



REQUEST FOR PROPOSALS
FOR
ARPA Façade Grant Program

PROPOSAL NUMBER: 12300927
PROPOSAL SUBMISSION DEADLINE: (Prior to 3:00 p.m. on **10/25/2022**)
PROPOSAL CONTACT: James E. Jackson
PURCHASING UNIT
Email: James.Jackson2@fresno.gov
Phone: (559) 621-1165 OR 621-1332
Fax: (559) 457-1309

CITY OF FRESNO
 PROPOSAL SPECIFICATIONS
 REQUEST FOR PROPOSALS
ARPA Façade Grant Program

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NOTICE INVITING PROPOSALS

Sealed or electronic Proposals will be received by the office of the Purchasing Manager of the City of Fresno, all in accordance with the Specifications for:

ARPA FAÇADE GRANT PROGRAM REQUEST FOR PROPOSALS NO. 12300927

The City of Fresno is soliciting proposals from local community-based organizations to provide façade grants to local small businesses. A total of \$1,500,000.00 is available and may be awarded to one or multiple proposers.

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>, *Doing Business* (at the top of the screen), *Bid Opportunities*.

Proposals may be submitted electronically via Planet Bids or by paper only.

Proposals are to be submitted at the Office of the Purchasing Manager of the City of Fresno, 2600 Fresno, Street, Room 2156, Fresno, CA 93721 or electronically using Planet Bids prior to the opening at 3 p.m. on Tuesday, October 25, 2022, 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.

All proposals must be made on the proposal forms provided by the Purchasing Manager.

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.

A proposal conference will be held via zoom at **4:00 PM.** on **October 14, 2022.** Join the meeting by going to <https://zoom.us/j/2574999703> or call (669) 900-9128, meeting ID 257 499 9703. Prospective Proposers are encouraged to attend since City Staff will be present to answer any questions regarding the Specifications.

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 Senior Procurement Specialist listed on the cover at 559-621-1332 or james.jackson2@fresno.gov.

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

**INSTRUCTIONS TO PROPOSERS
ARPA FAÇADE GRANT PROGRAM**

REQUEST FOR PROPOSALS NO. 12300927

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 Unit 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 \$50,000, 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 Payment Initiative -Electronic Payment

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.

ADA

8. 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

9. 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. Proposals, excluding confidential information, will be available for review after posting of staff recommendation.

Selection Process and Evaluation Criteria

10. 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 proposal form.
- b. **Ability** to meet the stated service requirements.
- c. **Past Performance and Experience** based on References and experience shown on "Statement of Qualifications and Experience."
- d. **Conformance** to the terms and conditions of the RFP.
- e. **Financial Stability** based on information provided in the Statement of Qualifications.
- f. **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(s) who is (are) 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.

11. 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.

12. 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.

13. The City reserves the right to make the selection of a Proposer(s) 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(s) to perform the services set forth herein.

Time to Award

14. The Proposer agree 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

15. Upon award of the contract, the proposer shall submit the required contract documents in a form acceptable to the Purchasing Unit 2600 Fresno ST. Room 2156 – Fresno, CA 93721 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 forfeit the proposal and initiate a City department recommendation for City to award the Contract to the next proposer offering the next best value to the City.

Questions, Clarifications, and Concerns

16. The Specifications describing this project have been carefully prepared. Any questions or concerns relating to these Specifications shall be directed in writing to the designated Procurement Specialist of the Purchasing Unit (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 designated Procurement Specialist of the Purchasing Unit, 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

17. 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

18. 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>. Under Government, "City Clerk" - Fresno Municipal Code- Or view the Fresno Municipal Code directly at https://library.municode.com/ca/fresno/codes/code_of_ordinances?nodeId=MUCOFR_CH4CIPUCOS_A_ART6RECOELOFPRPR

Notification of Staff Determination

19. 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>, reference link "*Departments*" (at the top of screen), "*Finance*," "*Purchasing*," 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.

Debarment

20. 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

21. 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.

II - PROPOSAL AND CONTRACT DOCUMENTS

Proposer's Name _____

CHECK LIST

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If 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. **COST PROPOSAL** (p.11) (complete attached form)
3. **STATEMENT OF QUALIFICATIONS AND EXPERIENCE**
4. **CITY FORMS** (pp. 20-23) (complete/return attached forms)
STATEMENT INDICATING ACCEPTANCE OF INDEMNIFICATION AND
INSURANCE REQUIREMENTS
NON-COLLUSION DECLARATION
ADDENDA, BUSINESS LOCATION AND BUSINESS LICENSE
5. Signature page of all **ADDENDA** issued, Addendum No. (Enter numbers, if applicable).
6. Applicable Not Applicable

AUDITED FINANCIAL STATEMENTS for the last two available years, including balance sheet and income statement. If Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner and the joint venture thereof. If to be treated as "Confidential" provide in a separate envelope with the proposal.

7. **REFERENCES** (p. 19)
8. **PROPOSER QUESTIONNAIRE** (pp. 12-13) (complete attached form)
9. **PROPOSAL NARRATIVE** (pp. 14) (complete attached form)
10. **RISK ASSESSMENT QUESTIONNAIRE** (pp. 15-18) (complete attached forms)
11. **SIGNATURE PAGES** (pp. 25-26), including (for corporations) Notary Acknowledgment in corporate form, certification by secretary and board resolution or other document to authorize individual who signs proposal.
12. **ACH AUTHORIZATION AGREEMENT** (p.24) Signature page of ACH payment.

Proposer's Name _____

**COST PROPOSAL
ARPA FAÇADE GRANT PROGRAM
REQUEST FOR PROPOSALS NO. 12300927**

INTRODUCTION

TO THE PURCHASING MANAGER, CITY OF FRESNO

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:

SERVICES DESCRIPTION

The City of Fresno has a total of \$1,500,000.00 in ARPA funds to develop, market, administer and fund all aspects of a cash grant reimbursement program/programs that provides for funding of exterior façade improvements (as visible from a public street) of existing buildings to qualified commercial businesses that operate in the City of Fresno and whose business has been disproportionately impacted by the COVID 19 Pandemic (per ARPA Guidelines). Grant amounts shall be up to \$25,000 for single storefront properties and up to \$50,000 for properties with multiple storefronts. No new construction shall be funded.

We pledge to provide the following services *(please include a summary of all funding you require to facilitate the program, as well as grant funding to be disbursed to businesses as described in the "Proposal Narrative" – page 14)*

SERVICE/DESCRIPTION	TIMELINE	BUDGET/PERCENTAGE

The Total Amount of Proposal is _____ Dollars
and _____ Cents.

The above amount shall include any and all applicable taxes. Up to 10 percent of the proposal amount may be applied to grant management and administration costs.

The City will pay for only those items which were actually delivered or received during the term of the Contract.

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

(Submit with Proposal.)

Proposer's Name: _____

PROPOSER QUALIFICATION QUESTIONNAIRE

FOR REQUEST FOR PROPOSALS FOR:
ARPA FAÇADE GRANT PROGRAM
REQUEST FOR PROPOSALS NO. 12300927

TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO

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 name 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:

(Submit with Proposal.)

Proposer's Name _____

PROPOSER QUALIFICATION QUESTIONNAIRE (Continued)

FOR REQUEST FOR PROPOSALS FOR:
ARPA FAÇADE GRANT PROGRAM
REQUEST FOR PROPOSALS NO. 12300927

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. Organization chart attached?

Yes or No

9. Does the proposer currently possess sufficient resources to meet the initial requirements (See Estimated Quantities for each _____, pgs. _____ for this contract?)

Yes or No

If "Yes", describe the inventory and if "No", describe how you will meet the initial requirements:

10. Describe how you will meet the requirements to administer all aspects of this grant program.

Reference: Section V - Scope of Work

11. Outline your support services including establishing direct lines of communication with City technical staff. Reference: Section V – Scope of Work:

Proposer's Name _____

PROPOSAL NARRATIVE

FOR REQUEST FOR PROPOSALS FOR: **ARPA FAÇADE GRANT PROGRAM** REQUEST FOR PROPOSALS NO. 12300927

Each proposal must include the following sections, answering the questions identified below at a minimum. Please expand on the items outlined in the cost proposal (page 11) and include additional information about your proposed program in the applicable categories. For additional information regarding the program requirements, please see Section V – Scope of Work.

Section 1: Program Description

- Describe the components of your organization's proposed program outlining each phase from marketing/outreach to grant closeout and reporting back to City Staff.
- Include information on the workflow each grant applicant will pass through from application to approval/denial and fund disbursement.
- Do you plan on sub-granting any portion of your program to other organizations? If so, please name each organization, any prior experience they have related to this program and the process by which you will select them and oversee their work.

Section 2: Marketing

- Describe your targeted population for marketing and outreach and how they qualify as a disproportionately impacted business per the U.S. Department of Treasury's designation as outlined in the Assistance to Small Business of the State and Local Fiscal Recovery Funds (SLFRF) Final Rule (<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>) See also SLRF Final Rule Overview (<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>). *Please note that special consideration may be given to those who target qualified areas within the downtown, Chinatown and Transit Oriented Development (TOD) Corridor areas of Fresno*
- Describe your organization's experience and expertise in working with this population.
- Describe how you will market the program to ensure that this targeted population has access to this information.

Section 3: Timeline

- Provide information on timeline for the program, from marketing to final reporting to City Staff.
- Identify strategies your organization will use to ensure that funding is granted in a timely manner.

Section 4: Metrics and Reporting

- Identify how you will determine that a business is qualified to participate and receive funding.
- Identify how funding will be distributed in the event that enough funding isn't available for all qualified applicants.
- Describe how your organization will track the applications, qualifying documentation and funding.
- Describe how you will report back to City Staff.

SUBRECIPIENT PRE-AWARD RISK ASSESSMENT QUESTIONNAIRE

This questionnaire is used to help assess the level of risk of a potential subrecipient and may dictate the monitoring plan for a subrecipient. This questionnaire must be completed prior to entering a subaward agreement. The City of Fresno may follow up with the potential subrecipient regarding the responses to this questionnaire.

Subrecipient Contact Information			
Full Legal Organization/Business Name:			
Address:			
City, State, Zip:			
Telephone number:			
E-mail address:			
Website:			
How long has your organization been in business?			
Number of employees:			
DUNS number:			
Do you have an active registration with SAM.gov?		Yes	No
EIN (Employee ID Number):			
Organization fiscal year range:			
Subrecipient Type of Organization (select one):			
<input type="checkbox"/> Government	<input type="checkbox"/> Nonprofit corporation	<input type="checkbox"/> Other corporation	<input type="checkbox"/> Individual
Subrecipient Organization Classification (select all that apply):			
<input type="checkbox"/> Woman-Owned Business	<input type="checkbox"/> Small Business		
<input type="checkbox"/> Minority Institution/Owned	<input type="checkbox"/> Tribal		
<input type="checkbox"/> Veteran Owned	<input type="checkbox"/> Other:		
Subrecipient Personnel Contact Information			
Contact for Subaward			
Name:			
Title:			
Telephone Number:			
E-mail Address:			
Attachments: Please attach the following or check N/A if not applicable.			
	<u>Document</u>	<u>Attached</u>	<u>N/A</u>

a.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	<input type="checkbox"/>	<input type="checkbox"/>
b.	Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments	<input type="checkbox"/>	<input type="checkbox"/>
c.	Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)	<input type="checkbox"/>	<input type="checkbox"/>
d.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	<input type="checkbox"/>	<input type="checkbox"/>
e.	Federal indirect cost rate agreement	<input type="checkbox"/>	<input type="checkbox"/>
f.	List of all awards to Subrecipient from City of Fresno during the last two (2) years	<input type="checkbox"/>	<input type="checkbox"/>

1. Has your agency operated with or managed federal funds (has not done so within the past three years)?
 - Yes
 - No

2. Has your agency been required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year). If yes, provide an electronic copy of the most recent Single Audit.
 - Yes
 - No

3. Has your agency's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years.

- Yes
- No

4. If the answers to Questions 2 or 3 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs.

- Yes
- No
- Not Applicable

Explanation (if applicable):

5. Does your financial system:

a) Provide for the control and accountability of grant funds, property, and other assets?

- Yes
- No

b) Separately track revenue and expenditures for the grant funds?

- Yes
- No

6. Are all payments properly documented with evidence or receipt of goods or performance of services?

- Yes
- No

7. Are all bank accounts reconciled monthly?

- Yes
- No

8. Has your agency had any significant changes in key personnel within the past 12 months? (e.g., Controller, Exec. Director, Program Manager, Accounting Manager, etc.) If yes, please explain.

- Yes
- No

Explanation (if applicable):

9. Has your agency implemented new or substantially changed systems related to grant management or accounting systems within the past 12 months? If yes, please explain.

- Yes
- No

Explanation (if applicable):

10. Does your agency have policies that address the following?

- | | | |
|-----------------------------|------------------------------|-----------------------------|
| Ethics/Professional Conduct | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Pay Rates and Benefits | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Discrimination | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Purchasing/Procurement | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Property and Equipment | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Segregation of Duties | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Time and Effort Reporting | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Record Retention | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

11. Does your agency certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency?

- Yes
 No

By its authorized signatory below, your agency hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: _____

Printed Name: _____

Title: _____

Phone Number: _____

Date: _____

Proposer's Name _____

REFERENCES

**ARPA FAÇADE GRANT PROGRAM
REQUEST FOR PROPOSALS NO. 12300927**

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:

E-MAIL:

PHONE NUMBER:

FAX NUMBER:

LENGTH OF CONTRACT:

NUMBER OF YEARS:

TYPE OF SERVICE PROVIDED:

2. AGENCY/COMPANY NAME:

CONTACT PERSON:

E-MAIL:

PHONE NUMBER:

FAX NUMBER:

LENGTH OF CONTRACT:

NUMBER OF YEARS:

TYPE OF SERVICE PROVIDED:

3. AGENCY/COMPANY NAME:

ADDRESS:

CONTACT PERSON:

E-MAIL:

PHONE NUMBER:

FAX NUMBER:

LENGTH OF CONTRACT:

NUMBER OF YEARS:

TYPE OF SERVICE PROVIDED:

(Submit with Proposal)

Proposer's Name _____

STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION AND INSURANCE REQUIREMENTS

**FOR REQUEST FOR PROPOSALS FOR:
ARPA FAÇADE GRANT PROGRAM
REQUEST FOR PROPOSALS NO. 12300927**

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

Proposer's Name _____

**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.

Bidders 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 AND 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.

Proposer's Name _____ (Submit with Proposal)

BUSINESS LOCATION AND LICENSE

FOR REQUEST FOR PROPOSALS FOR:
ARPA FAÇADE GRANT PROGRAM
REQUEST FOR PROPOSALS NO. 12300927

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.

Initial: _____

**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 _____

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: _____

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: _____

**SAMPLE AGREEMENT FOR ADMINISTRATION OF
FUNDING UNDER THE AMERICAN RESCUE PLAN ACT FOR**

THIS AGREEMENT (AGREEMENT) is made and entered into effective upon execution by both parties (the Effective Date), by and between the CITY OF FRESNO (the CITY), and [_____] (ADMINISTRATOR).

RECITALS

WHEREAS, there is an increased need for _____; and

WHEREAS, the City desires to provide funds to assist ADMINISTRATOR in providing _____; and

WHEREAS, ADMINISTRATOR represents it desires to and is professionally and legally capable of immediately providing these services for City of Fresno residents; and

WHEREAS, ADMINISTRATOR acknowledges that grant funds being provided under this Agreement will be derived from the City's allocation under the American Rescue Plan Act (Pub.L. 117-2) (hereinafter ARPA), and is subject to any constraints set forth therein including but not limited to, the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Final Rule (31 CFR Part 35); and

WHEREAS, this Agreement will be administered for the City by its City Manager or its designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. ADMINISTRATOR shall perform to the satisfaction of the CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Compensation.

(a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of _____ (\$XXXX). Such fees include all expenses incurred by the Consultant in performance of such services.

(b) Detailed statements shall be rendered monthly and will be payable in the normal course of City business.

3. Term of Agreement and Time for Performance. This Agreement shall be effective from the Effective Date through _____, subject to earlier termination in accordance with this Agreement. The services as described in **Exhibit A** are to commence upon the Effective Date and shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

4. Amendment to Increase or Decrease Scope of Services: The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification may include an adjustment to ADMINISTRATOR's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party.

ADMINISTRATOR shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

5. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of the City or to ADMINISTRATOR upon the earlier of: (i) ADMINISTRATOR filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against ADMINISTRATOR; (ii) seven calendar days prior written notice with or without cause by the City to ADMINISTRATOR; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, ADMINISTRATOR shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of ADMINISTRATOR that are owned by the City. Subject to the terms of this Agreement, ADMINISTRATOR shall be paid compensation for services satisfactorily performed prior to the effective date of termination. ADMINISTRATOR shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of ADMINISTRATOR to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the ADMINISTRATOR, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.

(d) Upon any breach of this Agreement by the ADMINISTRATOR, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) ADMINISTRATOR shall provide the City with adequate written assurances of future performance, upon the Administrator's request, in the event ADMINISTRATOR fails to comply with any terms or conditions of this Agreement.

(f) ADMINISTRATOR shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of ADMINISTRATOR and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. ADMINISTRATOR shall notify the City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Administrator of the cessation of such occurrence.

6. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by

ADMINISTRATOR pursuant to this Agreement shall not be made available to any individual or organization by ADMINISTRATOR without the prior written approval of the City. During the term of this Agreement, and thereafter, ADMINISTRATOR shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term "Confidential Information" for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes, and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.

(b) Any and all writings and documents prepared or provided by ADMINISTRATOR pursuant to this Agreement, including without limitation grant applications and supporting documents, are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. Copies of grant applications and supporting documents shall be promptly provided to City during the term of this Agreement. ADMINISTRATOR shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If ADMINISTRATOR should subcontract all or any portion of the services to be performed under this Agreement, ADMINISTRATOR shall cause each subcontractor to also comply with the requirements of this Section 6.

(d) This Section 6 shall survive expiration or termination of this Agreement.

7. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as ADMINISTRATOR represents to the City that ADMINISTRATOR and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the ADMINISTRATOR and any subcontractors to do and perform such services in a skillful manner and the ADMINISTRATOR agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of ADMINISTRATOR or any subcontractors from said professional standards.

8. Indemnification.

To the furthest extent allowed by law, ADMINISTRATOR 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), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of ADMINISTRATOR, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If ADMINISTRATOR should subcontract all or any portion of the services to be performed under this Agreement, ADMINISTRATOR 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.

Notwithstanding the aforementioned, ADMINISTRATOR recognizes that the source of funds for the grant to be provided hereunder is the City's allocation from the ARPA. To this end ADMINISTRATOR shall, without limitation, indemnify the City, and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties,

forfeitures, costs and damages incurred by the City from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of ADMINISTRATOR or any of its officers, officials, employees, agents, or volunteers in the performance of this Agreement and compliance with ARPA.

This section shall survive termination or expiration of this Agreement.

9. Insurance. ADMINISTRATOR shall comply with all of the insurance requirements in **Exhibit B** to this Agreement.

10. Conflict of Interest and Non-Solicitation.

(a) Prior to the City's execution of this Agreement, ADMINISTRATOR shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, ADMINISTRATOR shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by ADMINISTRATOR in such statement.

(b) ADMINISTRATOR shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, ADMINISTRATOR shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, ADMINISTRATOR and the respective subcontractor(s) are in full compliance with all laws and regulations. ADMINISTRATOR shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, ADMINISTRATOR shall immediately notify the City of these facts in writing.

(c) In performing the work or services to be provided hereunder, ADMINISTRATOR shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) ADMINISTRATOR represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither ADMINISTRATOR, nor any of ADMINISTRATOR subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. ADMINISTRATOR and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, ADMINISTRATOR shall remain responsible for complying with Section 10(b), above.

(f) If ADMINISTRATOR should subcontract all or any portion of the work to

be performed or services to be provided under this Agreement, ADMINISTRATOR shall include the provisions of this Section 10 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 10 shall survive expiration or termination of this Agreement.

11. ARPA Compliance and Certification. ADMINISTRATOR shall submit only those expenditures which are eligible for payment and in compliance with the allowable expenditures, including the following eligibility requirements:

ADMINISTRATOR shall provide the City with quarterly expenditure and performance reports, as defined in the Final Rule and Treasury Department's SLFRF Compliance and Reporting Guidance (CRG). ADMINISTRATOR shall also provide an annual report as required under the CRG. These reports shall be in a form specified under the CRG and shall be accompanied by invoices and receipts that substantiate the figures on the expenditure report. Additionally, a certification signed by the Chief Executive or designee of ADMINISTRATOR certifying that the uses of the grant funds are consistent with those allowed under ARPA, shall be included with the expenditure report and substantiating documentation. As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, recipients must also report the names and total compensation of their five most highly compensated executives and their subrecipients' executives for the preceding completed fiscal year if (1) the recipient received 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public. If the ADMINISTRATOR is already disclosing this information as part of another agreement involving Federal monies, ADMINISTRATOR shall provide documentation to the City that it is fulfilling this requirement. ADMINISTRATOR's failure to provide a Certification or provide either the quarterly or annual expenditure/performance reports may be considered a default of this Agreement under Section 5 of this agreement. If ADMINISTRATOR is found to have provided services to ineligible individual, households, or entities or made an ineligible expenditure, CITY shall have the right to reclaim a dollar amount from the ADMINISTRATOR that is equal to the amount determined to be ineligible.

12. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the City Manager or designee.

(b) The City is required under 2 CFR 200.332 to manage and monitor subrecipient compliance with ARPA guidance. Accordingly, ADMINISTRATOR agrees to permit City staff to conduct one performance review during the term of this agreement. City has the right to conduct additional performance reviews both during the term of this agreement and after the agreement's term should the City believe these reviews are necessary. Records of ADMINISTRATOR expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. Records related to ADMINISTRATOR's performance metrics shall be made available and retained for the same time periods as the Project's expense data. ADMINISTRATOR shall furthermore

comply with all funding requirements as set forth in ARPA. If ADMINISTRATOR fails to provide City staff access or documentation necessary to conduct a City-requested performance review, City may terminate this Agreement in accordance with Section 5.

In addition, all books, documents, papers, and records of ADMINISTRATOR pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit, or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If ADMINISTRATOR should subcontract all or any portion of the services to be performed under this Agreement, ADMINISTRATOR shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 12(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by the City, ADMINISTRATOR shall have provided evidence to the City that ADMINISTRATOR is licensed to perform the services called for by this Agreement (or that no license is required). If ADMINISTRATOR should subcontract all or any portion of the work or services to be performed under this Agreement, ADMINISTRATOR shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

(d) Prior to execution of this Agreement by the City, ADMINISTRATOR will permit City staff to conduct a subrecipient risk assessment, as required under the Uniform Guidance (2 CFR 200.332(b)). Failure to allow City staff to conduct this subrecipient risk assessment may result in the City terminating this Agreement in accordance with Section 5. Additionally, the ADMINISTRATOR's failure to be certified by City staff at the end of the risk assessment as having adequate internal controls to manage the funding provided in this agreement may result in the City terminating this Agreement in accordance with Section 5.

13. Nondiscrimination. To the extent required by controlling federal, state, and local law, ADMINISTRATOR shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, ADMINISTRATOR agrees as follows:

(a) ADMINISTRATOR will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) ADMINISTRATOR will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. ADMINISTRATOR shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Such requirement shall apply to

ADMINISTRATOR's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTRATOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) ADMINISTRATOR will, in all solicitations or advertisements for employees placed by or on behalf of ADMINISTRATOR in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.

(d) ADMINISTRATOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the ADMINISTRATOR's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If ADMINISTRATOR should subcontract all or any portion of the services to be performed under this Agreement, ADMINISTRATOR shall cause each subcontractor to also comply with the requirements of this Section 13.

14. Independent Contractor.

(a) In the furnishing of the services provided for herein, ADMINISTRATOR is acting solely as an independent contractor. Neither ADMINISTRATOR, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which ADMINISTRATOR shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that ADMINISTRATOR is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between ADMINISTRATOR and the City. ADMINISTRATOR shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, ADMINISTRATOR shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, ADMINISTRATOR and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. ADMINISTRATOR 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, ADMINISTRATOR shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of ADMINISTRATOR'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 the City's employment benefits, entitlements, programs and/or funds offered employees of the 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, ADMINISTRATOR may be providing services to others unrelated to the City or to this Agreement.

15. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, 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 this Agreement 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.

16. Binding. Once this Agreement 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.

17. Assignment.

(a) This Agreement is personal to ADMINISTRATOR and there shall be no assignment by ADMINISTRATOR of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by ADMINISTRATOR, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

(b) ADMINISTRATOR hereby agrees not to assign the payment of any monies due ADMINISTRATOR from the City under the terms of this Agreement to any other individual(s), corporation(s), or entity(ies). The City retains the right to pay any and all monies due the ADMINISTRATOR directly to the ADMINISTRATOR.

18. Compliance With Law. In providing the services required under this Agreement, ADMINISTRATOR shall at all times comply with all applicable laws of the United States, including but not limited to, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the State of California and the City, and all other 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 this Agreement. In addition, GRANTOR elects to receive funds from the Secretary under ARPA and will use the funds in a manner consistent with such section.

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

20. Governing Law and Venue. This Agreement 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 this Agreement and any rights and duties hereunder shall be Fresno County, California.

21. Headings. The section headings in this Agreement 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 Agreement.

22. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

23. Interpretation. The parties acknowledge that this Agreement in its final form is

the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

24. 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 this Agreement, 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.

25. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

26. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

27. 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.

28. 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.

29. 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 Contractor.

30. 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.

31. No Third-Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

32. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement 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 Agreement may be modified only by written instrument duly authorized and executed by both the City and ADMINISTRATOR.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

[insert name of ADMINISTRATOR],
a California nonprofit corporation

By: _____
Georgeanne A. White Date
City Manager, City of Fresno

By: _____

Name: _____

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____
Angela M. Karst Date
Deputy City Attorney

By: _____

Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

Title: _____
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

By: _____
 Date
Deputy

Addresses:
CITY:
City of Fresno
Attention: Georgeanne A. White
City Manager
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-7000
FAX: (559) 621-7990

[insert name of ADMINISTRATOR]
Attention:

Fresno, CA _____
Phone: (559) _____

- Attachments:
1. Exhibit A - Scope of Work, Budget and Metrics
 2. Exhibit B - Insurance Requirements
 3. Exhibit C - Conflict of Interest Disclosure Form

EXHIBIT A SCOPE OF WORK, BUDGET AND METRICS

The City of Fresno is issuing this Request for Proposals for administration of its “ARPA Façade Grant Program”.

This program will provide a total of \$1,500,000 in ARPA funds to develop, market, administer and fund all aspects of a cash grant reimbursement program that provides funding for exterior façade improvements (as visible from a public street) of existing buildings to qualified commercial businesses that operate in the City of Fresno and whose small business has been disproportionately impacted by the COVID 19 Pandemic per the U.S. Department of Treasury’s designation as outlined in the Assistance to Small Business Section in the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>) See also SLRF Final Rule Overview (<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>). Please note that special consideration may be given to those who target qualified areas within the downtown, Chinatown and Transit Oriented Development (TOD) Corridor areas of Fresno

Grant amounts shall be up to \$25,000 for single storefront properties and up to \$50,000 for properties with multiple storefronts. No new construction shall be funded.

This funding and scope of work may be awarded to one or more administrators.

ARPA Façade Grant Program Specifications:

The maximum business grant award will be \$50,000 for existing properties with multiple storefronts and \$25,000 for properties with a single storefront. Only exterior façade renovations of existing businesses are eligible. All historic properties must comply with the Secretary of the Interior Standards for the Rehabilitation of Historic Structures and receive approval from the City of Fresno Historic Preservation Commission. All work must be done by a licensed contractor with a valid City of Fresno Business Tax Certificate.

Eligibility Requirements for the program shall include:

Physical Business Address – Business must be physically located and operating in the City of Fresno AND designated as “Disproportionately Impacted” by the COVID 19 Pandemic per the U.S. Department of Treasury’s designation as outlined in the Assistance to Small Business section of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>) See also SLRF Final Rule Overview (<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>) Please note that special consideration may be given to those who target qualified areas within the downtown, Chinatown and Transit Oriented Development (TOD) Corridor areas of Fresno.

- **Not a Chain** – Business must not be part of a larger or national chain operation.
- **Meet Small Business Criteria as Defined in 15 U.S.C. 632** – meaning the business is independently owned and operated and is not dominate in its field of operation.
- **Workforce** – Businesses must have 25 or fewer employees.
- **Business Tax Certificate** – Businesses must have a current City of Fresno Business Tax Certificate as of the date of their Façade Grant award.

Businesses that are owned (in whole or part) by City Staff, Councilmembers, contracted CBO Staff or their spouses or domestic partners are **NOT** eligible.

Marketing:

The program shall be promoted across multiple channels including, but not limited to, door-to-door outreach in the eligible area, television, radio, email and social media outreach.

- All marketing, outreach and related collateral must be available in the following four languages:
 - o English
 - o Spanish
 - o Hmong
 - o Punjabi

Tracking and Reporting:

Selected proposer(s) must collect, verify and record all documentation necessary (including ownership information and legal business structure verification, current business tax certificate verification, proof of work done – including before and after photos and receipts, w-9’s and any other documentation deemed necessary by the proposer(s) and/or City Staff) in determining eligibility and turn such documentation over to the City of Fresno after conclusion of the disbursement of funds.

Outcome metrics shall include:

- Names and relevant information (address, ownership info, Council District and demographic information) on each business that submits an application (funded AND not-funded)
- Information on documentation collected to verify eligibility
- Information on all marketing and outreach done
- Summary of outcomes, including challenges encountered and how those were overcome.
- Any other information deemed relevant to the program by the chosen organization(s) and/or City Staff as the program progresses.

EXHIBIT B INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, ADMINISTRATOR 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 his/her sole discretion. If the ADMINISTRATOR is self-insured, the following requirements will outline the responsibility of the self-insured coverage. 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 and STATE and each of their 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, ADMINISTRATOR fails 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 ADMINISTRATOR 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 ADMINISTRATOR 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 ADMINISTRATOR shall not be deemed to release or diminish the liability of ADMINISTRATOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY and STATE by ADMINISTRATOR 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 ADMINISTRATOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of ADMINISTRATOR, vendors, suppliers, invitees, consultants, medical professionals, subcontractors, consultants, or anyone employed directly or indirectly by any of them.

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 ISO *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 ADMINISTRATOR'S profession.

MINIMUM LIMITS OF INSURANCE

ADMINISTRATOR shall procure and maintain for the duration of the contract insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY and STATE and each of their 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 :**

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event ADMINISTRATOR 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 and STATE and each of their officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

ADMINISTRATOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and ADMINISTRATOR shall also be responsible for

payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or designee. At the option of the CITY'S Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such self-insured retentions as respects CITY and STATE or any of their officers, officials, employees, agents and volunteers; or
- (ii) ADMINISTRATOR shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) 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 calendar days' written notice has been given to CITY, except ten days for nonpayment of premium. ADMINISTRATOR 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, ADMINISTRATOR 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, ADMINISTRATOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name CITY and STATE and each of their officers, officials, agents, employees and volunteers as an additional insured. ADMINISTRATOR shall establish additional insured status for the CITY and STATE for all ongoing and completed operations under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company endorsements providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
- (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the ADMINISTRATOR'S insurance shall be primary to and require no contribution from the CITY or STATE. The Commercial General Liability policy is required to include primary and non-contributory coverage in favor of the CITY and STATE for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to CITY and STATE and each of their officers, officials, employees, agents and volunteers. If ADMINISTRATOR maintains higher limits of liability than the minimums shown above, CITY and STATE requires and shall be entitled to coverage for the higher limits of liability maintained by ADMINISTRATOR.

- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Agreement, ADMINISTRATOR'S insurance coverage shall be primary insurance with respect to the CITY and STATE and each of their officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY and STATE and each of their officers, officials, agents, employees and volunteers shall be excess of the ADMINISTRATOR'S insurance and shall not contribute with it.
- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY and STATE and each of their officers, officials, agents, employees and volunteers.
- (viii) The Commercial General and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY and STATE and each of their officers, officials, agents, employees and volunteers.

If the *Professional Liability (Abuse & Molestation) 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 ADMINISTRATOR.
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 ADMINISTRATOR, ADMINISTRATOR 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.

PROVIDING OF DOCUMENTS - ADMINISTRATOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. **All certificates and applicable endorsements are to be received by CITY's Risk Manager within a reasonable time after execution of this agreement.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, ADMINISTRATOR 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. All subcontractors working under the direction of ADMINISTRATOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS- If ADMINISTRATOR subcontracts any or all of the services to be performed under this Agreement, ADMINISTRATOR shall be solely responsible for

ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry and shall indemnify CITY and STATE if failure to comply with this provision results in damages to the CITY or the ADMINISTRATOR.

EXHIBIT C
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)

IV – SPECIAL CONDITIONS

IV. SPECIAL CONDITIONS

PAYMENT: The Proposer shall invoice the City of Fresno in order to initiate the payment process. Invoices shall be submitted to:

ATTENTION: Kelly Trevino
City of Fresno
Economic Development Department
2600 Fresno St, Room 2156
Fresno, CA 93721

Contractor hereby agrees not to assign the payment of any monies due Contractor from City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Contractor directly to Contractor.