

SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and Cen Cal Business Finance Group, Inc., a California Non- profit Corporation (Sub-grantee) as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: Request for Proposals for Administration of the City of Fresno Revolving Loan Fund (Request for Proposals No. 12500029) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. Compensation for services is payable from and limited to the RLF income generated through granting and collecting loans. Sub-grantee will retain its compensation from the RLF income strictly as permitted under the Program Requirements for administration expenses. Income generated under the RLF may include, to the extent permitted under Program Requirements, loan packaging, fee income, interest income, and loan servicing income. City will not compensate sub-grantee for services in any other manner. City will not pay any additional compensation to Sub-grantee, and will not reimburse it for any administrative, marketing, or other costs associated with its services. Subject to the limitations above, any compensation for administration expenses will be limited to the following fees at the following rates:

(i)	Application Fees	\$ 0
(ii)	Packaging Fees	\$ 500
(iii)	Loan Origination Fees	1.5%
(iv)	Servicing Fees	\$ 1,300 – 2,500
(v)	Other Fees*	
	Describe:	Credit Report \$ 50 business/\$10.75 individual County Recording Fees \$200

*Any public filing fees will be at the then current rate.

Interest rates and maximum loan fees are charged to the borrower and established by the current Administrative Plan.

3. INDEMNIFICATION. To the furthest extent allowed by law, SUB-GRANTEE shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, SUB-GRANTEE or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUB-GRANTEE'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If SUB-GRANTEE should subcontract all or any portion of the work to be performed under this Agreement, SUB-GRANTEE shall require each subcontractor to

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indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

[Signatures follow on the next page.]

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IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Sub-grantee's, and this Contract shall be binding and effective upon execution by both parties.

<p>CITY OF FRESNO, A California municipal corporation</p> <p>By: _____ Melissa Perales, Purchasing Manager General Services Department</p> <p>APPROVED AS TO FORM:</p> <p>City Attorney</p> <p>By: _____ Date _____ Christine Charitar Deputy City Attorney</p> <p>ATTEST: TODD STERMER, CMC City Clerk</p> <p>By: _____ Date _____ Deputy</p>	<p>CEN CAL BUSINESS FINANCE GROUP, INC, A California Non-profit Corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____ (If corporation or LLC., Board Chair, Pres. or Vice Pres.)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____ (If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)</p> <p>REVIEWED BY: _____</p>
<p>Addresses: CITY: City of Fresno Attention: Kelly Trevino Economic Development Assistant Director 2600 Fresno Street Fresno, CA 93721 Telephone: (559) 621-8426 E-Mail: Kelly.trevino@fresno.gov</p>	<p>SUB-GRANTEE: Cen Cal Business Finance Group, Inc. Attention: Frank Gallegos Executive Director 5094 N. Fruit, Suite 103 Fresno, Ca. 93711 Telephone: (559) 227-1158 E-Mail: fgallegos@cencalfinance.com</p>

7-1158



Request for Proposals (RFP)
for
Administration of the City of Fresno Revolving Loan Funds
RFP 12500029

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Proposal Submission Deadline: Tuesday, January 14, 2025

Purchasing Division Contact: Dyan Ayala, Procurement Specialist
Email: Purchasing@fresno.gov
Phone: (559) 621-8367 or (559) 621-1332

City of Fresno Proposal Specifications

Table of Contents

I – INTRODUCTION	3
INSTRUCTIONS TO PROPOSERS.....	5
II – PROPOSAL AND CONTRACT DOCUMENTS	10
CHECK LIST	11
BUSINESS LOCATION AND LICENSE	12
COST PROPOSAL	13
PROPOSER QUALIFICATION QUESTIONNAIRE	14
REFERENCES	16
STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION	17
DISCLOSURE OF CONFLICT OF INTEREST	18
NONCOLLUSION DECLARATION	19
ADDENDA	20
SIGNATURE PAGE	22
SAMPLE SERVICE CONTRACT	25
III – GENERAL CONDITIONS	28
IV – SPECIAL CONDITIONS	38
V – SCOPE OF WORK	40
VI – FEDERAL CONDITIONS.....	45

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I – INTRODUCTION

NOTICE INVITING PROPOSALS

Electronic proposals will be received by the office of the Purchasing Manager of the City of Fresno, all in accordance with the Specifications for:

Request for Proposals for Administration of the City of Fresno Revolving Loan Fund Request for Proposals 12500029

The City of Fresno is soliciting proposals to administer the City of Fresno's Revolving Loan Fund (funds of the Economic Adjustment Assistance Program, Economic Development Administration, U.S. Department of Commerce, CFDA #11.307) as detailed in the attached Sample Agreement Document. This request is for a ten (10) year agreement.

The RFP forms, Instructions to Proposers, copies of plans and/or specifications may be obtained from the Office of the Purchasing Manager (phone 559 621-1332) via the City's web site: <http://www.fresno.gov>, "Business", "Doing Business", "Bid Opportunities".

Proposals must be submitted electronically via Planet Bids.

Proposals are to be submitted electronically using Planet Bids prior to the opening at 3 p.m. on Tuesday, January 14, 2025, at which time they will be publicly opened and recorded. Join the bid opening meeting at <https://zoom.us/j/92047244398> or call (669) 900-9128, meeting ID 920 4724 4398.

The City of Fresno hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

Services of an interpreter and additional accommodations can be made available. Requests for accommodations should be made at least five working days but no later than 48 hours prior to the scheduled meeting/event. Please contact the Procurement Specialist listed on the cover at 559-621-8367 or email Purchasing@fresno.gov.

The City of Fresno reserves the right to reject any and all proposals.

INSTRUCTIONS TO PROPOSERS

Introduction

The City of Fresno Economic Development Department currently has two Revolving Loan Funds (RLF's) established with funds from the Economic Development Administration of the United States Department of Commerce (EDA). The original "LEGACY" RLF, which has been in existence since the 1980 has a current balance of approximately \$760,000, with \$80,000 available to lend. The "CARES" Act RLF, established in 2020, has a current balance of approximately \$640,000, with \$100,000 available to lend. The City anticipates awarding a 10-year agreement for administration of both RLF's.

General

1. No proposal will be considered for award unless it is submitted on the proposal forms furnished by the Purchasing Manager, completely filled out, properly signed by the Proposer and filed electronically via Planet Bids on or before the date and time specified in the Notice Inviting Proposals. The time clock in the Purchasing Division will be the official clock for documenting the time of filing.
2. The City will award a Contract or reject any or all proposals within the time stated in the Specifications, and no proposal may be withdrawn within that period of time. Any award of a Contract exceeding \$100,000, shall be subject to the approval of the City Council.
3. The City reserves the right to reject any and all proposals.

Submittal of Proposal

4. Each Proposer shall carefully examine each and every term of this Request for Proposals; and each Proposer shall judge all the circumstances and conditions affecting its proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposals.
5. The Proposer shall comply with any and all federal, state, or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.
6. This solicitation for proposals does not commit the City of Fresno to enter into a Contract or to pay any costs incurred in the preparation of responses to the request. The City of Fresno reserves the right to accept or reject any proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals. It may accept the proposal that it considers to be in the interest of the City of Fresno, with or without negotiation.
7. The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer, to re-advertise for proposals if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

ACH Electronic Payment

8. Proposer shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required

by the contract. Payment for invoices submitted by the proposer shall only be rendered electronically unless payment by paper check is expressly authorized by the Controller, in the Controller's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary City procedures and practices. The proposer shall comply with the Controller's procedures to authorize electronic payments. Proposer acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the Controller's electronic payment procedures, except where the Controller has expressly authorized payment by paper check as set forth above.

Americans with Disabilities Act

9. **Accessibility Requirements:** Supplier warrants that it complies with California and federal disabilities laws and regulations; and the Services will conform to the accessibility requirements of WCAG 2.0AA. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Services. The City may require Proposer to comply with these accessibility requirements if they are awarded a contract.

Public Records

10. The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may not be considered for award.

Selection Process and Evaluation Criteria

11. Proposal Evaluation

The Selection Committee will review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal must meet the requirements of these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the Proposer's written proposals. In other words, advantages which are not stated will not be considered in the evaluation process.

Proposers whose proposals include a failure to comply with or take exception to these Specifications may not be considered for award and dropped from the evaluation process.

The Selection Committee will evaluate the proposals on the following criteria:

- a. **Cost** as shown on the Cost Proposal Worksheet.
- b. **Ability** to meet the stated service requirements.
- c. **Past Performance and Experience** based on references and experience.
- d. **Conformance** to the terms and conditions of the RFP.
- e. **Other** related information.

The City reserves the right to accept or reject any or all proposals and may select, and negotiate with one or more Proposers concurrently, and enter into a Contract with such Proposer who is determined, by the City, to provide the services which are in the interest of the City. The City may agree to such terms and conditions as it may determine to be in its interest.

12. The Selection Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their proposal.
13. Selection will be based on qualitative analysis and cost. Any award shall be on the basis of the criteria specified and made to the Proposer whose proposal is judged as providing the best value in meeting the interest of the City and the objectives of the project, in the City's sole discretion.
14. The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

Time to Award

15. The Proposer agrees that the City may have **ONE HUNDRED TWENTY (120) DAYS** to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

Contract Documents

16. The proposer shall submit the required contract documents in a form acceptable to the Purchasing Division 2101 G Street, Bldg. A, Fresno, CA 93706 within 15 calendar days (except in the event in the event federal funding is applicable to this Contract, then 10 working days) from the Notice of Award of proposal. Failure to provide said documents within the designated period shall be sufficient cause to award to the next proposer offering the next best value to the City.

Questions, Clarifications, and Concerns

17. The Specifications describing this project have been carefully prepared. Any questions or concerns relating to these Specifications shall be directed in writing to the Procurement Supervisor of the Purchasing Division (see cover page) and may be submitted electronically by utilizing the Question and Answers field on Planet Bids.

Questions will be accepted only up to five (5) working days prior to the proposal date to allow the City, if necessary, to issue an addendum to all proposers stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise after the deadline, please contact the Procurement Supervisor of the Purchasing Division, but the City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or designee.

Contacts with City Staff

18. Before an award is made, any contact with City staff, other than the Purchasing Manager or designee(s), without prior written authorization is strictly prohibited and may render the Proposer non-responsible.

Regulated Communications in City Procurement Process Ordinance

19. The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov> "Departments", "City Clerk," and "Fresno Municipal Code and City Charter." Or view the Fresno Municipal Code directly at:

https://library.municode.com/ca/fresno/codes/code_of_ordinances?nodeId=MUCOFR_CH4CIP_UCOSA_ART6RECOELOFPRPR

Notification of Staff Determination

20. Any award of a Contract exceeding \$100,000, shall be subject to the Staff Determination clause. Once the City has reviewed and evaluated the proposals received and has determined for award the responsible proposal that provides the best value to the City, that determination will be posted on the City's website <http://www.fresno.gov>, "Departments", "General Services," "Purchasing Division," and "Anticipated Formal Bid Award." It is the sole responsibility of interested Proposers to seek this information.

Proposers will be given an opportunity to submit, in writing, within 5 days to the Purchasing Manager any concerns with the RFP process or Staff Determination. Such writing will be taken under consideration by the City Manager and may be acted upon within 5 days. If no action is taken within such 5 days, then there shall be no change in Staff Determination. The exercise of Proposer of its right to submit its written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

Award of a Contract for less than \$100,000 is not subject to this Notification of Staff Determination provision.

Debarment

21. A Proposer may be debarred from bidding or proposing upon or being awarded any contract

with the City, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code Section 4-104 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may be permanent depending on the violation. A Proposer may request a hearing, in accordance with Fresno Municipal Code Section 4-104, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the Ordinance may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

Outreach to Small Business Enterprises in Subcontracting

22. The City of Fresno hereby notifies all Proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, procurement of supplies, equipment and other services. Therefore, the City requests that a Proposer who intends to subcontract a portion of the work seek out small business enterprises that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability, and prices.

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II – PROPOSAL AND CONTRACT DOCUMENTS

Proposer's Name _____
(Submit with Proposal)

CHECK LIST

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If the documentation provided is incomplete, the Proposer may be ineligible for award of a Contract.

1. **Cover Letter**, including company name, address, contact name, phone number and fax number.
2. **Business Location and License**
3. **Cost Proposal**
4. **Proposer Questionnaire**
5. **References**
6. **Acceptance of Indemnification and Insurance**
7. **Disclosure of Conflict of Interest**
8. **Non-Collusion Declaration**
9. **Addenda and Time Period to Award/Reject**
10. **ACH Authorization**
11. **Signature Pages**
Including (for corporations) Notary Acknowledgment in corporate form, certification by secretary and board resolution or other document to authorize individual who signs proposal.
12. Signature page of all **ADDENDA** issued

Proposer's Name _____
(Submit with Proposal)

BUSINESS LOCATION AND LICENSE

BUSINESS LOCATION

- ☐ The undersigned Proposer does not maintain a place of business in the City of Fresno.
- ☐ The undersigned Proposer maintains a place of business in the City of Fresno at: _____, Fresno, CA

BUSINESS LICENSE

- ☐ The undersigned Proposer has a current City of Fresno Business License and the number is _____.

If the successful Proposer does not have a City of Fresno Business License, he/she shall obtain such a license prior to the issuance of a Notice to Proceed for the Work and maintain in effect throughout the term of this Contract.

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Proposer's Name _____
(Submit with Proposal)

COST PROPOSAL

TERM OF CONTRACT The Contract shall be in effect for ten (10) years from the date of the Notice to Proceed. The Contract may be extended in accordance with the provisions set forth in the Special Conditions of these Specifications.

Having carefully examined the Request for Proposals, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the following services at the following rates:

<u>Item</u>	<u>Description of Work</u>	<u>Total</u>
1	Application Fees	_____
2	Packaging Fees*	_____
3	Loan Origination Fees	_____
4	Servicing Fees	_____
5	Other Fees: (Describe)**	_____

TOTAL PER LOAN AMOUNT: \$ _____

***State if application fee is in addition to packaging fees.**

****Any public filing fees will be at then current rate.**

Interest rates and maximum loan fees are charged to the borrower and established by the current Administrative Plan (attached)

The City reserves the right to reject any and all proposals.

Proposer's Name: _____
(Submit with Proposal)

PROPOSER QUALIFICATION QUESTIONNAIRE

The undersigned Proposer submits the following information in accordance with the proposal Specifications:
(Use additional sheets as needed.)

1. a. Business Name (If using more than one business name, please list all names.):

b. Address:

Is your firm operating as a franchisee? Yes ☐ or No ☐

If yes, list the franchiser, and number of years your business has been franchised:

2. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project, and the extent to which they will be involved in the performance of this Contract.

3. How many years has your business been established?

How many years has your business been under your present name?

How many years under former names? (List names and number of years)

4. How many years has your business been providing services?

5. What other types of services does your business provide?

6. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals, and their addresses):

7. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes ☐ or No ☐
If so, list the date, client, and reason for termination below:

8. Provide an organization chart, indicating full-time personnel, job titles, locations, and whether each individual works out of an office or is in the field.

Proposer's Name _____
(Submit with Proposal)

PROPOSER QUALIFICATION QUESTIONNAIRE (Continued)

9. Does the proposer currently possess sufficient resources to meet the initial requirements for this contract?
Yes ☐ or No ☐
10. Describe how you will meet the requirements to provide the services as outlined in this Request for Proposals.

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Proposer's Name _____
(Submit with Proposal)

REFERENCES

Please list at least three references of similar size and type of services, including governmental agencies, if available.

1. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

FAX NUMBER _____ EMAIL _____

LENGTH OF CONTRACT: _____ (YEARS)

TYPES OF SERVICES PROVIDED: _____
2. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

FAX NUMBER _____ EMAIL _____

LENGTH OF CONTRACT: _____ (YEARS)

TYPES OF SERVICES PROVIDED: _____
3. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

FAX NUMBER _____ EMAIL _____

LENGTH OF CONTRACT: _____ (YEARS)

TYPES OF SERVICES PROVIDED: _____

Proposer's Name _____
(Submit with Proposal)

**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION
AND INSURANCE REQUIREMENTS**

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below, and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may cause a Proposer to not be awarded a contract.

- ☐ **ACCEPT**
☐ **DO NOT ACCEPT**

If "DO NOT ACCEPT" is checked, please list exceptions:

INSERT IF APPLICABLE

Signature of Authorized Person

Type or Print Name of Authorized Person

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Proposer's Name _____
(Submit with Proposal)

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

☐ Additional page(s) attached.

Signature

Date

Name

Company

Address

City, State, Zip

Proposer's Name _____
(Submit with Proposal)

NONCOLLUSION DECLARATION
Public Contract Code section 7106

The undersigned declares:

I am the _____ of _____,
Title of Authorized Person Bidding Firm, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true

and correct and that this declaration is executed on _____, at _____, _____.
Date City State

Signature of Authorized Person

Print Name of Authorized Person

The above Noncollusion Declaration is part of the Bid Proposal.

Proposers are cautioned that making a false declaration may subject the certifier to criminal prosecution.

Proposer's Name _____
(Submit with Proposal)

ADDENDA

The City makes a concentrated effort to ensure any addenda issued relating to these Specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

TIME PERIOD TO AWARD/REJECT

The undersigned Proposer agrees that the City may have **ONE HUNDRED TWENTY (120) DAYS** from the date proposals are opened to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

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Proposer's Name _____
(Submit with Proposal)

**CITY OF FRESNO
FINANCE DEPARTMENT
ACCOUNTS PAYABLE SECTION**

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH CREDITS)

Company Name _____ Contact Email Address _____
(Required)

Contact Name _____ Telephone Number _____

The City of Fresno, Finance Department, (FINANCE DEPARTMENT), is authorized to initiate credit entries to the company above, (COMPANY), in the account below at the depository financial institution named below, (DEPOSITORY), and to credit the same to such account. Company acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law.

Depository Name _____ Branch _____
City _____ State _____ Zip Code _____

Routing Number _____ Account Number _____

☐ ACH Authorization Agreement Form already on file with City.

This authorization is to remain in full force and effect until FINANCE DEPARTMENT has received written notification of its termination. The FINANCE DEPARTMENT and DEPOSITORY have a reasonable time to process the termination.

Name(s) _____
(Please print)

Signature _____ Date _____

Title _____

(Submit with Proposal)

SIGNATURE PAGE

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this proposal are true and correct.

PROPOSAL SUBMITTED BY:

(Please follow the instructions for each line, as explained below.)

(1) _____ () _____ () _____
Firm Phone Fax

(2) _____
(Corp.) (Individual) (Partner) (Other)

(3) _____
Business Address

City State Zip Code

(4) By: _____
Signature of Authorized Person

Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: _____ Date: _____

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INSTRUCTIONS FOR SIGNATURE PAGE

LINE 1: The name of the Proposer must be the same as that under which a license is issued, if a license is required. If the Proposer is a corporation, enter the exact name of the corporation under which it is incorporated; if Proposer is an individual, enter name; if Proposer is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the Proposal and any Contract awarded thereunder are to be addressed.

LINE 4: (a) If the Proposer is a corporation, the Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign contracts (sample certification attached): a copy of the Secretary of State printout, a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign Contracts.

(b) If Proposer is an individual, he/she must sign the Proposal, or if the Proposal is signed by an employee or agent on behalf of the Proposer, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the proposals or must be submitted with the Proposal.

(c) If the Proposer is a partnership, the Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.

(d) If the Proposer is a joint venture, the Proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and c) above apply respectively.

Where Proposer is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAME	ADDRESS

NOTE: All addresses must be complete with street number, City, State, and Zip Code.

SAMPLE CERTIFICATION

I, _____, certify that I am the secretary
Name
of the corporation named herein; that _____ who signed this
Name
Bid Proposal on behalf of the corporation, was then _____ of
Title
said corporation; that said Bid Proposal is within the scope of its corporate powers and was
duly signed for and on behalf of said corporation by authority of its governing body, as
evidenced by the attached true and correct copy of the _____
Name of Corporate Document

By: _____
Name: _____
Title: Secretary
Date: _____

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SAMPLE SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and [Sub-grantee Name], [Legal Identity] (Sub-grantee) as follows:

1. **CONTRACT DOCUMENTS.** The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: [Title] (Request for Proposals No. [Number]) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. **PRICE.** Compensation for services is payable from and limited to the RLF income generated through granting and collecting loans. Sub-grantee will retain its compensation from the RLF income strictly as permitted under the Program Requirements for administration expenses. Income generated under the RLF may include, to the extent permitted under Program Requirements, loan packaging, fee income, interest income, and loan servicing income. City will not compensate sub-grantee for services in any other manner. City will not pay any additional compensation to Sub-grantee, and will not reimburse it for any administrative, marketing, or other costs associated with its services. Subject to the limitations above, any compensation for administration expenses will be limited to the following fees at the following rates:

- | | | |
|-------|-----------------------|-----------------------|
| (i) | Application Fees | \$ [Amount] |
| (ii) | Packaging Fees* | \$ [Amount] |
| (iii) | Loan Origination Fees | \$ [Amount] |
| (iv) | Servicing Fees | \$ [Amount] |
| (v) | Other Fees** | Describe: \$ [Amount] |

*The application fee [is/is not] in addition to packaging fees.

**Any public filing fees will be at the then current rate.

Interest rates and maximum loan fees are charged to the borrower and established by the current Administrative Plan.

3. **INDEMNIFICATION.** To the furthest extent allowed by law, SUB-GRANTEE shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, SUB-GRANTEE or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUB-GRANTEE'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If SUB-GRANTEE should subcontract all or any portion of the work to be performed under this Agreement, SUB-GRANTEE shall require each subcontractor to

indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

[Signatures follow on the next page.]

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IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Sub-grantee's, and this Contract shall be binding and effective upon execution by both parties.

<p>CITY OF FRESNO, A California municipal corporation</p> <p>By: _____ [Name], [Title/Dept.]</p> <p>APPROVED AS TO FORM:</p> <p>City Attorney</p> <p>By: _____ [Name] Date Senior Deputy City Attorney</p> <p>ATTEST: TODD STERMER, CMC City Clerk</p> <p>By: _____ Deputy Date</p>	<p>[SUB-GRANTEE], [Legal Identity]</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____ (If corporation or LLC., Board Chair, Pres. or Vice Pres.)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____ (If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)</p> <p>REVIEWED BY: _____</p>
<p>Addresses: CITY: City of Fresno Attention: [Name] [Title] [Street Address] Fresno, CA [Zip] Telephone: (559) [#] E-Mail: [E-Mail address]</p>	<p>SUB-GRANTEE: [Sub-grantee Name] Attention: [Name] [Title] [Street Address] [City, State Zip] Telephone: [area code and #] E-Mail: [E-Mail address]</p>

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III – GENERAL CONDITIONS

III. GENERAL CONDITIONS

1. **DEFINITIONS:** Wherever used in the Specifications, including the Instructions to Proposers, the proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) "City" and "City of Fresno" shall each mean the City of Fresno, CA, unless otherwise indicated.
- (b) "City Manager" shall mean the City Manager of the City of Fresno.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Proposers, the proposal and any addenda thereto, the Contract and all City of Fresno specifications, and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) "Sub-grantee" shall mean each person or entity awarded a Contract hereunder and named or to be named in the Contract with the City of Fresno to furnish the goods or services, or both, to be furnished under the Contract.
- (e) "Council" and "City Council" shall each mean the Council of the City of Fresno.
- (f) "Proposer" shall mean each person or entity submitting a proposal, whether or not such person or entity shall become a Sub-grantee by virtue of award of a Contract by the City.
- (g) "Purchasing Manager" shall mean the Purchasing Manager of the City of Fresno.
- (h) "Specifications" shall mean the Contract Documents.

2. **DELIVERY OF SERVICES:** If Sub-grantee is delayed providing services by (i) any acts or omissions of City or its employees, or others acting under authority of City by contract or otherwise, (ii) acts of God which Sub-grantee could not reasonably have foreseen and provided for, (iii) illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, or (iv) any illegal general lockouts or other defensive action by employers, whether general or by organizations of employers; Sub-grantee shall have no claim for damages against City for any such cause of delay, but shall be entitled to an extension of time as will reasonably compensate Sub-grantee for actual loss of time occasioned thereby. Sub-grantee may apply to the City Manager for such extension. However, no such extension of time shall be granted unless Sub-grantee shall have notified the Purchasing Manager, in writing, within one week after the commencement or occurrence of the condition or event which is expected to cause a delay in delivery, of such condition or event and the actual or estimated number of days of delay anticipated on account thereof. The decision of the City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, will be given in writing to Sub-grantee.

3. **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Sub-grantee. In the event

of such termination, the Sub-grantee shall be paid for satisfactory service performed to the date of termination.

4. TERMINATION FOR CAUSE:

a. If the Sub-grantee shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract, the City Manager of the City of Fresno or designee, acting for and on behalf of the City, may at any time after the expiration of the time for cure, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or service to be furnished which have not been delivered or accepted prior to such termination.

b. The City may terminate this Contract if the Sub-grantee materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within fifteen (15) days after written notice by the City specifically describing the breach.

c. Such termination shall be effective upon receipt by Sub-grantee of written notice of termination from said City Manager or designee, which notice shall be deemed to have been received by Sub-grantee, if mailed by certified mail, within forty-eight hours to Sub-grantee's address as contained in the proposal to the City or, if personally delivered, upon the delivery thereof to Sub-grantee, the authorized representative of Sub-grantee, or to the Sub-grantee's said address.

5. CONTRACT DOCUMENTS: Upon award of the Contract, the Sub-grantee shall execute and submit all required documents to the Purchasing Manager, 2101 G Street, Bldg. A, Fresno, California 93706, in a form acceptable to the City of Fresno within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the proposal deposit and initiate a City departmental recommendation for City to award the Contract to another Proposer.

6. INSURANCE REQUIREMENTS.

(a) Throughout the life of this Agreement, Sub-grantee shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, Sub-grantee or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Sub-grantee shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required

insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Sub-grantee of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Sub-grantee shall not be deemed to release or diminish the liability of Sub-grantee, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Sub-grantee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Sub-grantee, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to SUB-GRANTEE'S profession.

MINIMUM LIMITS OF INSURANCE

SUB-GRANTEE, or any party the SUB-GRANTEE subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY (Errors and Omissions):**
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event SUB-GRANTEE purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SUB-GRANTEE shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SUB-GRANTEE shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. SUB-GRANTEE shall establish additional insured status for the City under the General Liability policy for all operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85, CG 20 10 04 13 or CG 20 26 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. SUB-GRANTEE'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of SUB-GRANTEE'S insurance and shall not contribute with it. SUB-GRANTEE shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non contributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. All policies of insurance shall contain, or be endorsed to contain, the following provision: SUB-GRANTEE and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.
5. All policies of insurance required herein shall be endorsed to provide that the coverage

shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. SUB-GRANTEE is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SUB-GRANTEE shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SUB-GRANTEE shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

6. Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

7. The fact that insurance is obtained by SUB-GRANTEE shall not be deemed to release or diminish the liability of SUB-GRANTEE, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUB-GRANTEE. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUB-GRANTEE, its principals, officers, agents, employees, persons under the supervision of SUB-GRANTEE, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

CLAIMS-MADE POLICIES

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SUB-GRANTEE.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SUB-GRANTEE, SUB-GRANTEE must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

VERIFICATION OF COVERAGE

SUB-GRANTEE shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, SUB-GRANTEE shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS

If SUB-GRANTEE subcontracts any or all of the services to be performed under this Agreement, SUB-GRANTEE shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no side agreement is required, SUB-GRANTEE shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and SUB-GRANTEE shall ensure that CITY, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with SUB-GRANTEE, and CITY, prior to commencement of any work by the subcontractor.

7. PERFORMANCE BOND: Throughout the life of this Contract, the Sub-grantee shall pay for and maintain in full force and effect a Faithful Performance Bond from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California, in the amount of **\$1,600,000**. IF APPLICABLE this bond is to be renewed annually.

8. PRECEDENCE OF CONTRACT DOCUMENTS: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Scope of Work.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order precedence.

9. FEDERAL IMMIGRATION REFORM AND CONTROL ACT OF 1986: As a material part of any contract for a City of Fresno project, every Sub-grantee who has employees who will work on a City of Fresno project, is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (P.L. 99-603, 100 Stat. 3359). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Sub-grantee will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Fresno project.

10. WORKMANSHIP GUARANTY: The workmanship of the services to be performed for the City by the Sub-grantee will be in accord with the Specifications, and where not specified, in accord with generally accepted standards.

11. ALTERATION OF TERMS: No alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by both parties.

12. CONTRACT CHANGES: No changes or modifications to the Contract shall be made unless agreed to and signed by both parties. No prior, current or post award verbal agreement or agreements with any officer, agent or employee of the City shall affect or modify any terms or obligations of these Specifications or any Contract resulting from this procurement.

13. AMENDMENTS: The City of Fresno reserves the right to add, modify, or delete items from the Contract including Special Conditions or Scope of Work. Any changes shall be made only by means of a formal amendment signed by both the City and Sub-grantee.

14. ASSIGNMENT: The Contract is personal to the Sub-grantee and there shall be no assignment, transfer, sale, or subcontracting by the Sub-grantee of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale, or subcontracting by the Sub-grantee, its successors, or assigns, shall be null and void unless approved in writing by the City.

15. TERMINATION BY CITY FOR NON-APPROPRIATION: In the event of non-appropriation relating to the Contract, City shall have the right to terminate the Contract at the end of any fiscal year of City, in the manner and subject to the terms specified in this paragraph. City shall endeavor to give written notice of such termination not less than sixty (60) days prior to the end of such fiscal year and shall notify Sub-grantee of any anticipated termination. For purposes of this paragraph, "fiscal year" shall mean the twelve-month fiscal period of City which commences on July 1 in every year and ends on the following June 30. For purposes of this paragraph, "non-appropriation" shall mean the failure of the City or City's governing body to appropriate money for any fiscal year of City sufficient for the continued performance of the Contract by City.

16. INDEPENDENT CONTRACTOR: In the furnishing of the services provided for herein, the Sub-grantee is acting as an independent contractor. Neither the Sub-grantee, nor any of its officers, associates, agents or employees shall be deemed an employee, joint venturer, partner, or agent of the City for any purpose. However, the City shall retain the right to verify that the Sub-grantee is performing its respective obligations in accordance with the terms of the Contract.

Because of its status as an independent contractor, Sub-grantee and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. Sub-grantee shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Sub-grantee shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Sub-grantee's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Sub-grantee may be providing services to others unrelated to City or to this Agreement.

17. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties thereunder shall be Fresno County, California.

18. COMPLIANCE WITH LAW: In providing the services required under the Contract, Sub-grantee shall at all times comply with all applicable laws of the United States, the State of California and the City of Fresno, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of the Contract.

19. SEVERABILITY: The provisions of the Contract are severable. The invalidity, or unenforceability of any one provision in the Contract shall not affect the other provisions.

20. INTERPRETATION: The Sub-grantee acknowledges that the Contract in its final form is the result of the combined efforts of the parties and that, should any provision of the Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing the Contract in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

21. ATTORNEY'S FEES: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

22. EXHIBITS: Each exhibit and attachment referenced in the Contract is, by the reference, incorporated into and made a part of the Contract.

23. MAINTENANCE OF RECORDS: Records of Sub-grantee pertaining to the services hereunder shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of the Contract and for a period of three years after final payment and for the period of time required by law. In addition, all books, documents, papers, and records of Sub-grantee pertaining to the Contract shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This section shall survive expiration or termination of the Contract.

24. RECYCLING: In the event Sub-grantee maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Sub-grantee at its sole cost and expense shall:

(a) After award, immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(b) Immediately contact the Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

25. NOTICES: Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Proposal in the case of the Sub-grantee and at the address in the Special Conditions for mailing of invoices in the case of City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

26. BINDING: Subject to Section 15 of these General Conditions, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

27. WAIVER: The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

28. CUMULATIVE REMEDIES: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

29. NO THIRD PARTY BENEFICIARIES: The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

30. EXTENT OF AGREEMENT: Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be modified only by written instrument duly authorized and executed by both City and Sub-grantee.

31. HEADINGS: The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

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IV – SPECIAL CONDITIONS

IV. SPECIAL CONDITIONS

Notice to Proceed

The Sub-grantee shall not commence any work, nor shall it enter the premises until it has received a written Notice to Proceed from the Purchasing Manager.

Changes to Contract Documents

No changes or modifications to the Contract shall be made unless agreed to and signed by both the Sub-grantee and the Purchasing Manager. No prior, current, or post award verbal agreement or agreements with any officer, agent, or employee of the City shall affect or modify any terms or obligations of the Specifications or any Contract resulting from this procurement.

Compensation Escalation Due to Change in Minimum Wage

In the event the Sub-grantee is required by a collective bargaining labor agreement or by the Federal Government increases the minimum wage then the contract rates as defined in this proposal shall be subject to negotiation between the Sub-grantee and the City of Fresno. In the event that negotiated changes in contract rates cannot be agreed upon by the City of Fresno and the Sub-grantee, then the Contract may be terminated by either party in accordance with the General Conditions of This Contract. If the Sub-grantee and the City of Fresno agree to a negotiated change in contract rates as defined in this proposal, the Sub-grantee shall increase the minimum hourly wages and salaries paid to its employees performing services under this Contract in accordance with new negotiated wages and salaries.

*Note: The Minimum wage rate in California is currently at \$16.00 an hour for all employers, effective January 1, 2024. Proposers should consider wage rates, when completing their proposal. (IF APPLICABLE)

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V – SCOPE OF WORK

V. SCOPE OF WORK

Sub-grantee shall perform the following services:

1. Administer the City of Fresno Revolving Loan Fund (“RLF”) in compliance with the EDA Revolving Loan Fund Financial Assistance Award Standard Terms & Conditions, dated March 14, 2018 for the “LEGACY” RLF and April 30, 2019 for the “CARES” RLF (collectively the “Terms and Conditions”); the Code of Federal Regulations (13 CFR Chapter III & 2 CFR Part 200); the City of Fresno RLF Administrative Plan (Plan), approved on October 10, 2019. The foregoing, along with the City’s 1980 Economic Adjustment Assistance Grant Award (“Grant”) from the U.S. Department of Commerce – Economic Development Administration (“EDA”) and the CARES Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency Award “Specific Award Conditions” shall collectively be referred to herein as the “Program Requirements.” Copies of each attached.
2. Service new loans and the existing portfolio of loans under the RLF program. This includes, but is not limited to, processing, tracking, collecting, and accounting for payments; releasing collateral and satisfying liens when the loans are paid off; and pursuing appropriate collection efforts.
3. Marketing the loan program. This will be done independently, and in collaboration with economic development organizations, including the City of Fresno.
4. Assisting potential borrowers, providing technical assistance, providing appropriate referrals to other economic development organizations, accepting loan applications, underwriting the request in accordance with the Plan, and in accordance with federal and State of California laws and regulations (“Laws & Regs”).
5. Approving loans, conditionally approving loans, or declining loans, as appropriate, in accordance with the Plan, Laws & Regs (including, without limitation, “Prudent Lending Practices” as defined in 13 C.F.R. § 307.8), and generally accepted underwriting principles.
6. Prepare loan documents, perfect all liens, close all loans, and disburse funds.
7. Maintain all documents and records in a safe and secure facility.
8. Prepare required reports, correctly, and within required time limits. Currently, this includes annual reports for the “LEGACY” RLF (due by August 15th of each year) and semi-annual reports for the “CARES” RLF (due by January 30th and August 15th of each year). Reports include Financial status and Federal Cash Transactions Reports.. This also includes all financial and audit reports required pursuant to 13 C.F.R. § 307.14 and by the EDA. Please note that the number of reports required per year can change per EDA and City requirements.
9. Work cooperatively with the City to develop any modifications to the Plan if they become necessary due to changes in laws, regulations, changes dictated by the EDA, or changes that will make administration of the program more effective.

This shall also include making recommendations to City, and responding to questions from City, about the program and for the purpose of making administration of the program more effective.

10. Operate the RLF in accordance with generally accepted accounting principles.
11. Provide City with the following written certification (dated and signed under penalty of perjury under the laws of the State of California) prior to conducting loan activities and disbursement of any RLF funds:
 - [Sub-grantee's Name] certifies that standard RLF loan documents reasonably necessary for lending are in place and these documents have been reviewed by our legal counsel for adequacy and compliance with the EDA Revolving Loan Fund Financial Assistance Award Standard Terms & Conditions, dated March 14, 2018 and April 30, 2019, and applicable State and local laws.
12. Submit a completed Form SF-LLL, "*Disclosure of Lobbying Activities*" in accordance with the Terms and Conditions and 31 U.S.C. § 1352, including implementing regulations found at 15 C.F.R. part 28, "*New Restrictions on Lobbying*."
13. Submit a completed Form CD-512, "*Certifications Regarding Debarment, suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions and Lobbying*" in accordance with the Terms and Conditions.
14. To the extent consistent with the geographic eligibility requirements in the Program Requirements, Sub-grantee will administer the RLF Grant to serve businesses within the incorporated limits of the City, as defined and amended by City and approved by the EDA.
15. Sub-grantee will include, as part of its loan review process, the City's threshold loan eligibility requirements, as the City may revise the requirements from time to time, with notice to sub-grantee. Currently, the City's threshold requirements include the creation and retention of jobs and reasonable likelihood of business success.
16. Sub-grantee will evaluate each loan application to decide whether the proposed borrower and proposed loan are eligible under the Program Requirements.
17. Sub-grantee will set up, to the extent practicable and to the extent within the Program Requirements, a loan application process that includes, without limitation, each of the following:
 - A Sub-grantee loan officer will meet with each loan applicant (proposed borrower) and explain the RLF and Sub-grantee's role in helping the applicant.
 - If the applicant and the loan proposal generally meet the City's threshold eligibility requirements and the loan criteria that Sub-grantee establishes, Sub-grantee will give the applicant an information checklist. The checklist will outline the format and the order in which the applicant must assemble information for the loan application, and

will contain the specific Program Requirements governing grant and administration of the proposed RLF loan.

- Sub-grantee's lending practices and procedures will incorporate commercial underwriting standards, consistent with lending practices generally accepted as prudent for public loan programs, and as outlined in the RLF Plan Guidelines. Loan documentation, terms, and conditions will comply with the Program Requirements.
- A Sub-grantee staff loan committee will prepare the loan write-up and present it to the Sub-grantee Loan Committee or Board of Directors ("Board") only when it is prepared to recommend approval. Staff presentations to the Loan Committee or Board will include each of the following:
 - Summary of Loan
 - Details of Loan Request
 - Analysis of the Business
 - Market Analysis
 - Financial Analysis
 - Proforma Statements
 - Management Assessment
 - Recommendation

Loans that are approved by the "Board" will be submitted to the City of Fresno for final approval.

18. Sub-grantee will set up, to the extent practicable and to the extent consistent with the Program Requirements, the following procedures to monitor loans it grants under the RLF:
 - Sub-grantee will require borrowers to provide periodic financial statements, prepared in-house by the borrower, and will require the borrower to provide CPA-prepared financial statements and tax returns at least annually to Sub-grantee.
 - Sub-grantee will review, at least annually, each borrower's business operations to decide whether the borrower is complying with the loan agreements. This review will include, without limitation, borrower's compliance with working capital and inventory levels, draws from business operations and capital, turnover, and liquidity ratios, and borrower's maintenance of required documents, such as life and "all risk" insurance policies/binders, assignment of rents, landlord waivers, and such. Sub-grantee will maintain a computer calendaring and tracking system to help in carrying out this obligation. Sub-grantee will follow up compliance requirements, as needed, with each borrower by telephone and confirming letters. If Sub-grantee identifies compliance problems, and after notice to the borrower, the borrower does not cure the compliance problem, Sub-grantee will request a special meeting with the borrower (generally at Sub-grantee offices).

- In the event Sub-grantee is making loans to a borrower under both the RLF and another program, copies of all application documents including, without limitation, loan applications and financial statements, shall be included in the RLF file. Copies of all updated financial statements prepared during the servicing period shall also be included in the RLF file.

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Sub-grantee will maintain all RLF Grant funds and all repayments of loan principal in segregated RLF accounts. As borrowers repay loans, Sub-grantee will deposit the repaid principal and RLF income into the segregated account as part of the revolving borrowing base to make additional loans, all as set forth in the Program Requirements.

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VI – FEDERAL CONDITIONS

VI. FEDERAL CONDITIONS

The City of Fresno Revolving Loan Fund (“RLF”) must be administered in compliance with the EDA Revolving Loan Fund Financial Assistance Award Standard Terms & Conditions, dated March 14, 2018 for the “LEGACY” RLF and April 30, 2019 for the “CARES” RLF (collectively the “Terms and Conditions”); the Code of Federal Regulations; and the City of Fresno RLF Administrative Plan (Plan), approved on October 10, 2019. The foregoing, along with the City’s 1980 Economic Adjustment Assistance Grant Award (“Grant”) from the U.S. Department of Commerce – Economic Development Administration (“EDA”) and the CARES Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency Award “Specific Award Conditions” shall collectively be referred to herein as the “Program Requirements.” Copies of each attached.

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