

City of Brentwood
REQUEST FOR QUALIFICATIONS
For On-Call Grant Writing and Procurement Services



Date of Issuance:	March 31, 2026
Request for Information Deadline:	April 9, 2026 by 5:00 p.m.
Statement of Qualifications Deadline	April 21, 2026 by 5:00 p.m.

CITY OF BRENTWOOD REQUEST FOR QUALIFICATIONS

The City of Brentwood (“**City**”) requests a statement of qualifications (“**SOQs**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for On-Call Grant Writing and Procurement Services.

1. ABOUT THE CITY

The City is a general law city located in east Contra Costa County, with an estimated population of 65,300. Additional information about the City is available at: <https://www.brentwoodca.gov>

2. THE SERVICES

A. Summary. The City is seeking qualified consulting firms to provide On-Call Grant Writing and Procurement Services (“**Services**”) on a continual, as-needed basis for various City Departments. The City intends to establish an on-call list of up to three firms to provide these Services, which will be engaged as needed. Respondent(s) will proactively identify, evaluate, and recommend grant opportunities that align with the City’s strategic priorities, capital improvement needs, and long-term policy goals. Respondent(s) will also continuously monitor federal, state, and regional funding programs; assess eligibility, competitiveness, and match requirements; and assist the City in prioritizing grants with the highest likelihood of success and greatest community benefit.

B. Form of Agreement. A copy of the City’s standard Professional Services Agreement (“**Agreement**”), is attached and incorporated as **Exhibit A**. By submitting a SOQ, the Respondent(s) agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The Scope of Services that the City anticipates the successful Respondent(s) to perform are attached and incorporated as **Exhibit B (“Services” or “Exhibit B”)**. However, Respondent(s) may propose additional services not listed in Exhibit B, as they relate to the services requested (see Exhibit B for additional details).

By submitting a SOQ, Respondent(s) represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its SOQ, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate an applicable scope of services. **The precise scope of services incorporated into the Professional Services Agreement will be negotiated between the City and the successful Respondent(s).**

3. REQUEST FOR QUALIFICATION PROCEDURES

A. Requests for Information. Questions or objections relating to the Request for Qualifications (“**RFQ**”), the RFQ attachments, the RFQ procedures, or the required Services may only be submitted via email to: GKnight@BrentwoodCA.gov by 5:00 p.m.,

Pacific Daylight Time (PDT), April 9, 2026 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

B. Submittal Instructions. SOQs must be **received** by the City no later than April 21, 2026 at 5:00 p.m., Pacific Daylight Time (PDT). (“**SOQ Deadline**”). Respondent(s) are required to submit:

- Three (3) identical hard copies of the SOQ, delivered in a sealed envelope labeled with the Respondent’s name and return address and clearly marked “**SOQ for On-Call Grant Writing and Procurement Services.**” Hard copies to be addressed:

City of Brentwood, Engineering Department
 ATTN: Gail Knight
 150 City Park Way
 Brentwood, CA 94513

- One (1) identical electronic copy, submitted via email to GKnight@BrentwoodCA.gov (maximum file size 35MB). Respondent(s) should request and retain confirmation of receipt. Subject line shall state: “**SOQ for On-Call Grant Writing and Procurement Services.**”
- The SOQ may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the SOQ Deadline. Late submissions will be disregarded.

C. Planned RFQ Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the SOQ Deadline, and may be amended by addenda to this RFQ:

ACTIVITY	PLANNED DATES/TIME
RFQ Issued	March 31, 2026
Request for Information Deadline	April 9, 2026 @ 5:00 p.m.
SOQ Deadline	April 21, 2026 @ 5:00 p.m.
Phone Interviews (if requested by City)	April 27 – 29, 2026
Notice of Selection	May 6, 2026
Council Award of Agreement	June 9, 2026
Commence Services	July 1, 2026

D. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this SOQ, including modifications to the SOQ Deadline or to the Exhibits to this SOQ. Addenda will be posted on the City’s website at www.brentwoodca.gov/government/projects-bids-rfps. Each Respondent is solely responsible for checking the City’s website for addenda, and for reviewing any and all addenda before submitting its SOQ.

4. SOQ REQUIREMENTS

Each SOQ must be submitted in compliance with the requirements of this RFQ. Each SOQ must respond to the items listed below. *Clarity and brevity are preferable to volume.* SOQs should not exceed ten one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and will not be counted in the total page count. Brochures or promotional materials are optional unless requested. A maximum of two may be included and will not count toward the 10 page limit. By submitting a SOQ, the Respondent(s) agrees that the pricing and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the SOQ Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) type of organization (e.g. corporation, partnership, sole proprietorship; and State of formation.);
- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the City; and
- (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFQ.

The cover letter must be signed by a representative that is authorized to bind Respondent(s) by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the organization, including total number of employees and offices, and identify and briefly describe the office or offices that will be involved in providing the Services if awarded the Agreement. Explain how and why the Respondent is qualified to provide to provide the Services. If the Respondent does not have a local office, describe how Services will be effectively delivered and why the lack of a local presence will not hinder performance.

C. Understanding and Proposed Approach. The City intends to establish an on-call list of qualified grant writing and procurement consulting firms and may select one or more firms from this list, as needed, to support implementation of Services, city-wide. Describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City. Include an outline which demonstrates understanding of the scope of work and tasks necessary for successful execution, and suggestions or special concerns the City should be made aware of. Include the proposed process for maintaining sufficient communication and regular updates between all parties involved.

D. Experience. Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFQ, particularly with respect to services provided to other cities or public agencies. For each example,

provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

E. Staffing. Identify by name and title Respondent’s key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

F. Price. Provide a detailed price proposal that is fully inclusive of all costs associated with delivering the Services. The proposal should clearly identify hourly billing rates and any applicable escalation rates, as well as costs for supplies, reimbursable expenses, and any required programs or software. It should also include costs associated with any proposed recurring meetings, the insurance required under the terms of the Agreement, and any other costs the City would incur if the Respondent is awarded the Agreement. The proposal should be comprehensive and transparent, with no additional or hidden costs beyond those identified.

5. EVALUATION

The factors that the City will consider in evaluating SOQs are as follows:

- | | |
|---------------------------------------|-------------|
| • General Qualifications | 1-25 points |
| • Understanding and Proposed Approach | 1-25 points |
| • Relevant Experience | 1-15 points |
| • Pricing | 1-15 points |
| • References | 1-10 points |
| • Interview (if requested) | 1-5 points |
| • Proposed Staffing | 1-5 points |

6. SELECTION AND AWARD

A. Review. SOQs will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the SOQs will be ranked based on total scores to identify the SOQ that provides the best value to the City. Acting in its sole discretion, the City may elect to conduct interviews with some, all, or none of the Respondent(s). Interviews are not public meetings as defined by California open meeting laws (the Brown Act).

B. Award. The City staff will recommend award of Agreements, if any, to Respondent(s) that are determined by the staff to offer the best value to the City based on the City’s review, as outlined above. City staff will submit its recommendation(s) to the City Council or the awarding officer, as applicable, for award of Agreement to the Respondent(s) that are determined to offer the best value. Respondent(s) will be notified of staff’s intended recommendation by a Notice of Selection that will be emailed to each

Respondent(s) that submits a SOQ and will be posted on the City's website at <https://www.brentwoodca.gov/government/projects-bids-rfps>. The City Council or awarding officer will award the Agreements, if any, to the Respondent(s) that are determined by the City Council or awarding officer, acting in its sole discretion, to offer the best value to the City.

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth calendar day following the date of the Notice of Selection. The protest must be submitted in writing via email to Gail Knight, Management Analyst II, at GKnight@BrentwoodCA.gov, and must clearly specify the basis for the protest. The protest will be reviewed by the Director of Engineering/City Engineer in consultation with the City Attorney's Office, and the reviewing individual's determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreements and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each SOQ becomes the sole property of City and will not be returned to the Respondent(s). Each Respondent is solely responsible for the costs it incurs to prepare and submit its SOQ. The City reserves, in its sole discretion, the right to reject any and all SOQs, including the right to cancel or postpone the RFQ or the Services at any time, or to decline to award the Agreement to any of the Respondent(s). The City reserves the right to waive any immaterial irregularities in an SOQ or submission of an SOQ. The City reserves the right to reject any SOQ that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondent(s) must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent(s), any employees of Respondent(s), or any other person relative to the Services to be provided pursuant to this RFQ. This RFQ process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. In accordance with Government Code Section 1090, Respondent(s) who have participated in preliminary discussions, negotiations, reasoning, planning, and/or drawing of plans and specifications for previous agreements related to the same scope of work, will be excluded from consideration for the award of the Agreement. City employees are prohibited from participating in the selection process for this RFQ if they have any financial or business relationship with any Respondent(s).

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the "Act"), and each SOQ submitted to the City is subject to disclosure as a public record, unless the SOQ or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its SOQ is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting an SOQ, a

Respondent(s) agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the SOQ or any portions thereof.

Exhibits:

Exhibit A – Form of Agreement

Exhibit B – Scope of Services

Exhibit A – Form of Agreement

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**AGREEMENT FOR ON-CALL GRANT WRITING AND PROCUREMENT SERVICES
[Insert Name of Consultant]**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____ by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and _____, a _____ ("Consultant") (each a "Party" and collectively, the "Parties").

RECITALS

A. City requires the professional services of a consultant specifically trained and experienced in grant writing and grant procurement services, which are professional services outside of services offered by City.

B. Consultant has the professional skills and experience necessary to perform the services described in this Agreement.

C. Consultant customarily engages in these services as part of its independently established trade, occupation, and/or business, separately from its work for City.

D. City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services

E. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work on the terms and manner set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work.

1.1 City retains Consultant, as an independent contractor, to perform, and Consultant agrees to render, those services (the "Services") that are described in the attached Exhibit "B," which is incorporated by this reference, pursuant to this Agreement's terms and conditions.

1.2 Consultant will control the manner and the means of the work to be performed, and be responsible for the professional quality, technical accuracy and coordination of the Services. Consultant will, without additional compensation, correct or revise any errors or deficiencies in the Services.

1.3. Consultant will keep City informed on a regular basis that the Services are being performed in accordance with the requirement and intentions of this Agreement.

1.4 If applicable, Consultant has designated those persons listed in Exhibit "B" to provide the Services to the City. Consultant will not change or reassign those persons described in Exhibit "B" without prior written notice to City, and will not replace those individuals with individuals to whom City has a reasonable objection.

2. Standard of Performance. Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the Services. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Northern California area. The acceptance of the Services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the Services. Consultant will control the manner and means of the services to be performed by its employees and

subconsultants. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the Services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the Services.

3. Term. Unless earlier terminated, the term of this Agreement will be effective from July 1, 2026 through June 30, 2027. The City Manager may amend the Agreement to extend it for two (2) additional one year periods or parts thereof in an amount not to exceed _____ dollars (\$ _____) per Agreement year. Extensions will be based upon satisfactory review of Consultant's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. Schedule. Consultant will generally adhere to the schedule set forth in Exhibit "B" provided, that City will grant reasonable extensions of time for the performance of the Services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the Services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

5. Compensation.

5.1 The total fee payable for the Services to be performed during the term of this Agreement will be a not to exceed amount of _____ dollars (\$ _____) as may be further specified in the attached Exhibit "B." No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement.

5.2 Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

5.3 Within thirty (30) days after receipt of any applicable progress payment request, City will verify the accuracy of the request, correct the charges where appropriate, and make payment to Consultant in an amount equal to the amount of such application, as verified or corrected by City. No payment made prior to completion and acceptance of the Services will constitute acceptance of any part of the Services. City reserves the right to withhold payment from Consultant on account of Services not performed satisfactorily, delays in Consultant's performance of Services, or other defaults hereunder.

6. Status of Consultant. Consultant will perform the Services as an independent contractor, free from the control and direction of City, in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the Services under this Agreement will not be considered employees of City for any purposes whatsoever and City will not pay any tax, workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors.

At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

7. Subcontracting. Consultant's services are being requested by City because they are unique and personal. Except as may be specified in Exhibit "B", Consultant will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. Other Consultants. The City reserves the right to employ other consultants in connection with the Services.

9. Indemnification. Consultant will hold harmless, defend and indemnify City, its officers, agents, volunteers and employees from and against any and all claims, demands, costs or liability including attorney fees arising out of or in any way connected with the performance of this Agreement, caused in whole or in part by any act or omission of the Consultant, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of City.

10. Insurance. Consultant will obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

10.1 Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

10.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

10.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim.

10.2 Endorsements. For Commercial General Liability Insurance, Consultant will ensure that the policies are endorsed to name the City, its officers, agents, volunteers and employees as additional insureds. Prior to City's execution of this Agreement, Consultant will furnish, to the satisfaction of the City, certificates of insurance and endorsements.

10.3 Cancellation. Insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the notice provisions of this Agreement.

10.4 Failure to Maintain Coverage. If Consultant fails to maintain any of these insurance coverages, then City will have the option to declare Consultant in breach of this Agreement, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

10.6 Primary Coverage. For any claims related to the Services and this Agreement, the Consultant's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Consultant's insurance and not contributory with it.

10.7 Reduction in Coverage/Material Changes. Consultant will notify City in writing pursuant to the notice provisions of this Agreement thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

10.8 Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

11. Business License. If required, Consultant will obtain and maintain a City of Brentwood Business License for the term of the Agreement, as it may be amended from time-to-time.

12. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. Ownership of Documents.

13.1 All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

13.2 The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses,

or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

14. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

15. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

16. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of Brentwood
150 City Park Way
Brentwood, CA 94513
Phone No. (925) 516-5176
Attn: Gail Knight
Email: GKnight@brentwoodca.gov

For Consultant:

Name: _____
Title: _____
Address: _____
Phone No.: _____
Attn: _____
Email: _____

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

17. Conflicts of Interest.

17.1 City will evaluate Consultant's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors. Should it be determined that disclosure is required, Consultant or Consultant's affected employees, agents, or subcontractors will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

17.2 Consultant understands that its professional responsibility is solely to City. Consultant warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with the City an affidavit disclosing this interest. Consultant will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant will promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

18. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations ("Laws") which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

19. Pandemic Health Laws. Consultant's duty to comply with Laws includes compliance by Consultant with all local, state, or federal Laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws"), which include all of the County of Contra Costa Health Orders. Failure to fully comply with the Health Laws constitutes a material default, subject to all available remedies including suspension or termination.

20. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

21. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

22. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

23. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

24. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

25. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

26. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior written consent of City, which will not be unreasonably withheld.

27. Section Headings. Section headings as used in this Agreement are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.

28. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

29. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

30. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

31. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

32. Signatures.

32.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

32.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

CONSULTANT:

CITY:

* By: _____

By: _____

Printed Name: _____

G. Harold Duffey, City Manager

Title: _____

ATTEST:

** By: _____

By: _____

Printed Name: _____

Amanda McVey, City Clerk

Title: _____

APPROVED AS TO FORM:

By: _____

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

If an LLC:

- The Agreement must be signed by a Managing Member **or** the LLC must attach a resolution empowering the signatory to bind the LLC.

If a partnership:

- The Agreement must be signed by the Managing Partner **or** the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

If a sole proprietorship:

- The Agreement must be signed by the owner.

Exhibit B – Scope of Services

GENERAL:

The City of Brentwood (“City”) is requesting proposals from qualified grant writing and procurement consulting firms and/or individuals to establish an on-call list to provide **On-Call Grant Writing and Procurement Services** (“Services”) through:

- **FUNDING NEEDS AND FEASIBILITY ASSESSMENT**
 - **IDENTIFYING GRANT RESOURCES AND MATCHES**
 - **GRANT WRITING AND SUBMITTAL**
 - **LEGISLATIVE AND REGULATORY MONITORING**
 - **REPORTING AND MANAGEMENT**
- Respondent(s) shall provide staff competent in performing all work as referenced.
 - Respondent(s) shall review City Manager Administrative Policy No: 14 (attached) and comply with all applicable procedures relating, but not limited to, grants, rebates, matching funds, maintenance funds, and replacement funds.
 - Invoices must be submitted to the City within 30 days of services rendered and in acceptable City standard format, including itemized personnel, hours, hourly rate, task performed, and any information deemed necessary.
 - Respondent(s) may assist in additional duties and tasks as assigned by the designated City staff, as it relates to the Services.
 - City may need to obtain additional Services other than what is listed; therefore, the Respondent(s) shall provide a detailed list of all services provided by the firm.

1. **FUNDING NEEDS AND FEASIBILITY ASSESSMENT:** Respondent(s) shall work collaboratively with the designated City staff to proactively identify, evaluate, and recommend grant opportunities that align with the City’s strategic priorities, capital improvement needs, and long-term policy goals.
 - Review grant funding needs identified by City departments. This review may include meetings with appropriate staff, conducted either in-person or virtually.
 - Assess the feasibility and competitiveness of current funding priority areas.
 - Evaluate project readiness, funding eligibility, and alignment with grant program objectives.
 - Conduct a review of City projects currently in progress to assess the availability and applicability of potential grant funding sources.

2. **IDENTIFYING GRANT RESOURCES AND MATCHES:** Respondent(s) shall conduct research to actively assist in identifying grant resources and opportunities, including, but not limited to federal, state, and regional funding programs. This support is intended to be citywide in scope and is not restricted to any specific area of focus.
- Research, identify, and present grant funding opportunities identified by Respondent, along with any grant funding opportunities identified and requested by the City.
 - Provide summaries of potential opportunities.
 - o Information should include, but not limited to, name of agency, due dates for applications, eligibility, a brief program summary, the amount of funding available, and assessment as to the likelihood of qualification.
 - o For each grant opportunity agreed upon for pursuit by the department Director or designee, the Respondent(s) will provide a formal proposal via email. The Respondent(s) may proceed with pursuing the grant opportunity only upon receipt of written approval from the City Manager or designee.
3. **GRANT WRITING AND SUBMITTAL:** Respondent(s) to ensure all applications submitted on behalf of the City are competitive, complete, and fully responsive to grant program screening criteria, by obtaining a thorough understanding of both the funding requirements and the City project or program for which funding is sought.
- Conduct a detailed review of grant guidelines, evaluation criteria, eligibility requirements, match obligations, and submission procedures to confirm compliance and competitiveness.
 - Coordinate with designated City staff to obtain necessary technical information, project documentation, schedules, budgets, and supporting materials required for a complete and accurate application.
 - Prepare clear, compelling and responsive narratives, required attachments, and perform a comprehensive quality control review to ensure consistency and adherence to submission requirements prior to submittal.
 - Manage the submission process, including portal requirements, deadlines, and provide the City with a complete electronic copy of each finalized and submitted application.
4. **LEGESLATIVE AND REGULATORY MONITORING:** Respondent(s) shall provide monitoring and analysis of legislative, regulatory, and administrative actions that may affect the City's grant funding eligibility, competitiveness, compliance obligations, reporting, and funding availability.
- Monitor federal and state legislation related to funding programs relevant to the City's interest.

- Identify bills that may create, expand, reduce, or eliminate programs or grant amounts.
- Evaluate and report how legislative or regulatory changes may affect the City, including but not limited to; trade and supply chain policies, environmental and climate regulations, building and safety codes, funding and fiscal policy, utility and energy policy, public health and emergency policies.
- Provide written summaries outlining risks, opportunities, and recommended actions that may include; existing grants, pending applications, planned capital improvement projects, and long-term funding strategy.

5. **REPORTING AND MANAGEMENT:** Respondent(s) to provide grant management services which fully comply with the agency administering the grant, and the City's guidelines.

- Develop and submit regular progress reports, performance updates, and final project reports to the City and funding agency as required or requested, or provide a detailed alternative that is mutually agreed upon, that provides full transparency.
- Maintain organized records of all grant-related documents, correspondence, and reports for audit, review, and internal tracking purposes. Clearly convey any reporting requirements, including but not limited to, federal, state, and local obligations.
- Assist City staff in addressing agency inquiries, preparing supplemental materials, and facilitating communications with funding entities to ensure timely and accurate reporting.

City of Brentwood
City Manager Administrative Policy

Subject: Grants and Rebates	Policy No: 14	Date: April 6, 2018
	Page 1 of 1	

PURPOSE

The purpose of this policy is to establish procedures for applying for Grants and/or Rebates on behalf of the City. Grants and Rebates are to further the City's goals and objectives and be in the best interest of the City.

DEFINITIONS

City Manager means the City Manager or his or her designee.

Grant means a sum of money given by an organization or agency for a particular purpose.

Rebate means a discount or partial refund for a good or service.

PROCEDURE

1. The use of grant or rebate funds must be consistent with any funding conditions required by the grant/rebate and spent under the direction of the City Manager. When the conditions of the grant or rebate require City Council approval before the funds may be used, the use of funds shall then be at the direction of the City Council.

2. Application. In addition to the grant or rebate conditions, staff will follow these requirements:

2.1 Staff must submit a staff report to the City Council for consideration and approval before submitting an application that requires matching funds maintenance, or replacement funds in the amount of \$10,000 or more. The report will describe the grant and/or rebate and proposed use of funds, how the grant/rebate is consistent with the City's goals and objectives and the quantification of future costs including maintenance and/or replacement, to ensure that there are available City funds identified.

If staff learns of a grant or rebate that if obtained would be of significant benefit to the City that cannot be brought to the City Council before any required application deadlines, staff may, with the City Manager's approval, submit the required grant or rebate application documents. Staff must then bring as soon as possible and preferably at the next City Council meeting, a staff report requesting formal direction from the City Council on whether to proceed with the application process or to cancel the submittal.

2.2 Before submitting and/or applying for funds with no City matching funds, replacement funds or maintenance funds required, staff must obtain the City Manager's approval.