

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is made and entered into effective the 12 day of July, 2016, by and between the CITY OF FRESNO, a municipal corporation ("City"), and FORENSIC NURSE SPECIALISTS OF CENTRAL CALIFORNIA, a California corporation ("Contractor").

RECITALS

WHEREAS, CITY desires to obtain professional Acute and Non-Acute Sexual Assault Forensic Examination services, hereinafter referred to as the "Services;" and

WHEREAS, CITY issued a Request for Proposals ("RFP") for such Services, and CONTRACTOR submitted a proposal to perform the Services for the CITY; and

WHEREAS, CONTRACTOR is engaged in the business of furnishing services as a medical center, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, this Agreement will be administered for CITY by its Chief of Police (hereinafter referred to as "Chief") or designee.

AGREEMENT

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

1. **CONTRACT DOCUMENTS.** In addition to this Agreement and its Exhibits, the "Notice Inviting Proposals," "Instructions to Proposers," "Proposal," and the "Specifications" including "General Conditions," "Special Conditions," "Technical Requirements" and "Scope of Work" for: Request for Proposals for Acute and Non-Acute Sexual Assault Forensic Examinations, copies of which are annexed hereto, together with all documents specifically referred to in said annexed documents, including Performance Bond, if required, are hereby incorporated into and made a part of this Agreement, and shall be known as the Contract Documents, with the exception that Section 7, "INSURANCE REQUIREMENTS," of Section III, General Conditions, of the RFP is deleted in its entirety and replaced with Exhibit B, Insurance Requirements, herein.

2. **PRICE.** For the estimated monetary consideration of ONE HUNDRED TWENTY FIVE THOUSAND SIX HUNDRED (\$125,600) annually for Items 1, 2, 5, and 6, as set forth in the Proposal, the Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, under the direction and to the

satisfaction of the City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. The City accepts the Contractor's Proposal and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents and Exhibit A.

4. INDEMNIFICATION. To the furthest extent allowed by law, Contractor 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, cost 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 Contractor, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If Contractor should subcontract all or any portion of the services to be performed under this agreement, Contractor shall require each subcontractor to indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF FRESNO,
A California municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Amanda B. Freeman
Amanda B. Freeman Date
Deputy City Attorney 11/10/17

Addresses:

CITY:

City of Fresno

Attention: Daniel Macias, Sergeant

2323 Mariposa Mall

Fresno, CA 93721

Phone: 559-621-2492

FAX: 559-457-1466

Attachments:

Exhibit A: Scope of Services and Budget

Exhibit B: Insurance Requirements

Exhibit C: Contract Documents

FORENSIC NURSE SPECIALISTS OF
CENTRAL CALIFORNIA
A California corporation

By: Margie Jessen

Name: Dr. Margie Jessen DNP

Title: Owner / Director
(Board Chair, Pres. or Vice Pres.)

By: Jason Buxton

Name: JASON BUXTON

Title: CFO
(CFO, Treasurer, Secretary or
Assistant Secretary)

REVIEWED BY:

CONSULTANT:

Attention: Margie Jessen DNP, FNP

Director

Forensic Nurse Specialists of Central CA,
Inc.

Fresno, CA 93729

Phone: 559-324-9100

FAX: 559-840-1070

EXHIBIT A
Scope of Services and Budget

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

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>TOTAL</u>
1.	145	Acute Victim Sexual Assault Forensic Examinations	\$725.00	\$105,125.00
2.	24	Acute Suspect Sexual Assault Forensic Examination	\$525.00	\$12,600.00
5.	15	Non-Acute Victim Sexual Assault Forensic Examination	\$425.00	\$6,375.00
6.	10	Canceled Acute Examination after authorized by Law Enforcement	\$150.00	\$1,500.00
Total Proposal Amount			\$125,600.00 annually	

The Total Amount of Proposal is **ONE HUNDRED TWENTY FIVE THOUSAND SIX HUNDRED Dollars and ZERO Cents annually.**

The above amount shall include any and all applicable taxes.

The quantities listed on the proposal page(s) are estimates. The actual requirement of the City may be more or less than the quantities specified. The City will pay for only those items which it actually delivered or received during the term of the Contract.

EXHIBIT B

Insurance Requirements

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of 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). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability including both (Abuse & Molestation) & (Medical Malpractice) Insurances that insures against liability arising out of the bodily injury, personal injury, including mental anguish, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. The Abuse & Molestation coverage should protect against a wide range of potential claims, including but not limited to sexual molestation and other sexual misconducts. The Medical Malpractice coverage should protect against any claims of medical negligence.

MINIMUM LIMITS OF INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$2,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$2,000,000 per occurrence for personal and advertising injury;
 - (iii) \$4,000,000 aggregate for products and completed operations; and,

- (iv) \$4,000,000 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** (Abuse & Molestation and Medical Malpractice):
 - (i) \$3,000,000 per claim/occurrence; and,
 - (ii) \$5,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

USER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and USER shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) USER shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her 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

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. USER shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, USER'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of USER'S insurance and shall not contribute with it. USER shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. 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.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: USER and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Abuse & Molestation and Medical Malpractice) 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 USER.
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 USER, USER 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.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. USER 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, USER 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, USER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

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

VERIFICATION OF COVERAGE

USER shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, USER 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.

Exhibit C

Contract Documents – “Notice Inviting Proposals,” “Instructions to Proposers,”
“Proposal,” and the “Specifications” including “General Conditions,” Special Condition,”
“Technical Requirements” and “Scope of Work” for: Request for Proposals for Acute
and Non-Acute Sexual Assault Forensic Examinations



REQUEST FOR PROPOSALS
FOR
**REQUIREMENTS CONTRACT(S) FOR
ACUTE AND NON-ACUTE SEXUAL ASSAULT FORENSIC EXAMINATIONS
THREE-YEAR CONTRACT (S)**

PROPOSAL NUMBER: 9344
PROPOSAL SUBMISSION DEADLINE: (Prior to 3:00 p.m. ,)
PROPOSAL CONTACT: Michael Brown
PURCHASING DIVISION
Phone: (559) 621-1165 OR 621-1332
Fax: (559) 488-1069

CITY OF FRESNO
PROPOSAL SPECIFICATIONS
REQUEST FOR PROPOSALS
REQUIREMENTS CONTRACT(S)
ACUTE AND NON-ACUTE SEXUAL ASSAULT FORENSIC EXAMINATIONS
THREE-YEAR CONTRACT (S)

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	
Notice Inviting Proposals.....	2
Instructions to Proposers	3
II. PROPOSAL AND CONTRACT DOCUMENTS	
Check List	9
Proposer Qualification Questionnaire.....	11
Proposal Form	10
References.....	15
Statement of Acceptance of Indemnification and Insurance Requirements	16
Various City of Fresno Forms:	
Local Preference Certification	17
Non-Collusion Affidavit.....	18
Proposal Signature Page	21
Sample Contract	24
III. GENERAL CONDITIONS	26
IV. SPECIAL CONDITIONS	37
V. SCOPE OF WORK	40

I- INTRODUCTION
- Notice Inviting Proposals
- Instructions to Proposers

NOTICE INVITING PROPOSALS

Sealed proposals will be received at the office of the Purchasing Manager of the City of Fresno, 2600 Fresno Street, Room 2156, Fresno, California 93721, all in accordance with the Specifications for:

ACUTE AND NON-ACUTE SEXUAL ASSAULT FORENSIC EXAMINATIONS REQUEST FOR PROPOSALS NO. 9344

The City of Fresno is soliciting proposals for Acute and Non-Acute Sexual Assault Forensic Examinations. The City may choose to award multiple contracts enabling the Police department to utilize the provider that it feels would best serve the victim or suspects needs in each particular case. This request is for three-year Contract(s).

The RFP forms and specifications may be obtained from the Office of the Purchasing Manager (phone (559) 621-1332) via the City's web site: www.fresno.gov, *For Business* (to the right of the screen), *Bid Opportunities*.

Bids will not be accepted Online or via Fax.

Bid Proposal forms, Instructions to Bidders and copies of the plans and/or specifications can also be obtained at the Office of the Purchasing Manager.

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, prior to the opening at 3 p.m. on Tuesday, Month / Day, 20Year, at which time they will be publicly opened and recorded.

All proposals must be made on the proposal forms provided by the Purchasing Manager and must be accompanied by a deposit in the amount of **Two hundred dollars (\$200.00)** in the form of a Cashier's or Certified Check, an irrevocable letter of credit, a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. All deposits will be held until a Contract has been executed with the successful Proposer(s) or all proposals have been rejected.

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 at **Time a.m. on Month / Day, 20Year**, at the Office of the Purchasing Manager, 2600 Fresno Street, Room 2156, Fresno, California. Prospective Proposers are encouraged to attend.

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

INSTRUCTIONS TO PROPOSERS

PART I. GENERAL

1. No proposal will be considered for award unless it is submitted on the proposal forms furnished by the Purchasing Manager, completely filled out, properly signed by the Proposer and delivered, under sealed cover plainly marked:

ACUTE AND NON-ACUTE SEXUAL ASSAULT FORENSIC EXAMINATIONS REQUEST FOR PROPOSALS NO. 9344

at the Office of the Purchasing Manager, 2600 Fresno Street, Room 2156, Fresno, California, 93721, on or before the date and time specified in the Notice Inviting Proposals. The time clock in the Purchasing Division will be the official clock for documenting the time of filing.

2. No proposal will be considered for award unless the Proposer has complied with the following:

Proposers must submit a deposit in the amount of **two hundred dollars (\$200.00)** with their proposal in the form of a Certified or Cashier's Check, an irrevocable letter of credit, a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. Such deposit shall be retained by the City of Fresno as a guarantee that the Proposer, if awarded all or part of the proposal, will, within fifteen (15) calendar days from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City. All deposits will be returned when the Contract(s) has been executed for all items awarded, or if all proposals are rejected.

A proposal without a proper deposit will automatically be rejected.

3. 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.

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

Submittal of Proposal

5. Each Proposer shall carefully examine each and every term of this Request for Proposal(s); and each Proposer shall judge all the circumstances and conditions affecting his/her 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 Proposal.

6. 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.

7. Proposers will submit **an original and four (4) copies of their proposal in a sealed envelope**, marked on the outside **RFP No. 9344, ACUTE AND NON-ACUTE SEXUAL ASSAULT FORENSIC EXAMINATIONS** and will include the name of the Proposer and the date and time of proposal submittal deadline.

8. 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(s) that it considers to be in the interest of the City of Fresno, with or without negotiation.

9. 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(s) which in the judgment of the City, even though it may 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.

Local Preference

10. Fresno Municipal Code Section 4-109, LOCAL PREFERENCE IN CONTRACTING FOR SERVICES, provides for a local preference. Portions pertinent to this Contract are paraphrased as follows:

Except for those contracts funded by the federal or state government when such funding would be jeopardized because of this preference, the City of Fresno shall, in contracting for professional services, other than consulting service, extend a five percent (5%) preference for a local firm in evaluating proposals for award. The amount of the preference shall be equal to the amount of the percentage applied to the lowest proposal price from a firm other than a local firm, if the Proposer submitting the lowest proposal price is not a local firm. The Proposer shall certify, under penalty of perjury, that the Proposer qualifies as a local firm. The preference is waived if the certification does not appear on the proposal.

"Local firm" shall mean a firm with a fixed primary or branch office within a twenty-five mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, and a majority of the work on the project will be performed by employees who are permanently assigned to such office prior to the city requesting proposals for the project and whose regular duties would include local work on other than city projects.

Proposers shall submit the form CERTIFICATION FOR LOCAL PREFERENCE with their proposal if they seek the benefit of local preference.

Public Records

11. 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 Evidence 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 be deemed non-responsive. Proposals, excluding confidential information, will be available for review after posting of staff recommendation.

Selection Process and Evaluation Criteria

12. 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 be considered nonresponsive and dropped from the evaluation process.

The Selection Committee will include at least one representative from a Department with no direct interest in the service(s) being requested by this Request for Proposals and a representative from the Purchasing Division. A member of the City of Fresno Finance Department will be responsible to review the Proposer's Financial Statements and the Selection Committee will be provided a copy of the report generated by that review. The Committee may also include a representative from outside the City organization. It will be the responsibility of this committee to make recommendations advisory to City Manager and in accordance with the award criteria enumerated below.

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. **Other** related information.

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

13. 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.

14. 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.

15. The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

Time to Award

16. The Proposer agrees that the City may have 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

17. The proposer shall submit the required contract documents in a form acceptable to the Purchasing Division 2600 Fresno Street Room 2156 – Fresno, Ca.93721 within 15 calendar days (except in the event in the event federal funding is applicable to the 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 find the proposal non-responsive and move to award to the next proposer offering the next best value to the City.

Questions, Clarifications and Concerns

18. 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 Buyer of the Purchasing Division (see cover page) and shall be sent by facsimile to (559) 488 1069. A Question Form for this purpose has been included as page 7.

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 Buyer of the Purchasing Division, but the City will not guarantee a response.

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

Contacts with City Staff

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

REGULATED COMMUNICATIONS IN CITY PROCUREMENT PROCESS ORDINANCE

20. 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 <http://www.municode.com/Resources/gateway.asp?pid=14478&sid=5>

Notification of Staff Determination

21. 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 a public bulletin board outside the Purchasing Division Office and the City's website www.fresno.gov, reference link "For Business" (right hand side of screen), "Bid Opportunities," and "Anticipated Award." The bulletin board and website will generally be updated by Monday of each week, no later than 5 p.m. It is the sole responsibility of interested Proposers to seek this information from either of these sources.

For those Proposers that have concerns or rebuttal of any determination of non-responsiveness or non-responsibility about the Staff Determination, they will be given an opportunity to submit, in writing, within five (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 five (5) days. If no action is taken within such five (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

22. A Bidder who has been determined by the Council to be nonresponsible 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 Resolution No. 2003-130 adopted by Council on April 29, 2003. The initial period of any such debarment shall not be less than one year or more than three years. A Bidder may request a hearing, in accordance with Resolution No. 2003-130, upon receipt of a notice of proposed debarment from the City Manager or his/her designee. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

OUTREACH TO SMALL BUSINESS ENTERPRISES IN SUBCONTRACTING

23. 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.



PURCHASING DIVISION
TELEPHONE # (559) 621-1332
FAX # (559) 488-1069

BID QUESTIONS FOR: ACUTE AND NON-ACUTE SEXUAL ASSAULT FORENSIC EXAMINATIONS RFP No: 9344 ATTENTION: Michael Brown, SENIOR BUYER	(FOR CITY OF FRESNO USE ONLY) QUESTION No: _____ DATE: _____ REVIEWED BY: _____ RESPONSIBLE FOR RESPONSE: ☐ CITY ☐ CONSULTANT
FROM: _____ COMPANY: _____ CONTACT PERSON: _____	DATE: _____ PHONE No: _____ FAX No: _____
QUESTION: _____ _____ _____ _____	
ANSWER: _____ _____ _____ _____	
RESPONSE BY: _____ DATE: _____ INCLUDED IN ADDENDUM NO. _____ DATE: _____	

One question per page - Duplicate this form as necessary

II - PROPOSAL AND CONTRACT DOCUMENTS

(Submit with Proposal)

Proposer's Name _____

CHECK LIST

Proposals shall be submitted in a three-ring binder, **one original and four (4) copies**. The total proposal packet must be sealed and clearly marked on the outside "**RFP No. 9344 for Acute and Non-Acute Sexual Assault Forensic Examinations.**"

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 considered non-responsive and ineligible for award of a Contract.

1. **COVER LETTER**, including company name, address, contact name, phone number and fax number. (by Proposer)
2. **PROPOSAL DEPOSIT** in the form of:

☐ Certified Check	☐ Proposer's Bond
☐ Cashier's Check	☐ Irrevocable Letter of Credit
☐ Certificate of Deposit	☐ Annual Bidder's Bond
3. **COST PROPOSAL** (p.10)(complete attached form)
4. **STATEMENT OF QUALIFICATIONS AND EXPERIENCE** (by Proposer)
5. **PROPOSER QUESTIONNAIRE** (pp. 11-14) (complete attached form)
6. **REFERENCES** (p. 15)
7. **CITY FORMS** (pp. 16 - 20 (complete/return attached forms)
STATEMENT INDICATING ACCEPTANCE OF INDEMNIFICATION AND
INSURANCE REQUIREMENTS
CERTIFICATION FOR LOCAL PREFERENCE, if applicable
NON-COLLUSION AFFIDAVIT
ADDENDA AND PROPOSAL DEPOSIT
8. *Signature page of all **ADDENDA** issued, Addendum No. ____ to ____*
(Enter numbers, if applicable).
9. **SIGNATURE PAGES** (pp.21-22)., including other document to authorize individual who signs proposal.

(Submit with Proposal)

Proposer's Name _____

**ACUTE AND NON-ACUTE SEXUAL ASSAULT FORENSIC EXAMINATIONS
REQUEST FOR PROPOSAL NO. 9344**

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

TO THE PURCHASING MANAGER, CITY OF FRESNO

COST PROPOSAL

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

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>TOTAL</u>
1.	145	Acute Victim Sexual Assault Forensic Examinations	\$ _____	\$ _____
2.	24	Acute Suspect Sexual Assault Forensic Examination	\$ _____	\$ _____
3.	50	Acute Victim Sexual Assault Forensic Exam. Medical Treatment Required	\$ _____	\$ _____
4.	15	Acute Suspect Sexual Assault Forensic Exam. Medical Treatment Required	\$ _____	\$ _____
5.	30	Non-Acute Victim Sexual Assault Forensic Examination	\$ _____	\$ _____
6.	10	Canceled Acute Examination after authorized by Law Enforcement	\$ _____	\$ _____
Total Proposal Amount			\$ _____	

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

The above amount shall include any and all applicable taxes.

The quantities listed on the proposal page(s) are estimates. The actual requirement of the City may be more or less than the quantities specified. The City will pay for only those items which it 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:
ACUTE AND NON-ACUTE SEXUAL ASSAULT FORENSIC EXAMINATIONS
RFP # 9344**

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?

(Submit with Proposal.)
Proposer's Name _____

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

7. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes ☐ or No ☐

If so, list the date, client, and reason for termination below:

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

Yes ☐ or No ☐

9. Does the proposer currently possess sufficient staff, inventory and technology to meet the requirements (See Estimated Quantities for acute and non-acute sexual assault examinations, pg. 10,) for this contract?

Yes ☐ or No ☐

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

10. Describe how you will meet the requirement to provide acute and non-acute sexual assault examinations to female /male victims and suspects ages 0-100 years old on a 24/7 basis.

11. Outline your support services including establishing direct lines of communication with the Fresno Police Department's Sexual Assault Unit, California Department of Justice, Fresno County District Attorney's Office, and Rape Counseling Services of Fresno related to acute and non-acute sexual assault examination, documentation, victim advocacy, and court testimony.

Proposer's Name **(Submit with Proposal.)** _____

12. Describe any pending lawsuits or legal actions: location filed, name of court and docket number, nature of the lawsuit or legal action.

13. Outline your procedure to maintain the proper chain of custody of evidence collected from acute sexual assault examinations.

(Submit with Proposal)

Proposer's Name _____

ADDITIONAL INFORMATION TO BE PROVIDED BY PROPOSER

Proposers must present evidence, satisfactory to the City, indicative of the Proposer's ability to provide the required services and the Proposer's long term financial strength. To this end, the Proposer must attach the following information to the Proposal Form:

N/A

(Submit with Proposal)

Proposer's Name _____

REFERENCES

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

1. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ E-MAIL: _____

PHONE NUMBER: _____ FAX NUMBER: _____

LENGTH OF CONTRACT: _____ NUMBER OF YEARS: _____

TYPE OF SERVICE PROVIDED: _____

2. AGENCY/COMPANY NAME: _____

ADDRESS: _____

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: ACUTE AND NON-ACUTE SEXUAL ASSAULT FORENSIC EXAMINATIONS

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 render the proposal non-responsive.

☐ **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

(Submit with Proposal, if applicable)

Proposer's Name _____

**CERTIFICATION FOR LOCAL PREFERENCE
FOR: ACUTE AND NON-ACUTE SEXUAL
ASSAULT FORENSIC EXAMINATIONS**

We certify that we qualify as a local business pursuant to Fresno Municipal Code Section 4-109.

Location of Business:

(Please provide street address, no PO Box)

Primary Office ☐

Branch Office ☐

(Please mark as applicable)

Address: _____

Phone: _____

The undersigned Proposer hereby declares under penalty of perjury under the laws of the State of California that the information contained on this CERTIFICATION FOR LOCAL PREFERENCE is correct and complete.

The above Statement is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Certification.

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

(Submit with Proposal)

Proposer's Name _____

NON-COLLUSION AFFIDAVIT

FOR: ACUTE AND NON-ACUTE SEXUAL ASSAULT FORENSIC EXAMINATIONS

Proposer declares under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with any one to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.

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

(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 **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.

(Submit with Proposal)

PROPOSAL DEPOSIT

Accompanying this proposal is a Proposal Deposit in the amount of two hundred **dollars (\$200.00)** in form of:

- | | |
|---|---|
| ☐ Certified Check | ☐ Bidder's Bond |
| ☐ Cashier's Check | ☐ Irrevocable Letter of Credit |
| ☐ Certificate of Deposit | ☐ Annual Bidder's Bond |

which is deposited by the undersigned Proposer with the City of Fresno as a guarantee that the Proposer, if awarded all or part of the Contract, will, within fifteen (15) calendar days from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City.

Such Deposit is made with the understanding that failure to execute such Contract will result in damage to the City, that the amount of such damage would be difficult to determine and that in the event of such default said Deposit shall become the property of the City; or, if a Bidder's Bond is deposited, the amount of the obligation thereof, but not more than the above stated amount, shall thereupon be due and payable to the City of Fresno as liquidated damages for such default, payment of said amount to be the joint and several obligation of the Proposer and the corporate surety.

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 bidder 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.

(Submit with Proposal)

SIGNATURE PAGE

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

PROPOSAL SUBMITTED BY:

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

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

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

(3) _____
Business Address

City State Zip Code

(4) By: _____
Signature of Authorized Person

Type or Print Name of Authorized Person and Title

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

INSTRUCTIONS FOR SIGNATURE PAGE

- LINE 1: The name of the Bidder must be the same as that under which a license is issued, if a license is required. If the Bidder is a corporation, enter the exact name of the corporation under which it is incorporated; if Bidder is an individual, enter name; if Bidder 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 Bid Proposal and any Contract awarded thereunder are to be addressed.
- LINE 4: (a) If the Bidder is a corporation, the Bid 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 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 Bidder is an individual, he/she must sign the Bid Proposal, or if the Bid Proposal is signed by an employee or agent on behalf of the Bidder, 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 bids or must be submitted with the Bid Proposal.
- (c) If the Bidder is a partnership, the Bid 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 Bidder is a joint venture, the Bid 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 Bidder 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
SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "City"), and [Contractor Name], [Legal Identity] (hereinafter referred to as "Contractor") as follows:

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

2. PRICE. For the monetary consideration of [WRITTEN \$ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS (\$[DOLLAR AMOUNT]), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION: Contractor shall indemnify, hold harmless and defend City and each of its officers, officials employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and 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 out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

////

////

////

////

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

[Contractor Name],
[Legal Identity]

CITY OF FRESNO,
a California municipal corporation

By: _____

By: _____

Name: _____
(Type or print written signature.)

[Name], Purchasing Manager
Finance Department

Dated: _____

Title: _____

Dated: _____

ATTEST:
YVONNE SPENCE
City Clerk

By: _____

By: _____
Deputy Date

Name: _____
(Type or print written signature.)

Title: _____

APPROVED AS TO FORM:

Dated: _____

DOUGLAS T. SLOAN
City Attorney

By: _____
Deputy/Senior Deputy

III - GENERAL CONDITIONS

III. GENERAL CONDITIONS

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

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

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

3. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

4. TERMINATION FOR CAUSE:

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

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

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

5. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents to the Purchasing Manager, 2600 Fresno Street,, Fresno, California 93721, in a form acceptable to the City of Fresno within fifteen (15) calendar days from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the proposal deposit and initiate a City departmental recommendation for City to award the Contract to another Proposer.

6. PERFORMANCE BOND: Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect a "Faithful Performance Bond" from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California, in the amount of \$ **N/A** If applicable, this bond is to be renewed annually.

7. INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, CONTRACTOR 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 his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insured's, 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, CONTRACTOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, 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). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability including both (Abuse & Molestation) & (Medical Malpractice) Insurances that insures against liability arising out of the bodily injury, personal injury, including mental anguish, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. The Abuse & Molestation coverage should protect against a wide range of potential claims, including but not limited to sexual molestation and other sexual misconducts. The Medical Malpractice coverage should protect against any claims of medical negligence.

MINIMUM LIMITS OF INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY (CGL):**

- (i) \$2,000,000 per occurrence for bodily injury and property damage;
- (ii) \$2,000,000 per occurrence for personal and advertising injury;
- (iii) \$4,000,000 aggregate for products and completed operations; and,
- (iv) \$4,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY (CAL):**

\$1,000,000 per accident for bodily injury and property damage.

**OR (as approved by the City's Risk Manager)*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits and **EMPLOYER'S LIABILITY** with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. **BUILDERS RISK** (Course of Construction) insurance in an amount equal to the completed value of the project with no coinsurance penalty provisions. **(Only required if the project includes new construction of a building, or renovation of, or addition to, an existing building.)**

5. **CONTRACTORS' POLLUTION LEGAL LIABILITY (CPL)** (and/or other applicable policies as determined by the City's Risk Manager or his/her designee, e.g. Asbestos Legal Liability) *unless waived in writing by the CITY'S Risk Manager or his/her designee* shall be written on either an occurrence form, or a claims-made form, and is required for all environmental and water remediation work and for all work transporting fuel. CPL is also required for demolition, renovation, HVAC, plumbing and electrical work (including, without limitation, lighting) on any structure built prior to the year 1990 with limits of liability of not less than the following:

- (i) \$1,000,000 per occurrence or claim; and,
- (ii) \$2,000,000 general aggregate per annual policy period.

- (a) In the event this Agreement involves any lead based, mold or asbestos environmental hazard, either the CAL policy or other appropriate insurance policy shall be endorsed to include *Transportation Pollution Liability insurance* covering materials to be transported by APPLICANT pursuant to the Agreement.
- (b) In the event this Agreement involves any lead-based environmental hazard (e.g., lead based paint), and/or asbestos environmental hazard (e.g. asbestos remediation), and/or mold environmental hazard (e.g. mold remediation) the CPL insurance policy or other appropriate policy shall be endorsed to include coverage for lead based environmental hazards and/or asbestos environmental hazards and/or mold environmental hazards and "microbial matter including mold" with the definition of "Pollution" und

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONTRACTOR shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her 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 (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR shall provide a new

certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

- (ii) The CGL, CAL and CPL policies of insurance shall be endorsed to name CITY, its officers, officials, agents, employees and volunteers as additional insured. CONTRACTOR shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
- (iii) For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. CONTRACTOR and any subcontractor shall establish primary and noncontributory status by use of ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and noncontributory status as broad as that contained in ISO Form CG 20 01 04 13.
- (iv) The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
- (v) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS - CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR 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 CONTRACTOR shall also be required to provide all documents noted herein.

CLAIMS-MADE POLICIES - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONTRACTOR.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iii) 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 work commencement date, CONTRACTOR must purchase "extended reporting" period coverage for a minimum of five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to CITY for review.
- (v) These requirements shall survive expiration or termination of the Agreement.

MAINTENANCE OF COVERAGE - If at any time during the life of the Agreement or any extension, CONTRACTOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately 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 hereunder shall in any way relieve CONTRACTOR 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.

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

SUBCONTRACTORS - If CONTRACTOR should subcontract all or any portion of the services to be performed under this Agreement, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and CONTRACTOR shall ensure that CITY, its officers, officials, employees, agents and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with CONTRACTOR and CITY prior to the commencement of any work by the subcontractor.

Bidders who plan to participate repeatedly in City bids are encouraged to submit annual insurance certificates at time of bid which will remain on file in the Purchasing Division.

8. **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and 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 out of performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the gross negligence or by the willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

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

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

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

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

12. 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.

13. 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.

14. 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.

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

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

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

Because of its status as an independent contractor, Contractor and its officers, agents and employees

shall have absolutely no right to employment rights and benefits available to City employees. Contractor 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, Contractor shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to City or to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. 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.

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

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

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

IV. SPECIAL CONDITIONS

TERM OF CONTRACT: This Contract shall be in effect for three years from the date of the Notice to Proceed. The Contract may be extended, with the mutual consent of both parties, for two (2) one-year increments with price increases/decreases in accordance with the provisions set forth herein, all other terms and conditions specified herein remaining the same. If either the City or Contractor elects not to extend the Contract, or upon expiration of the final one-year extension term, the Contractor shall aid the City in continuing, uninterrupted, the requirements of the Contract, by continuing to perform on a temporary basis, when specifically requested to do so in writing by the Purchasing Manager, for a specified term not to exceed twelve months. Such continuance shall be subject to price increases/decreases in accordance with the provisions set forth herein, and all other terms and conditions remaining the same as if the Contract had been extended for such a temporary period by an amendment hereto.

PAYMENT: The Proposer shall invoice the City of Fresno, each month, in order to initiate the payment process for sexual assault examinations. Invoices shall conspicuously display the City's purchase order number, the charge of each examination, and the related FPD case number. The invoice shall document the number of:

1. Acute victim sexual assault forensic examinations.
2. Acute suspect sexual assault forensic examinations.
3. Non-Acute victim sexual assault forensic examination.
4. Cases where victims are taken directly to hospitals for medical related issues, and that facility has the resources to conduct an acute victim sexual assault forensic exam, will be allowed to complete the exam. The acute victim sexual assault forensic examinations conducted at that facility will help reduce the stress and trauma on the victim.
5. Cases where suspects are taken directly to hospitals for medical related issues, and that facility has the resources to conduct an acute suspect sexual assault forensic exam, will be allowed to complete the exam.
6. Canceled acute sexual assault examinations after authorized by law enforcement.

And shall be submitted to:

City of Fresno
Police Department Business Office
Attention: Accounts Payable
P.O. Box 1271
Fresno, CA 93721

Contractor(s) hereby agrees not to assign the payment of any monies due Contractor(s) 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.

SEXUAL ASSAULT FORENSIC EXAMINATIONS
TECHNICAL SPECIFICATIONS
CITY OF FRESNO SPECIFICATIONS
REQUIREMENTS CONTACT FOR SEXUAL ASSAULT FORENSIC EXAMINATIONS

OVERVIEW

The City of Fresno, Police Department, is soliciting bids for services to perform complete sexual assault nurse examinations including services related to the collection of evidence and completion of the California Emergency Management Agency, "CalEMA forms, 2- 923, 2-925, 2-930, and 2-950, pertaining to the gathering of evidence for victims and suspects under the Sexual Assault Forensic Examiner program. These forms are available on the web at www.CalEMA.ca.gov.

Contractor(s) will conduct complete sexual assault nurse examinations including services related to the collection of evidence and completion of the Fresno Police Department paperwork pertaining to the gathering of evidence for victims and suspects that are involved or believed to be involved in sexual assault crimes, including child molest. These services will be available on a 24-hour basis with a (1) hour response time on acute cases. Acute examinations will be completed in a hospital setting when the victim needs and/or requests medical treatment, or in a medically approved setting when medical treatment is not needed or requested. These examinations will occur only after receiving Fresno Police Department approval.

Non-acute examinations will be performed after authorized by law enforcement and as a scheduled appointment with the Contractor.

The Contractor(s) and/or their staff will be required to give testimony in all court/legal proceedings when subpoenaed, and this testimony/activity shall be included in the cost of each examination. Courtroom testimony may include, but is not limited to, preliminary hearings, jury trials, and civil depositions.

The Contractor(s) and/or their staff may be required to provide training to the Police Department's personnel (as needed) in the dynamics of sexual assault, types of sexual assaults, myths and facts about sexual assault, post traumatic stress and rape trauma syndrome, reactions of survivors and significant others, and the importance of a victim-centered, cooperative, interdisciplinary approach in the treatment of sexual assault survivors. The training will occur once a year for the duration of the contract. Each class will be approximately 2 hours long and contain no more than 15 people. The cost of the training shall be included in the contract price for examinations and be provided at no additional cost to the City.

The persons providing this service must be a California State Licensed Registered Nurses, and also possess a certificate of training as a Sexual Assault Forensic Examiner.

The Contractor(s) will request collection kits from the State Department of Justice Crime Lab. The Contractor will place an order by calling the DOJ Crime Lab and requesting the quantity of kits desired. The City will facilitate acquisition of supplies. (the City will verify laboratory requests if required by DOJ.) The Contractor(s) will be responsible for purchasing necessary items for the collection that are not included in the kit. The Contractor(s) will be required to follow and submit to the City the appropriate chain of possession for evidence collected.

V - SCOPE OF WORK

OBLIGATIONS OF THE CONTRACTOR(S)

The Contractor(s) shall ensure their staff is properly trained and equipped to complete acute and non-acute sexual assault examinations in a medically approved and professional manner. These duties included but are limited to victim/suspect examinations and interpretations, collection of evidence, documentation, coordination of investigation/examination, evidence packaging, proper chain of custody procedures, training, criminal and civil court testimony, and record retention. The following list specifies service requirements that proposers need to respond to in their proposals. The proposals will be evaluated based on the proposer's ability to meet each of the following requirements:

A. The Contractor(s) will conduct complete sexual assault examination services related to the collection of evidence and the completion of the California Emergency Management Agency, "CalEMA;" forms 2-923, 2-925, 2-930 and 2-950) pertaining to the gathering of evidence for victims and suspects that are involved or believed to be involved in sexual assault crimes. California Penal Code Section 13823.5 - Protocol and Guidelines for Examination and Treatment of Sexual Assault Victims, and California Penal Code Section 13823.11,- Minimum Standards for Examination and Treatment of Sexual Assault Victims will be followed.

B. The services will be available on a 24-hour basis with a (1) hour response time, on acute examinations. Acute examinations will be completed in a hospital setting when the victim needs and/or has requested medical treatment, and in a medically approved setting when medical treatment is not needed or requested. These examinations will occur only after receiving Law Enforcement approval, and only as a scheduled appointment for non-acute cases. All examinations will be conducted in a medically approved environment, and within 15 miles of the downtown Fresno environs. The Contractor will ensure their staff is properly trained and certified. The Contractor(s) will ensure the proper evidence is collected (may included but not limited to; biological evidence, hair specimens, blood draws, urine specimens, clothing, photographs), and stored, to maintain the chain of evidence, until the evidence is released to the City.

C. The staff who conducted the examination may be required to provide expert testimony in all court/legal proceedings at no additional cost when subpoenaed by the Court when needed. The staff who conducted the examination will be prepared to testify in court, as to their examination, interpretation, documentation, and chain of evidence.

D. The Contractor(s) shall provide three two hour training classes (one per year) on sexual assault examinations, documentation, evidence collection, and the importance of an interdisciplinary approach to sexual assault investigations, to members of the Sexual Assault Unit, of the Fresno Police Department..

E. The persons providing the above service must be a California State Licensed Registered Nurse, and also possess a certificate of training as a Sexual Assault Forensic Examiner.

F. CONTRACTOR will obtain sexual assault kits from the State Department of Justice (DOJ) Crime Lab. CONTRACTOR will place an order by calling the DOJ Crime lab and requesting the quantity of kits needed. The CONTRACTOR(S) will be responsible for purchasing necessary items for the collection that are not included in the kit.

G. The Contractor will provide compensation price of all services required or rendered for program exams. Acute Examinations that are canceled after authorized by the Fresno Police

Department shall entitle the Contractor, to a payment for services per Bid Item #6, if bid.

H. The Contractor will provide professional references of service.

I. Contractor will provide insurance policies for commercial general liability, automotive liability, professional liability, and worker's compensation.

Explanation of Bid Items:

NOTE: Cost Per Examination, to include potential legal/civil testimony.

Bid Item #1

Acute Victim Examination – The Contractor will conduct complete acute sexual assault examinations related to the collection of evidence and the completion of the California Emergency Management Agency paperwork, "CalEMA" forms 2-923, and 2-930 pertaining to gathering of evidence from persons who are victimized or believed to be victimized in acute sexual assault crimes. The Contractor will complete these examinations under California Penal Code Section 13823.5 – Protocol and Guidelines for Examination and Treatment of Sexual Assault Victims, and California Penal Code Section 13823.11. – Minimum Standards for Examination and Treatment of Sexual Assault Victims

Bid Item #2

Acute Suspect Sexual Assault Forensic Examination – The Contractor will conduct complete acute sexual assault examinations related to the collection of evidence and the completion of the California Emergency Management Agency paperwork, "CalEMA" form 2-950 pertaining to the gathering of evidence from suspects who committed or are believed to have committed acute sexual assault crimes.

Bid Item #3

Acute Victim Sexual Assault Forensic Examination, Medical Treatment Required – The Contractor will conduct complete acute sexual assault examinations, while the victim is in the hospital for medical treatment that is required or requested. The Contractor will conduct complete acute sexual assault examinations related to the collection of evidence and the completion of the California Emergency Management Agency paperwork, CalEMA forms . 2-923, and 2-930 pertaining to gathering of evidence from persons who are victimized or believed to be victimized in acute sexual assault crimes. The Contractor will complete these examinations under California Penal Code Section 13823.5 – Protocol and Guidelines for Examination and Treatment of Sexual Assault Victims, and California Penal Code Section 13823.11. – Minimum Standards for Examination and Treatment of Sexual Assault Victims

Bid Item #4

Acute Suspect Sexual Assault Forensic Examination, Medical Treatment Required – The Contractor will conduct complete acute sexual assault examinations, while the suspect is in the hospital for medical treatment that is required. . The Contractor will conduct complete acute sexual assault examinations related to the collection of evidence and the completion of California Emergency Management Agency paperwork, CalEMA form 2-950 pertaining to the gathering of evidence from suspects who committed or are believed to have committed acute sexual assault crimes.

Bid Item #5

Non-Acute Victim Examination – The Contractor will conduct complete non-acute sexual assault examinations related to the collection of evidence and the completion of the California Emergency Management Agency, paperwork "CalEMA" form 2-925 pertaining to the gathering of evidence from persons who are victimized or believed to have been victimized in non-acute sexual assault crimes. The Contractor will complete these examinations under California Penal Code Section 13823.5 – Protocol and Guidelines for Examination and Treatment of Sexual Assault Victims, and PC 13823.11 – Minimum Standards for Examination and Treatment of Sexual Assault Victims

Bid Item #6

Canceled Acute Examination, after authorized by the Fresno Police Department. - The Contractor may charge a fee when, after a acute examination has been approved by the Fresno Police Department and in response, the Contractor's personnel is enroute to the examination, that examination request is canceled. This Bid Item is applicable to Bid Items 1 through 4. In the event that separate contracts are awarded for any of Bid Items 1 through 4 Bid Item 6 shall be included in each contract awarded. Should a Contractor be awarded a contract for any or all of Bid Items 1 2, 3, 4, and not have bid an amount for this Bid Item 6, there shall not be a fee charged for any Canceled Acute Examination.