



REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES
STREET OUTREACH TRAINING MODULES

PROPOSAL NUMBER: 12401231

PROPOSAL SUBMISSION DEADLINE: 4:00 PM PST November 10, 2023

PROPOSAL CONTACT: Elizabeth Fraire

Parks, After School, Recreation & Community Services Department

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CITY OF FRESNO REQUEST FOR PROPOSALS (RFP)

THE CITY OF FRESNO PARKS AFTER SCHOOL RECREATION AND COMMUNITY SERVICES DEPARTMENT (PARCS), NEIGHBORHOOD SAFETY & COMMUNITY ENGAGEMENT PROGRAM IS INVITING QUALIFIED, MULTI-DISCIPLINARY CONSULTANTS TO SUBMIT PROPOSALS TO PROVIDE TECHNICAL ASSISTANCE, TRAINING, AND CAPACITY BUILDING FOR STREET OUTREACH WORKERS INCLUDING FRONTLINE VIOLENCE INTREVENTION ORGANIZATIONS, ADVOCACY GROUPS, CRISIS INTERVENTIONISTS AND LAW ENFORCEMENT

I. BACKGROUND

The City of Fresno (City) is seeking proposals from qualified, multi-disciplinary consultants to provide street outreach training to support violence reduction efforts as part of the PARCS Neighborhood Safety & Community Engagement Program. Fresno is the county seat for Fresno County, spread over 116 square miles and is the 5th most populous city in California with a population of 546,335. The City of Fresno is divided into five policing districts: Southwest, Central, Southeast, Northeast, and Northwest. Violent crime impact is primarily concentrated in the Southwest, Central, and Southeast Districts of the city.

In 2022 PARCS received the California Violence Intervention & Prevention (CalVIP) grant, to provide street outreach training modules. The City is requesting proposals from qualified firms and/or individuals to provide street outreach intervention training modules to community partner agencies and local law enforcement to build capacity in violence prevention, intervention, and community safety. The City intends to select one or more subcontractors to assist in the development of a framework for a comprehensive violence prevention reduction strategy that sets standards of practice for street outreach and provides training to street outreach workers to adhere to those standards.

The subcontractor(s) selected to deliver capacity building training will be recognized leader(s) in the field of community safety, systems reform to end violence, violence de-escalation, peace brokering, safety promotion, gang intervention, and outreach training for gang intervention workers, law enforcement agencies, and diverse public stakeholders.

II. SCOPE OF SERVICES/SPECIFICATIONS

The selected consultant shall prepare comprehensive street outreach training modules providing tools and strategies for violence intervention and prevention to community organizations and local law enforcement agencies.

The proposed scope of services consists of the following tasks:

Task 1 – Develop a framework for a comprehensive violence prevention reduction strategy that sets standards of practice for street outreach.

- Review prior training modules and strategies. Past information will be provided by the Office of Neighborhood Safety and Community Engagement.
- Framework must include multisector collaboration to support proactive outreach and crisis intervention infrastructure.

Task 2 – Develop a comprehensive violence intervention and prevention training plan that includes at least six modules geared toward community partners and local law enforcement.

The proposed training modules shall provide tools and strategies for violence intervention, prevention and reduction in the areas of:

- Law and public policy
- Education
- Community Organization
- Hospital-based violence intervention programs
- Trauma Care
- Advocacy practices that will address the capacity-building needs of violence reduction.

Task 3 – Evaluation

The selected consultant shall develop and implement an evaluation plan to measure reach and effectiveness. Consultant shall collaborate with the CalVIP 2022 evaluation consultant to ensure alignment with evaluation objectives.

III. BUDGET AND TERMS

The RFP service request is for an 18-month contract. The total budget is \$300,000. Funds will be dispersed on a reimbursement basis.

IV. SUBMITTAL INSTRUCTIONS AND PROPOSAL REQUIREMENTS

Proposals shall be submitted electronically only via Planet Bids.

Proposals will be accepted by the City until 5:00 P.M. on November 6, 2023. Proposals may be submitted via the City's web site: www.fresno.gov, Doing Business (at the top of the screen), *Bid Opportunities*. All Responses received after this deadline will not be considered.

Responses shall be submitted in 8½" X 11" inch format. Proposals shall not exceed 20 pages. Proposals shall include the following:

1. Provide qualifications and summary of previous work.

2. Title page including project name and consultants contact information (not included in page maximum).
3. Summary of experience and performance on similar violence reduction capacity building projects, including at least three references.
4. Resumes for consultant(s) including education, relevant past project experience, any applicable licensing and certifications, and a description of their assignment on this project.
5. Provide audited and certified financial statements for your organization's last three years of operations.
6. Please list the languages your organization can provide written and verbal communication in. Note, translation and interpretation can be included in the budget request as an eligible expense.
7. Describe your organization's past experience in working with public entities, including cooperative efforts and results. Also include experience in community outreach and the efforts and strategies applied.
8. Describe how you will complete the scope of work for tasks one through three, including:
 - Methods that will be used to develop the framework.
 - Proposed training modules content and the maximum number of participants that can be accommodated in a single session. If the capacity varies for different modules, provide individual module capacities.
 - An evaluation plan outlining the process that will be used to measure the effectiveness of their training modules. Please utilize, at a minimum, the evaluation template provided in Appendix B. Consultants are encouraged to add additional metrics and methods to the template.
9. Include a schedule of proposed work in Appendix A to be performed with the 18-month timeframe.
 - Estimated start date: January 2024
 - Completion date: July 2025
10. Prepare a line-item budget to support your proposed scope of work using the budget template attached in Appendix A (not included in page maximum).
11. Proposal must be signed by an official authorized to enter into a contractual agreement on behalf of the organization.

V. SCHEDULE

The tentative schedule for engaging the Respondent(s) is as follows:

- RFQ Responses due to City by 4:00 pm PST on November 10, 2023
- Invitations to Interview – Week of November 13, 2023 (if needed)

All dates are subject to change, Respondent(s) will be notified via email of any schedule changes.

VI. SELECTION PROCESS

RFP Responses will be evaluated by a Review Committee (Committee). Following the evaluation of the responses, the Committee may elect to interview some or all the Respondents or may otherwise seek clarification or amplification of the material submitted or may reject all responses. The Committee reserves the right to hold interviews or select a preferred response without interviews.

The recommendation for selection will be made based on criteria related to demonstrated qualifications, ability to meet the scope of work requirements, outreach strategies and goals, capacity to perform the proposed scope within the timeframe, and any other factors, whether quantifiable or not.

The Committee reserves the right to reject all responses; or to waive minor irregularities. The Committee will make its recommendation to the City. The City shall select one or more Respondents who provide the best value to the City, in its sole discretion. The City reserves the right to make the selection of a Respondent 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 Respondent to perform the services set forth herein. The City may enter into negotiations with one or more Respondents concurrently. The City has no obligation to enter into an agreement with any party as a result of their response to this offering. The City reserves the right to substitute, modify, or amend the contract set forth in Appendix C.

This RFP does not commit the City to enter into a contract or to pay any costs incurred in the preparation of the RFP. The City of Fresno reserves the right to accept or reject any RFP's, and to negotiate with any qualified Respondent, or to cancel in part or in its entirety this solicitation for RFP's.

VII. QUESTIONS, CLARIFICATIONS, AND CONCERNS

The scope of services/specifications describing this project have been carefully prepared. Any questions or concerns relating to the scope of services/specifications shall be directed in writing to the designated Proposal Contact (see cover page) and may be submitted electronically by utilizing the Question and Answers field on Planet Bids.

Questions will be accepted only up to five (5) working days prior to the proposal date to allow the City, if necessary, to issue an addendum to all proposers stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise

after the deadline, please contact the designated Proposal Contact, but the City will not guarantee a response

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

VIII. LOCAL PREFERENCE

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 consulting services, give a primary preference to local firms, when such firms have the necessary qualifications, experience and expertise to complete the project being proposed, as determined by the City. A secondary preference shall be given to non-local firms which form an association for pecuniary profit with local firms for the project, wherein the benefit to the local firm(s) is an amount greater than 15% of the total contract price. The Respondent shall certify, under penalty of perjury, that the Respondent 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.

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

IX. GENERAL INFORMATION

The Proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a Proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all of their Proposal as exempt from disclosure may be deemed non-responsive.

Upon City's acceptance of a Proposal, the successful Proposer will be required to execute and return a City Standard Consulting Agreement without changes (a copy of which is provided as Appendix B) and all certificates of insurance within ten (10) calendar days from the date of Notice of Award issued by the City. Should the successful Proposer fail or refuse to execute the Agreement or provide the additionally required instruments and documentation, the City reserves the right to accept the proposal of the Proposer offering the next best value to the City.

The City of Fresno reserves the right to establish a competitive range and/or reject any and all Proposals.

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

The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective April 29, 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 Departments, Finance, Municipal Code, or view the Fresno Municipal Code directly at:

https://library.municode.com/ca/fresno/codes/code_of_ordinances

X. AGREEMENT DOCUMENTS

The City will be utilizing a standard city contract (Appendix C).

XI. APPENDICES

Appendix A – Budget and Timeline Template

Appendix B – Training Module Evaluation

Appendix C – City Standard Contract

APPENDIX A

BUDGET AND TIMELINE

TEMPLATE

City of Fresno Street Outreach Training Module Project Budget & Timeline Template

Name of Organization: _____

The consultant shall prepare a line-time budget that identifies all costs associated with the project. These costs and all other expenses must be presented in a table format per the example below.

A. Proposed Operational Expense Breakdown: Includes expenses for outreach and marketing materials for community outreach events such as interpretation, translation, flyers, etc. Overhead shall not exceed 10 percent of contract total. Detailed itemization and receipts required.			\$
(Example) interpretation for 6 modules			\$2,400.00
(Example) flyers for module promotion			\$100.00
TOTAL PART A. PROPOSED OPERATIONAL EXPENSES			\$
B. Proposed Staff Costs: Includes staff who will work on the project, their costs with hourly rates required to complete project and details about work performed.			
Staff Member & Work Performed	Hourly Rate	Hours	
(Example) Name, CFO, manage financials and reporting	\$30	312	\$9,360.00
(Example) Name, Program Manager	\$22	520	\$11,440.00
TOTAL PART B. PROPOSED STAFF COSTS			\$
C. Travel Expenses: Mileage must use the federal standard mileage rate of \$0.625 per mile Detailed itemization required.			
(Example) Round-trip mileage from address A to address B. 16 miles (one-way) x \$0.625			\$20.00
TOTAL PART C. TRAVEL EXPENSES			\$
TOTAL AMOUNT REQUESTED			\$

Project Timeline:

Start Date – End Date (Provide timeframe for each activity/milestone)	Activity/Milestone (Describe each activity/milestone for the training modules)	Personnel (Provide the personnel involved for this activity/milestone)	Allocation of Funds (Provide how much of the grant will be allocated to achievement of each activity/milestone)

APPENDIX B

TRAINING MODULE EVALUATION

Describe your evaluation methodology to assess the effectiveness of your training modules utilizing the evaluation process below.

Process Evaluation			
Key Questions	Indicators	Data Sources	Data Collection Methods/Frequency
How many training modules are conducted for violence reduction agencies and law enforcement?	# of training modules conducted. # of hours. # of attendees	Internal records- electronic enrollment survey; event registration	Internal records review; occurs quarterly for performance reports.
[add other process evaluation]			
Outcome Evaluation			
Key Questions	Indicators	Data Sources	Data Collection Methods/Frequency
Did the violence reduction training modules enhance staff capacity and preparation levels before/after the project started providing services?	Capacity increase for violence intervention Collaboration for violence reduction agencies and law enforcement.	Training Module Participants	Self-report survey given at training enrollment and module completion. Impact of training. Monthly/Quarterly.
[add other outcome evaluation]			

APPENDIX C

STANDARD CITY CONTRACT

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (the City), and [Consultant Name], [Legal Identity] (the Consultant).

RECITALS

WHEREAS, the City desires to obtain professional [Kind of Service] services for [Describe Project] (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a [Consultant's Profession] and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, the Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for the City by its [Select] (Administrator) or designee.

AGREEMENT

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

- 1) Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
- 2) Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through [End Date], subject to any earlier termination in accordance with this Agreement. The City may exercise the option to extend the agreement for an additional two-year term with an additional not to exceed total of \$ _____ through [Date] at the sole discretion of the City Manager or designee. Any extensions to the term of the agreement must be made by written amendment to the Agreement signed by an authorized representative for each party. The services of the Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
- 3) Recordkeeping and Performance Data.
 - a) Consultant shall document all services provided to Participants and maintain individual Participant's service records and case files in a secure location with access limited to appropriate staff to ensure that confidentiality and safety is maintained and protected,

- b) Consultant shall provide any monthly and quarterly reports, and any certifications as required by Agency, in accordance with the grant guidelines and specified time frames as outlined in **Exhibit C**.
 - c) In the event of termination, the non-confidential reports prepared by Consultant shall be immediately turned over to the City by CONSULTANT.
- 4) Financial Reporting, Auditing and Document Retention. Consultant shall submit a monthly or quarterly invoice to PARCS for the eligible expenses incurred for Program. Billing documentation shall include the following:

A breakdown of expenditures by cost category:

- a) Supporting documentation of all costs including payroll registers, general ledgers and checks as requested by Agency; and
 - b) Time sheet documentation for grant funded staff position.
 - c) Consultant shall maintain accurate, complete, orderly and separate records for the Program and funding separately from all other funds, including any United States Department of Justice ("DOJ") award funds awarded for the same or similar purposes or programs. CONSULTANT agrees that all personnel performing activities hereunder shall maintain separate timesheets to document hours worked for activities related to the Grant and this MOU. Records of CONSULTANT expenses pertaining to the Program shall be kept on a generally recognized accounting basis.
 - d) All records shall be available to Agency, BSCC, the Comptroller General of the United States, DOJ (including the Office of Justice Programs and the Office of the Inspector General, and its representatives, and the Government Accountability Office ("GAO")), and/or any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the Grant. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Program shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this MOU.
 - e) Consultant also understands and agrees that Agency, DOJ and/or the GAO are authorized to interview any officer or employee of Consultant regarding transactions related to this MOU.
- 5) Compensation.
- a) The Consultant's compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed [Fee Amount: e.g. Five Hundred Dollars (\$500)], paid on the basis

of the rates set forth in the schedule of fees and expenses contained in Exhibit A.

- b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of the City business. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.
- c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

6) Termination, Remedies and Force Majeure.

- a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.

- d) Upon any breach of this Agreement by the Consultant, the City may exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; proceed by appropriate court action to enforce the terms of the Agreement; and/or recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- e) The Consultant shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

7) Confidential Information and Ownership of Documents.

- a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.
- b) Any and all writings and documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

- c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.
 - d) This Section 5 shall survive expiration or termination of this Agreement.
- 8) Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.
- 9) Indemnification. To the furthest extent allowed by law, including California Civil Code section 2782.8, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.
- If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT 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.
- 10) Insurance.
- a) Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, 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 the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the

minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

- b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors\sub-consultants 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 the Consultant shall be withheld until notice is received by the 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 the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the 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 the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the 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 the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

11) Conflict of Interest and Non-Solicitation.

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

- a) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.
- b) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
- c) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
- d) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, the Consultant shall remain responsible for complying with Section 9(b), above.
- e) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
- f) This Section 9 shall survive expiration or termination of this Agreement.

12) Recycling Program. In the event the Consultant 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, the Consultant at its sole cost and expense shall:

- a) 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 the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

13) General Terms.

- a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of the Consultant pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
- c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is license to perform the services called for by this Agreement (or that no license is required) before beginning work.
- d) Nondiscrimination. To the extent required by controlling federal, state and local law, the Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled

veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:

- e) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- f) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- g) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- h) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- i) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

14) Independent Contractor.

- a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its

work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.

- b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.
- c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. The Consultant 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, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.

15) Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

16) Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

17) Assignment.

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

- b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.
- 18) Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, 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 this Agreement.
- 19) Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
- 20) Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
- 21) Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
- 22) Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.
- 23) Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
- 24) Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
- 25) Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
- 26) Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null

and void.

- 27) 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.
- 28) No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
- 29) Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.
- 30) The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,
a California municipal corporation

[CONSULTANT NAME],
[Legal Identity]

By: _____
GEORGEANNE A. WHITE
City Manager

By: _____

Name: _____

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

ANDREW JANZ
City Attorney

By: _____
Christine Charitar
Deputy City Attorney

By: _____

Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Deputy

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

Addresses:

CITY:
City of Fresno
Attention: [Name],
[Title]
[Street Address]
Fresno, CA [Zip]
Phone: (559) [#]
E-mail: [E-mail address]

CONSULTANT:
[Consultant Name]
Attention: [Name],
[Title]
[Street Address] [City,
State Zip]
Phone: [area code and #]
E-mail: [E-mail address]

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B – Insurance Requirements
3. Exhibit C – Summary of Reporting Requirements
4. Exhibit D – Disclosure of Conflict of Interest

-

EXHIBIT A

SCOPE OF SERVICES

**Consultant Service Agreement between City of Fresno (City)
and [Consultant Name] (Consultant)
Street Outreach Training Modules**

[Describe Scope of Service]

EXHIBIT B

INSURANCE REQUIREMENTS

**Consultant Service Agreement between City of Fresno (the City)
and [Consultant Name] (the Consultant)
[Project Title]**

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

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

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

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

UMBRELLA OR EXCESS INSURANCE

In the event CONSULTANT 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

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. CONSULTANT'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 CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status on the General

Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non contributory status as broad as that contained in ISO Form CG 20 01 04 13.

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

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

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

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

CLAIMS-MADE POLICIES

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.

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 CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

VERIFICATION OF COVERAGE

CONSULTANT 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, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS

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

EXHIBIT C

SUMMARY OF REPORTING REQUIREMENTS

California Violence Intervention and Prevention Program reporting deadlines to submit quarterly reports.

Reporting Period

October 1, 2023 – December 31, 2023

January 1, 2024 – March 31, 2024

April 1, 2024 – June 30, 2024

July 1, 2024 – September 30, 2024

October 1, 2024 – December 31, 2025

January 1, 2025 – March 31, 2025

April 1, 2025-June 30, 2025

Due Date:

January 20, 2024

April 20, 2024

July 20, 2024

October 20, 2024

January 20, 2025

April 20, 2025

July 20, 2025

EXHIBIT D
DISCLOSURE OF CONFLICT OF INTEREST
(Project Title)

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

Explanation: _____

Y Additional page(s) attached.

Signature

Date

Name

Company

Address

City, State, Zip

APPENDIX E CERTIFICATION FOR LOCAL PREFERENCE

EXHIBIT E
CERTIFICATION FOR LOCAL PREFERENCE

Respondent's Name: _____

(Submit with Proposal, if applicable)

CERTIFICATION FOR LOCAL PREFERENCE

Project Name:

We certify that we qualify as a local business pursuant to Fresno Municipal Code Section 4-109(b)(1).

Location of Business:

Please provide street address

(NO P.O. Box)

Primary Office ☐

Branch Office ☐

(Please mark as applicable)

Address:

Phone:

The undersigned Respondent 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.

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