



CITY OF TEMECULA CALIFORNIA

REQUEST FOR PROPOSALS

2021 – 2029 Housing Element Update



Filing Deadline: March 21, 2019 at 5:00 P.M.

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I. INTRODUCTION

- A. The City of Temecula, hereinafter referred to as the “City”, is requesting proposals (RFP) from firms or individuals, hereinafter, referred to as “Proponent” to provide consulting services to the City. The City is preparing to update its current Housing Element for the 2021-2029 planning period, as mandated by State Law. The City is requesting proposals from qualified consultants with experience in the preparation of Housing Elements, to achieve certification by State Department of Housing and Community Development (HCD) no later than June 31, 2021, for developing a clear, concise, and legally defensible Housing Element that meets the varied needs of the community.

The current Temecula Housing Element was certified by HCD in 2013 and shall serve as a foundation for updating the Housing Element. The consulting firm selected shall evaluate: 1) the effectiveness of the housing programs, goals, policies; 2) the production of housing units at all income categories; 3) identification of housing characteristics; 4) update of the Regional Housing Needs Assessment (RHNA); 5) analysis of special housing needs; 6) and the identification of new State Housing Law and programs.

In addition to the Housing Element update, the City wants to address SB 379, which requires all cities to include climate adaptation and resiliency strategies in the Safety Element of the General Plan in conjunction with the next Housing Element update. The City has adopted a Local Hazard Mitigation Plan (attached). This version and any amendments to the Local Hazard Mitigation Plan should be included as part of the scope of services of this RFP.

II. CITY PROFILE

- A. The City of Temecula is a dynamic community comprised of approximately 113,181 citizens. The City maintains 40 parks on 314 developed acres throughout the community, which provide recreation opportunities for both the citizens of Temecula, as well as surrounding communities. Police and Fire protection are provided through a contract with Riverside County. The Temecula Valley Unified School District provides 32 schools for 28,679 students at the kindergarten through 12th grade levels within the City. The City of Temecula prides itself on its community focus and quality of life.

III. SCOPE OF SERVICES

The consultant shall assist staff with the Regional Housing Needs Assessment (RHNA) and Housing Element update, pursuant to the State of California Government Code Sections 65580-65589.8, and shall accomplish the following tasks:

A. Project Schedule

1. Develop a timeline schedule with milestones for the review and appeal (if necessary) of RHNA and the certification of the Housing Element by the State Department of Housing and Community Development (HCD) by June 31, 2021. The project schedule shall include a detailed explanation of all stages of the project, including, at a minimum:

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- a. Kick off meeting with staff to refine the scope of services;
- b. Identification of major milestones, meetings, and work products;
- c. Public outreach, subcommittee meetings, and workshops;
- d. Delivery of analysis and findings during assessment and development of the RHNA and Housing Element Update;
- e. Response to HCD review and City staff review times;
- f. Delivery of draft and final draft Housing Element; and
- g. Public hearings (Planning Commission and City Council).

B. Existing Conditions and Needs

1. Review the City's current Housing Element, General Plan and other supporting materials as needed to gain insight and understanding of Temecula's housing progress and priorities;
2. Evaluate results from previous housing programs and policies implemented, and their effectiveness;
3. Assess the feasibility of the City to use HCD's new streamlined update process, according to HCD's Housing Element Update Guidance document; and
4. Review the City's Local Hazard Mitigation Plan for consistency with SB 379.

C. Regional Housing Needs Assessment (RHNA)

1. Review City's vacant land inventory;
2. Review and assist with RHNA; and
3. Assist City staff through appeal process (if applicable).

D. Assessment of Housing Needs

1. Prepare an updated assessment of housing needs in Temecula, and an inventory of resources and constraints relative to meeting those needs; and
2. Incorporate the Regional Housing Needs Assessment (RHNA) figures as provided by the Southern California Association of Governments (SCAG), and current demographic data from the 2010 Census.

E. Preparation of Draft Housing Element

A draft Housing Element shall be prepared in compliance with all applicable state and federal laws, including all tables, maps, etc., and shall include the following:

1. Updated housing, population, demographic, and employment data to coincide with recent Southern California Association of Government growth projections and 2010 Census;
2. Assessment of the housing and market conditions and immediate needs within the City, including special housing needs;

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3. Identification of actual and potential constraints on the maintenance, improvement, and development of housing for all income levels;
4. Analysis of housing opportunities, along with an inventory of suitable sites and the City's capacity to meet regional housing goals; and
5. A Housing Element (2021-2029) implementation program including quantifiable objectives and programs to address housing needs for all income levels, the elderly, veterans, and population with disabilities, special needs, or experiencing homelessness.

F. General Plan Amendment (if applicable)

1. Identify sections of the City's General Plan Land Use Element that may need to be amended to be in compliance with State law, including all tables, maps, etc., consistent with the 2021-2029 Housing Element; and
2. Incorporate existing Local Hazard Mitigation Plan into the City's General Plan Public Safety Element to be consistent with SB 379.

G. Environmental Documents

1. Prepare, post, and file all the appropriate environmental documents for compliance with the California Environmental Quality Act (CEQA), including the Initial Study, Notice of Intent to Adopt a (Mitigated) Negative Declaration or other CEQA determinations as applicable, Response to Comments, Mitigation Measures, Mitigation Monitoring Program, and Notice of Completion to be filed with the Riverside County Clerk. In addition, the consultant will be responsible for preparing all notices and mailings for SB 18 and AB 52.

H. Deliverables:

1. Prepare and submit one (1) reproducible copy and one (1) electronic copy in Microsoft Word format and one (1) Adobe Portable Document Format (PDF) of the Administrative Draft Housing Element and General Plan Land Use Element (if applicable) for City staff to review and comment upon in accordance with the project's schedule. Design of the draft (text, font, graphics, tables, figures, and picture placement) to match the General Plan document format and quality;
2. Revise the Administrative Draft Housing and Administrative Draft Land Use Elements to incorporate staff's comments and submit one (1) reproducible copy, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in Adobe Portable Document Format (PDF) of the Draft Housing Element and Draft Land Use Element to the Community Development Department for City staff distribution to HCD, the City Council, the Planning Commission, and the general public for review and comment;
3. Prepare, post, and file the appropriate environmental documents for compliance with the California Environmental Quality Act (CEQA), including the Initial Study, Notice of Intent to Adopt a (Mitigated) Negative Declaration or other CEQA determinations as applicable, Response to Comments, Mitigation Measures, Mitigation Monitoring Program, and Notice of Completion to be filed with the Riverside County Clerk;

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4. Prepare addendum and revisions to draft documents both in response to City input and comments from HCD, including tracking of said revisions;
5. Prepare Final Draft Updated Housing Element in response to comments from HCD, responsible agencies, City staff, the Planning Commission, City Council, and the public. Upon determination of compliance by HCD of the Final Draft Housing Element and Draft Land Use Element, the consultant will submit thirty (30) bound copies, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in Adobe Portable Document Format (PDF) of the Final Draft Housing Element (2021-2029) and Final Draft Land Use Element for distribution to the Planning Commission and the City Council for final adoption at corresponding public hearings;
6. Amend the Public Safety Element of the City's General Plan incorporating elements of the Local Hazard Mitigation Plan, climate adaptation and resiliency strategies consistent with SB 379;
7. Attend, present, and participate in Planning Commission meetings, City Council meetings, land use steering committee meetings, informational workshops or study session meetings, City staff meetings, and public hearings as required by the City;
8. Prepare public meeting presentation materials, memos, letters, and other documents as required by City staff;
9. Provide regular e-mail progress reports to the Project Manager;
10. Assist in the preparation of staff reports and exhibits for Planning Commission and City Council;
11. Provide and maintain an Internet-based folder for all project materials accessible to City staff and consultants;
12. Coordinate with City staff and HCD staff as necessary;
13. Upon adoption of the Final Draft Housing Element and Final Draft General Plan Land Use Element by the City Council, the consultant will prepare a final adopted version with the date of adoption prominently displayed on the front cover and throughout the document to distinguish it as the official document from other versions of the Housing Element and Land Use Element. The consultant shall provide ten (10) bound copies, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in Adobe Portable Document Format (PDF) of the adopted Housing Element and Land Use Element for distribution to HCD, City departments, and other stakeholders; and
14. The consultant shall assist the City in achieving State certification of the Housing Element after adoption by the City Council and shall perform all tasks necessary to obtain HCD certification.

IV. LOCAL VENDOR PREFERENCE PROGRAM - SERVICES

- A. It is the policy of the City to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses, vendors, contractors, and consultants to the extent consistent with the law and interest of the public.
- B. The City of Temecula Local Vendor Preference is applicable to this Solicitation pursuant to Chapter 3.28 of the Temecula Municipal Code. A five percent (5%)

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preference will be given to Local Vendors in the determination for award of this contract.

- C. Qualified vendors, contractors, or consultants (Vendors) that desire consideration as a City of Temecula Local Vendor under this solicitation must complete the “Statement of Local Vendor Certification” (contained herein as **Exhibit C**) and submit it as part of their solicitation response. Late submittals of the Statement of Local Vendor Certification will not be considered. Submission of this statement will qualify the Vendor for treatment as a Local Vendor for purposes of this solicitation only. The statement made under this solicitation shall not qualify the Vendor as a Local Vendor under any other solicitation.

V. PROPONENT INFORMATION

- A. **RFP Proposal Timeline:** The following is the City’s tentative schedule for the selection of a Proponent:

RFP Proponents Electronically Notified	February 26, 2019
Deadline for Submitting Questions	March 11, 2019
Deadline for Submitting Proposals	March 21, 2019 by 5:00 P.M.
Panel Review of Proposals (Tentative)	March 25 – April 4, 2019
Interview of Top Proponents (Tentative)	April 9, 2019
Notice of Intent to Award Sent to Proponents (Tentative)	April 11, 2019
Council Approval and Award (Tentative)	May 14, 2019
Begin Services (Tentative)	June 3, 2019

- B. **Oral Interview:** Those Proponents considered most qualified to provide the required services may be requested to participate in an oral interview at the City’s discretion. Applicants will be notified in writing of the time and place for the interview. It is expected that key members of the engagement team (owner, partner, manager, senior personnel, and project manager) will be present for the presentation/interview process. Failure to appear for the oral interview will be cause to disqualify the firm from further consideration.

- C. **Travel Expenses:** The City shall not reimburse Proponent for any travel expenses incurred responding to this RFP or requirements B outlined within this section.

The City shall not reimburse awarded Proponent for local travel related expenses; therefore, any such costs must be included in the rates set forth in the fee schedule. The City will, however, provide reimbursement for reasonable pre-approved travel out of area to include airfare and hotel reimbursement only. Proponents submitting expense reimbursement requests to the City shall include on their invoices detailed information including description, date of the expense, business purpose and amount. Travel related expenses (including hotels) shall be reimbursed at direct cost, but not to exceed the Federal per diem rate as established by the U.S. General Services Administration (www.gsa.gov/perdiem), plus applicable taxes. Proponent shall attach supporting documents substantiating all expenses such as itemized receipts, paid invoices, or paid credit card statements (if description has sufficient detail). Any requests for travel-related expense reimbursement must be pre-approved by the City and Finance Director.

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VI. INSTRUCTIONS FOR SUBMISSION of PROPOSAL

- A. **Registering as a Vendor:** Proponents must be registered as a vendor with the City to download the RFP document(s) and to submit a proposal. If not already registered, Proponents may “Register As A Vendor” for free via the City’s website: <http://temeculaca.gov/purchasing>
- B. It is the Proponent’s sole responsibility to contact the City’s online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc.
- C. **Submittal of Proposal and Fee Schedule:** It is the responsibility of the Proponent to ensure the proposal is delivered on time. Any proposal received after the deadline will be disqualified and will not be considered. Proposals sent via facsimile, email, or hard copies will not be accepted.
 - 1. Documents must be uploaded in PDF format via the City’s online bid management providers, PlanetBids. It is the Proponent’s responsibility to ensure their proposal documents are properly uploaded onto the City’s online bid management system. Proposals that are missing pages, cannot be opened, etc. may be considered unresponsive. Hard copies submitted to the City, in lieu of electronic copies uploaded onto the system, will not be accepted as a viable proposal. If Proponent has difficulty uploading their response(s) to the PlanetBids system they shall be solely responsible for contacting PlanetBids at 818-992-1771 for assistance. The City does not have the capability to assist with uploading Proponent documents.
- D. **Examination of the Content of the RFP:** By submitting a proposal, the Proponent represents that it has thoroughly examined and become familiar with the contents of the RFP and that it is capable of performing quality work to achieve the City objectives. The submission of a *signed* proposal shall be considered an agreement to all the terms, conditions, and specifications provided in the RFP.
 - 1. Sample Agreement: A Sample of Standard Agreement is attached (Exhibit B) for the purpose of informing the proposer of the fixed, predetermined, standard contract provisions with which they will be required to comply. These provisions are subject to revision by the City at any time prior to the signing of the agreement.
 - 2. Exceptions: If the Proponent suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or recurrent of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Otherwise, the successful Proponent will be expected to sign the Agreement upon award of the contract. Any alternative proposed must satisfy all minimum qualifications specified in the RFP. The City expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based there on if determined to be in the best interest of the City.

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3. **Proposal Signature:** The proposal must be signed by an official authorized to bind the firm.
 4. **Questions:** Any questions, interpretations, or clarifications about any portion of this RFP must be requested in writing (by the deadline indicated in the RFP Proposal Timeline) via the City's on-line bid management system – PlanetBids. All written questions will be answered in writing and conveyed to all proposers in writing via PlanetBids. Oral explanations or instructions will not bind the City.
- E. Proposal Withdrawal:** Proponent agrees that failure on its part to list all cost components related to the service will not be accepted by the City as an acceptable justification to re-quote the proposal. Proponent acknowledges that the original proposal and costs provided stand. However, Proponent has the option of withdrawing a proposal at any time until a final Contract is awarded. Any withdrawn proposals will not be considered for re-submittal.
- F. Proposal Content:**
1. Qualifications and Experience: Proponent shall –
 - a. Provide the number of years their firm has provided the services outlined in the RFP.
 - b. Provide the name of the principal or project manager in the firm who will have direct and continued responsibility for the project. This person will be the City staff contact on all matters dealing with the project and will handle the day-to-day activities through completion.
 - c. Provide a resume for all staff/employees assigned to the project (identified in this RFP) along with a clear indication of their responsibilities for this project.
 - d. Provide at least five (5) references that have purchased similar services from the Proponent. Proponent shall provide company name, contact name, and phone number for each reference.
 - e. Identify those services that will be outsourced to a sub-contractor. The Proponent will be responsible for verifying the experience, qualifications and validity of all licenses, permits, and copyrights for any outsourced work to sub-contractors. The Proponent is also responsible for paying its employees and any sub-contractors the Proponent hires.
 - f. Proponent shall identify, obtain, and provide any and all licenses, permits, clearances, reports, and documents required to complete the project and perform the services within required timelines.
 - g. If applicable, the proponent shall provide copy of Department of Industrial Relations (DIR) contractor and subcontractor registrations pursuant to SB854 and Labor Code sections 1720, 1725.5 and Public Contract Code section 4104.
 - h. Provide an outline of its business safety record. Proponent will be required to comply with all existing Federal, State, and CAL OSHA laws and requirements.
 - i. Provide a list any litigation, including personal and property, involving Proponent's firm in the last five (5) years.

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2. Technical Approach and Timeline: Proponent shall provide a detailed written outline of their firms proposed approach and timeline to the project and the tasks the firm undertakes prior to and during the project to ensure its completion and success.
3. Price: Proponent shall provide its proposed fee schedule (pricing) for all services and product. If there are discrepancies between services, labor, product, materials, or fees the City reserves the right to clarify pricing with the affected Proponent.
4. The City shall not reimburse awarded Proponent for local travel related expenses; therefore any such costs must be included in the rates set forth in the proposed fee schedule. The City will, however, provide reimbursements for reasonable pre-approved travel out of area to include airfare and hotel reimbursement only. Proponents submitting expense reimbursement requests to the City shall include on their invoices detailed information including description, date of the expense, business purpose and amount. Travel related expenses (including hotels) shall be reimbursed at direct cost, but not to exceed the Federal per diem rate as established by the U.S. General Services Administration (<https://www.gsa.gov/travel/plan-book/per-diem-rates>), plus applicable taxes. Proponent shall attach supporting documents substantiating all expenses such as itemized receipts, paid invoices, or paid credit card statements (if description has sufficient detail). Any requests for travel-related expense reimbursement must be pre-approved by the City and Finance Director.
5. Statement of Local Vendor Certification: Qualified vendors, contractors, or consultants (Vendors) that desire consideration as a City of Temecula Local Vendor under this solicitation must complete the “Statement of Local Vendor Certification” (contained herein as Exhibit C) and submit it as part of their solicitation response.

VII. SELECTION CRITERIA

- A. The City will establish a proposal Selection Panel whose members must have no conflict of interest with any Proponent. Individual Selection Panel members will review and evaluate the proposals and qualifications of all responsive Proponents. The Selection Panel may be comprised of City staff and/or other people with related expertise.
- B. The Selection Panel will consider the following factors (and other reasonable, objective, and accountable factors) which are listed here without implication of priority:
 1. Responsiveness: The Proponent’s ability to effectively meet the Scope of Services and all the requirements stipulated in the RFP.
 2. Qualifications and Experience: The Proponent’s capability and qualifications to perform the Scope of Services and all the requirements stipulated in the RFP.
 3. Technical Approach and Timeline: The Proponent’s method to effectively provide the Scope of Services and all the requirements stipulated in the RFP within a reasonable timeline.
 4. Price: The Proponent’s ability to cost effectively meet the Scope of Services and all the requirements stipulated in the RFP.

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5. Local Vendor Preference: A five percent (5%) preference will be given to Local Vendors in the determination for award of this contract.
- C. **Contract Award**: A final Contract will be awarded to the best qualified individual or firm with the most *cost effective* (competitively priced) proposal. Although price is of prime consideration, it is not the sole determining factor. The City reserves the right to select the appropriate firm based on the most qualified proposal.
1. The City reserves the right to accept or reject any or all responses and proposals received in response to this RFP, to waive minor irregularities, to negotiate with any qualified source, or cancel in whole or in part this RFP if it is in the best interest of the City to do so, and to take all proposals under advisement for a period of ninety (90) days. If a Contract cannot be negotiated the City reserves the right to negotiate with any other finalist.
 2. Subsequent to contract negotiations, prospective Proponents may be required to submit revisions to their proposal.
 3. This RFP does not commit the City to award a Contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for supplies or services.
 4. The City reserves the right to select a Proponent to perform all the work identified in the RFP, or only selected portions based on price and other factors.
 5. The City may, at its sole discretion, award the contract in whole, or in part, to one or more Proponents.
 6. No contractor, vendor or consultant may be awarded a contract for public work projects unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code 1725.5.
 7. All companies submitting a proposal should note that the execution of any contract pursuant to this RFP is dependent upon the recommendation of the Selection Panel and may be subject to the approval of the City of Temecula City Council.
- D. **Protest Procedures**: Pursuant to [Chapter 3.28.350](#) of the City of Temecula Municipal Code, any actual or prospective bidder, proposer, or contractor (collectively “bidder”) who believes he or she has been aggrieved in connection with the solicitation or award of a contract pursuant to this Chapter may protest, in writing, to the Office of the City Clerk, **within three (3) business days after posting of the award recommendation** (posted as “Award Pending” via the City’s online bid management system – PlanetBids) at the location where bids or proposals are submitted. The protest shall be deemed filed only when it is actually received by the Office of the City Clerk. Said bidder shall refer to Chapter 3.28.350 of the Temecula Municipal Code for detailed filing requirements. The City’s municipal code can also be accessed online at:

<http://www.qcode.us/codes/temecula/>

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VIII. CONDITIONS & LEGAL REQUIREMENTS

- A. **Collusion:** Any evidence of agreement or collusion among Proponents, acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Proponents void.
- B. **City of Temecula Business License:** The selected Proponent(s) agree to maintain a City of Temecula business license for the duration of the contract.
- C. **Law Compliance:** Selected Proponent is required to comply with all existing State and Federal labor and public works laws. Selected Proponent is also responsible for complying with all OSHA and any other applicable standards and requirements. If Proponent out-sources any work or job to a sub-contractor, it will be the Proponent's responsibility to ensure that all sub-contractors meet the requirements as stated in this RFP and Contract award.
- D. **Public Record:** All submitted responses, proposals and information included therein shall become public record upon contract award. Proposals are not to be marked as confidential or proprietary. Regardless of any identification otherwise, including marking some or all of the pages as "confidential" or "proprietary," information in proposals shall become part of the public record and subject to disclosure without further notice to the Proponent. The City shall not in any way be liable or responsible for the disclosure of any such records

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EXHIBIT B

**SAMPLE OF STANDARD AGREEMENT
(Attached)**

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EXHIBIT C

STATEMENT OF LOCAL VENDOR CERTIFICATION

Any Vendor claiming to be a Local Vendor, as defined under the Local Vendor Preference Program - Services section of this RFP shall so certify in writing to the City. The City shall not be required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a Vendor meets the definition of “Local Vendor.”

“Local Vendor” means a vendor, contractor, or consultant who has a valid physical business address located within the boundaries of the City of Temecula, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis, and holds a valid business license issued by the City of Temecula and designates, for sales tax purposes, the City of Temecula as the point of sale for retail transactions within the City. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

A business which has obtained City certification as a Local Vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a contract to which it would not otherwise have been entitled, shall:

1. Pay the City any difference within the contract amount and what the City’s costs would have been if the contract had been properly awarded.
2. In addition to the amount described in sub section (1) above be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract involved; and
3. Be ineligible to transact any business with the City for a period of not less than three (3) months and not more than twenty-four (24) months as determined in the sole discretion of the City Manager. The City Manager shall also have the right to terminate all or any part of any contract entered into with such person or business.

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STATEMENT OF LOCAL VENDOR CERTIFICATION

Qualified Local Vendors desiring consideration under the City of Temecula Local Vendor Preference Program must complete the following and submit with their Proposal (print or type):

I, _____ , _____
(Individual Submitting Bid) (Title)

of/for _____ certify that _____
(Company Name) (Company Name)

Is a City of Temecula Local Vendor as defined under the Local Vendor Preference Program - Services section of this solicitation (titled _____) and therefore qualifies for the Local Vendor Preference.

Signature Title Date

Local Vendor:

Submit this document as a part of your quotation.