities and social services.
- **HOUSING MARKET ANALYSIS** – An evaluation of the City's current housing market and how public and private funds (including CDBG and HOME) can be used to address these needs.
- **STRATEGIC PLAN** – Ranking of priority needs based on the assessment process, and establishing five-year goals and objectives to address priority needs.
- **ANNUAL ACTION PLAN** – A one-year expenditure plan delineating the specific allocation of CDBG and HOME funds, and annual accomplishment goals.
- **Citizen Participation Plan** – Technically a stand-alone document, but often prepared or updated at the time the Consolidated Plan is prepared. This document outlines the efforts and process the City will implement to obtain public input for the preparation of the Consolidated Plan, annual Action Plans, and year-end performance reports.

Subsequent responses to the City's RFP will clearly demonstrate that MLI has the experience and ability to prepare the City's 2015-2019 Consolidated Plan.

METHODOLOGY

1. 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.

The majority of work to prepare the Consolidated Plan will be the responsibility of MLI. These tasks include the following:

- Research applicable HUD regulations in order to prepare/submit the Consolidated Plan and related documents
- Research various data sources in order to prepare the Consolidated Plan and related documents
- Conduct or assist with public meetings to obtain citizen input for the preparation of the Consolidated Plan and related documents
- Prepare drafts of the Consolidated Plan and related documents for public and staff review
- Prepare/submit final Consolidated Plan and related documents to HUD
- Assist with, or prepare agenda reports for City committees, commissions and/or City Council
- Revise the Consolidated Plan and related documents as needed upon final HUD review
- Other tasks related to the preparation and submission of the Consolidated Plan and related documents

MLI may request assistance from the City with the following tasks:

- Identify location(s) for public meetings, including securing location(s), and ensuring venue(s) set up for public meetings
- Provide list(s) and if necessary mailing labels of community groups and other community stakeholders to be contacted for public meetings
- Copies or access to documents that may be useful for preparation of the Consolidated Plan, e.g., General Plan, Housing Element, Capital Improvement Budget
- Preparation of agenda reports for City commissions, committees and/or City Council
- Access to IDIS E-Con Planning suite (will require city manager approval)
- Other tasks related to the preparation and submission of the Consolidated Plan and related documents

2. 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.

As may be evident from the lists above, MLI is requesting minimal assistance from the City to prepare the Consolidated Plan and related documents. This is primarily due to the existing relationship between the City of Costa Mesa and MLI. For several years, MLI has provided day-to-day CDBG/HOME program management services for the City of Costa Mesa. This relationship provides MLI with extensive knowledge of the community and internal City processes that will help to expedite the efficient preparation of the Consolidated Plan.

3. Firms, public entities and individuals wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been or may be displaced due to layoff or outsourcing of functions and services formerly provided by the City.

MLI does not anticipate a need to hire or retain additional staff for the preparation of the City's Consolidated Plan; however, should the needs arise, a list of former city employees will be requested and qualified individuals will be considered.

4. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.

MLI does not anticipate the need to purchase, lease or rent any facilities or property from the City in order to complete preparation of the Consolidated Plan.

STAFFING

Staff assigned to the project will be Mike Linares, president and owner of Mike Linares Inc. Mike has over 30 years of public sector experience working for and with Orange County cities managing federal grant funds such as CDBG and HOME. Experience includes preparation of key program documents such as Consolidated Plans, annual Action Plans and year-end accomplishment reports. Mr. Linares also has extensive experience managing subrecipient grants and compliance with other federal program. As requested, Mike's resume is provided.

Mr. Linares will be responsible for all aspects of preparing the City's Consolidated Plan, Citizen Participation Plan and other related plans and documents. Mike will also be responsible for undertaking the activities listed on page 2. It is anticipated that Mike Linares will employ approximately 240 hours to prepare the City's Consolidated Plan, Citizen Participation Plan and other related plans and documents.

Upon award and during the contract period, Mike Linares, Inc. will notify the City if different personnel will be assigned to the project. MLI will submit the name(s) and qualifications of such personnel as applicable. Approval of personnel changes will be at the City's discretion.

MIKE LINARES

PO BOX 3913 SAN CLEMENTE CA 92673

714-608-7263 – MIKE@MLINARESINC.COM

PROFESSIONAL EXPERIENCE

PRESIDENT AND OWNER - MIKE LINARES, INC.

JANUARY 1995 TO PRESENT

Management and consulting services for nonprofit, and local and regional government, specializing in federal housing and community development programs such as CDBG, HOME, ESG and McKinny-Vento

CITY OF ANAHEIM NEIGHBORHOOD IMPROVEMENT COORDINATOR

JULY 1993 THROUGH JANUARY 1995

Neighborhood Improvement Program Division manager responsible for the administration of the City's federal CDBG and HOME programs, affordable housing development, residential rehabilitation programs, first time homebuyer programs, and neighborhood empowerment programs - supervised up to 13 full time staff

EXECUTIVE ASSISTANT PAST ORANGE COUNTY SUPERVISOR ROGER STANTON

SEPTEMBER 1990 THROUGH JULY 1993

Analyzed, evaluated, and made recommendations to elected County official on major County policy issues and programs related to general government, housing, waste management and community services - represented the Supervisor and County at various public and private forums

CITY OF SANTA ANA HOUSING PROGRAMS ANALYST

JULY 1987 THROUGH AUGUST 1990

Developed, implemented and managed all aspects of housing and neighborhood improvement projects and programs including housing development, residential rehabilitation, historic preservation, and special needs housing programs - served as Project Manager for Countywide SRO housing task force

CITY OF SANTA ANA ADMINISTRATIVE AIDE

AUGUST 1986 THROUGH JUNE 1987 (SPECIAL PROJECTS AND HOUSING DIVISIONS)

Assisted management staff with the administration of housing and economic development projects and programs - conducted research and analysis of complex housing and economic development issues - conducted loan processing and legislative analysis

EDUCATION

Master of Public Administration
California State University, Long Beach - May 1990
Emphasis in Community Development and Organizational Behavior

Bachelor of Arts Degree Political Science
California State University, Long Beach - May 1986
Emphasis in Public Policy Formation

EXTRACURRICULAR ACTIVITIES

- Member: National Association of Housing and Redevelopment Officials, Municipal Managers Association of Southern California, Pi Alpha Alpha National Honor Society for Public Affairs and Administration, Pi Sigma Alpha National Honor Society for Political Science
- Past Committee Member: National Association of Housing and Redevelopment Officials, South Western Chapter Professional Development Committee
- Past Member: Orange County United Way "Outcome Measures" Steering Committee
- Past Member Board of Directors: Santa Ana Economic Development Corporations
- Volunteer San Clemente Boys and Girls Club and South Orange County YMCA
- St Edward Parish School Assistant Track Coach

ADDITIONAL INFORMATION

- Fluent in Spanish
- Experienced with Microsoft Word, Excel and PowerPoint
- Extensive experience with HUD IDIS and other software

QUALIFICATIONS

MLI is a consulting firm based in Orange County. Incorporated in 2000, MLI has provided quality program management services for Southern California communities, specializing in HUD-CPD programs (such as CDBG and HOME). Prior to incorporating, Mike Linares provided contract services to local government and nonprofit agencies as a sole proprietor. Prior to this venture, Mike worked for the cities of Santa Ana and Anaheim administering and managing CDBG, HOME and redevelopment-funded programs. Mike also served as executive assistant to former Orange County Supervisor Roger Stanton. In this capacity, he analyzed public policy and made recommendations to the Supervisor regarding housing, waste management and general county services.

HUD introduced the Consolidated Plan concept in 1995, which means the 2014-2019 Consolidated Plan will be the fourth round of Consolidated Plans. MLI has assisted with or has prepared Consolidated Plans since their inception. Below is a partial list of these efforts:

1995-1999 Consolidated Plans	<ul style="list-style-type: none">▪ City of Santa Ana▪ City of Whittier
2000-2004 Consolidated Plans	<ul style="list-style-type: none">▪ City of Santa Ana▪ City of Whittier
2005-2009 Consolidated Plans	<ul style="list-style-type: none">▪ City of Mission Viejo▪ City of Rancho Santa Margarita▪ City of San Clemente▪ City of Santa Ana
2010-2014 Consolidated Plans	<ul style="list-style-type: none">▪ City of Costa Mesa▪ City of Buena Park▪ City of Mission Viejo▪ City of Rancho Santa Margarita▪ City of Santa Ana

KEY STAFF

All work will be performed by Mike Linares, owner and president of Mike Linares, Inc. Mike will be responsible for all aspects of preparing the Consolidated Plan and related documents including community outreach, research and analysis, preparation of Consolidated Plans and related documents, presentation of document(s) to committees, commissions and City Councils, and

interaction with HUD to ensure final approval of respective plans. Please note that Mike Linares speaks Spanish.

REFERENCES

As requested, listed below are three references:

- City of Buena Park
Ms. Martha Archuleta, Housing and Administrative Analyst
Phone: 714-562-3591 Email: Marchuleta@buenapark.com
CDBG program management and consulting services provided since 1998. Prepared Buena Park 2010-2014 Consolidated Plan.

- City of Mission Viejo
Ms. Elaine Lister, Community Development Director
Phone: 949-470-3053 Email: elister@cityofmissionviejo.org
CDBG program management and consulting services provided since 2005. Prepared Mission Viejo's 2010-2014 Consolidated Plan.

- City of Rancho Santa Margarita
Ms. Kathleen Haton, Development Services Director
Phone: 949-635-1800 X6707 Email: khaton@cityofrsm.org
Day-to-day CDBG program management and consulting services provided since 2006. Prepared Rancho Santa Margarita's 2011-2015 Consolidated Plan.

FINANCIAL CAPACITY

Mike Linares, Inc. is a privately held business. MLI assures the City of Costa Mesa that it has the financial capacity to see the proposed scope of work to its conclusion.

MLI has no pending administrative proceedings, claims, lawsuits, or other exposures pending against the firm. Similarly, Mike Linares has no pending claims or lawsuits.

Fee Proposal

Please see the RFP form "Appendix D" (page 17) with the proposed fee for preparation of the City of Costa Mesa's 2015-2019 Consolidated Plan and related documents. The proposed fee will be valid for a minimum of 180 days following submission of this proposal.

Disclosure

MLI does not have or has had business and/or personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

SAMPLE AGREEMENT

MLI has reviewed the sample Agreement for Services provides as **Appendix B** to the RFP. MLI is requesting the following modifications to the sample agreement:

- Paragraph 5.1 (c) – Mike Linares, Inc. has no employees; therefore, deletion of this section is requested.
- Paragraph 5.1 (d) – As in past agreements between Mike Linares, Inc. and the City of Costa Mesa, deletion of this requirement is requested.

APPENDIX C

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 the *Consolidated Plan Submission Consultant* RFP at any time after May 20, 2014

OR

I certify that Proposer or Proposer's representatives have communicated after May 20, 2014 with a City Councilmember concerning the *Consolidated Plan Submission Consultant* RFP. A copy of all such communications is attached to this form for public distribution.

APPENDIX D

PRICING PROPOSAL FORM

CONSOLIDATED PLAN SUBMISSION

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. 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) data for Los Angeles-Riverside-Orange County, CA, 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	Anticipated Hours	Total Cost	Overtime rate
Mike Linares	\$80	240 Hours	\$19,200	NA

Total Estimated Project Price	\$19,200
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APPENDIX E

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 X

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

APPENDIX F

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below 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. List below or state "None."

None

EXHIBIT C
FEE SCHEDULE

APPENDIX D

PRICING PROPOSAL FORM

CONSOLIDATED PLAN SUBMISSION

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. 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) data for Los Angeles-Riverside-Orange County, CA, 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	Anticipated Hours	Total Cost	Overtime rate
Mike Linares	\$80	240 Hours	\$19,200	NA

Total Estimated Project Price	\$19,200
-------------------------------	----------

DECLARATION OF EXEMPTION FROM WORKER'S COMPENSATION

I certify that in the performance of the work under this agreement/for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should be come subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: July 29, 2014

Signature: 

MIKE LINARES
(Printed Name)

PRESIDENT
(Title)

MIKE LINARES, INC.
(Name of Business of Company)

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

EXHIBIT E
CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

APPENDIX D

PRICING PROPOSAL FORM

CONSOLIDATED PLAN SUBMISSION

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. 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) data for Los Angeles-Riverside-Orange County, CA, 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.)

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