



Request for Qualifications (RFQ)

Bid # 06072016JW

Consulting Services:

California State Lobbying Activities on
Water Issues, City of Fresno, California

Opens 3:00 pm July 8, 2016



RFQ: CALIFORNIA STATE LOBBYING ACTIVITIES ON WATER ISSUES

Notice Inviting Request for Qualifications

The City is pursuing a qualified lobbying consultant to serve as a legislative, administrative and regulatory representative for the City on water issues, and maintain relationships and monitor the activities of all relevant State agencies, departments and advocate positions as instructed by the City.

The California State Legislature and Office of the Governor have been actively involved in drafting and adopting legislation that impacts the City of Fresno's Water Division. The specific areas of concern include, but are not limited to, emergency drought regulations, modifications and alterations to the Sustainable Groundwater Management Act, mandatory water and sewer consolidations between cities and disadvantaged communities, and application guidelines related to low-interest loans and grants for water supply, treatment, and distribution projects. Given the potential financial, operational, and technical impacts associated with proposed legislation, the Department of Public Utilities desire to retain the services of a professional services firm for provide legislative liaison services to monitor and report on the legislative actions being contemplated in Sacramento so that the City may respond appropriately, and in a timely manner, to express either support or concern for the proposed legislative action.

The selected consultant shall work with state officials to ensure maximum input on water matters of concern to the City as recognized by the Consultant and/or designated by the City. This will include, but is not limited to the Governor's Office, State Departments and Agencies, Boards and Commissions, and key legislators and individuals. This contract will be for 18 months.

An original and three (3) hard copies submitted to:

City of Fresno
Purchasing Division
Attn: Gary Watahira, Purchasing Manager
2600 Fresno Street, Room 2156
Fresno CA 93721

The deadline for submission of proposals for this work is **3:00 pm (PDT) on July 8, 2016.**

BACKGROUND

Located in the Central San Joaquin Valley, the City of Fresno is at the geographical center of California. The area's metropolitan population of approximately 500,000 enjoys a wide variety of social, cultural, athletic, educational and recreational activities. Fresno is the regional capital of the Central Valley.

Fresno is the gateway to some of the world's most beautiful natural surroundings, including three national parks (Yosemite, Kings Canyon and Sequoia). Fresno is located approximately 3 hours from San Francisco and is the 5th largest city in California.

The Department of Public Utilities (DPU) provides reliable, efficient, low-cost water, wastewater and solid waste services. The DPU mission is to deliver high quality utility services professionally, efficiently and in an environmentally responsible manner to ensure the health, safety and prosperity of our community.

The Water Division is responsible for delivering a reliable supply of safe, high-quality water to both city and county residents in the Fresno metropolitan area for domestic, commercial, institutional and industrial use. More than 36 billion gallons were delivered in 2015 through approximately 1,800 miles of water mains that met mandated state and federal drinking water standards. This consisted of 27 billion gallons of groundwater pumped from nearly 250 wells and 9 billion gallons of treated surface water from the Northeast Surface Water Treatment Facility (Behymer and Chestnut), and the T3 Storage Tank and Water Treatment Plant facilities (Dakota and Armstrong). Overall, this is an average of 99.5 million gallons each day (MGD). Future water supply is assured through the purchase and utilization of surface water allocations from the U.S. Bureau of Reclamation (USBR) at Friant Dam and the Fresno Irrigation District from the Kings River, and an active conservation program. Major City-wide capital improvement program efforts are underway to implement the goals of Recharge Fresno by FY 2019, which includes construction of an 80 million gallon per day Southeast Surface Water Treatment Facility (Olive and Fowler); installation of regional and local water transmission grid mains and raw water supply pipelines from the Friant Kern Canal and Kings River; and making initial proactive steps for the enhancement of the City's water main replacement and groundwater recharge programs. In addition, the Division remains committed to outstanding customer service, extensive planning efforts, employee development, innovative use of technology, and keeping water rates among the most competitive in the State.

GENERAL INFORMATION

I. OBJECTIVE

The City is pursuing a qualified lobbying consultant to serve as a legislative, administrative and regulatory representative for the City on water issues, and maintain relationships and monitor the activities of all relevant State agencies, departments and advocate positions as instructed by the City.

The selected consultant shall work with state officials to ensure maximum input on water matters of concern to the City as recognized by the Consultant and/or designated by the City. This will include, but is not limited to the Governor's Office, State Departments and Agencies, Boards and Commissions, and key legislators and individuals.

Requested proposals shall be from qualified firms and/or lobbyists to provide contract lobbying services in accordance with the terms of this solicitation and the State's General Conditions of Purchase (available on the Internet at www.fresno.gov)

A. Scope of Services

Consultant shall serve as a legislative, administrative and regulatory representative for City, and maintain relationships and monitor the activities of all relevant State agencies, departments and advocate positions as instructed by City.

Consultant shall work with state officials to ensure maximum input on water matters of concern to City as recognized by the Consultant and/or designated by the City. This will include, but is not limited to the Governor's Office, State Departments and Agencies, Boards and Commissions, and key legislators and individuals.

Consultant will coordinate with appropriate City staff on the review of all existing and future water legislation, State policies and programs on an ongoing basis with particular attention as to how such policies and programs might affect City and its citizens, and report to City by way of correspondence, information bulletins and by personal briefings concerning such legislation, State policies and program direction as may be relevant to City. Such briefings are to include meetings in the City of Fresno as determined appropriate by City.

Consultant shall meet with City officials regularly to provide information of benefit to decision makers.

Consultant shall return phone call placed during normal working hours within a two hour period to the Mayor and the City Manager or their designee.

Consultant will prepare the Statement of Lobbying Activities and other necessary documents for filing as required by the Secretary of State and provide them to City for approval and signature.

Consultant shall maintain relationships with the Governor's office, City's Legislative delegation and other Legislative committees, members and staff and keep them advised of City's position on legislative matters of concern to City.

II. INSTRUCTIONS TO PROPOSERS

Submission of Proposals

Organizations desiring to respond to the RFQ shall submit an original and three (3) copies of the Qualifications, marked on the outside "RFQ for Consulting

Services: California State Lobbying Activities on Water Issues.” The submittal shall include the name of the Consultant and the date and time when the response is due. In order to be considered, a submittal must be submitted prior to the opening date and time of **July 8, 2016 at 3:00 pm**, to the attention of:

City of Fresno
Purchasing Division
Attn: Gary Watahira, Purchasing Manager
2600 Fresno Street, Room 2156
Fresno CA 93721

Responses sent by telephone, telegram or facsimile will not be accepted. It is the sole responsibility of each Proposer to ensure that its response reaches the Purchasing Division by the time and date specified. Responses received after the specified time and date shall be returned unopened. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine the timeliness of any responses.

Proposers are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if the response is delivered by an express mail carrier or by any other means, it is the Proposer’s responsibility to ensure delivery to the above address. The City of Fresno will not be responsible for deliveries made to any place other than the specified address.

Once opened, all responses become public records and will be available to the public for review.

The Proposer’s attention is directed to the fact that all applicable state laws, the City of Fresno Charter and Municipal Codes, and the rules and regulations of all authorities have jurisdiction over the services to be performed shall apply to any resulting contract throughout, and they will be deemed to be included in any contract ultimately executed.

The City of Fresno hereby notifies all Responders 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.

Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.

All costs associated with developing or submitting a proposal in response to this Request, or to provide oral, or written clarification of its content, shall be borne

by the Proposer. The State assumes no responsibility for these costs.

It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated by the proposer, and the subcontractor(s) proposed to be used are identified in the proposal.

Addenda

The City makes a concentrated effort to ensure any addenda issued relating to this RFQ is distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the RFQ have been issued. Upon issuance by the City's Purchasing Manager, all addenda are part of the RFQ. Addendum form is included in Exhibit G (page 28). Also submit Acknowledgement of Addenda included in Exhibit D (Page 16) to verify all addendums were received by the proposer. **Questions will be accepted only up to five (5) working days prior to the opening date. The deadline for the RFQ will be 5:00 pm on June 30, 2016.**

Submittals

1. Each Proposer shall carefully examine each and every term of this RFQ; and each Proposer shall judge all the circumstances and conditions affecting his/her questionnaire response. 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 RFQ.
2. The Proposer shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated, which apply to the services herein specified.

This RFQ process 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 Qualifications. It may accept the submittal(s) that it considers to be in the interest of the City of Fresno, with or without negotiation.

Information contained in this RFQ is for the purpose of allowing Proposer to submit responses. This information is not to be used for any other purpose. This RFQ and all other information, documents or materials provided by City must be considered confidential and may not be forwarded to any third party without City's prior written consent.

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 re-advertise for Qualifications if desired, and to accept the submittal which in the judgment of the City is 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.

Public Record

The submittals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a submittal 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. Submittals, excluding confidential information, will be available for review after posting of staff recommendation.

Selection Process and Evaluation Criteria

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

Proposers whose submittals include a significant failure to comply with these qualification requirements will be dropped from the evaluation process.

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

- a. Ability to meet the stated requirements.
- b. Past Performance and Experience in lobbying activities of a similar scope and nature as required herein or experience with appropriate representatives in the Legislative or Administrative Body.
- c. Conformance to the terms and conditions of the RFQ, including those contained in the sample agreement.
- d. Special consideration will be given to Proposers who commit to the City of Fresno as an exclusive client.

- e. Other related information.

The City reserves the right to accept or reject any or all submissions

The Selection Committee reserves the right to request additional information from Proposers, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their qualification submittal and proposal.

Any selection shall be on the basis of the criteria specified and made to the Proposer whose submittal is judged as providing the best value in meeting the interest of the City and the objectives of the project.

The City reserves the right to make the selection of a Consultant 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 Qualify

The Proposer agrees that the City may have 90 days to award a contract or reject any or all submittals. No submittals may be withdrawn in that period of time.

Notice of Staff Determination

Once the City has reviewed and evaluated the proposals received and has determined for award the responsible submittal most beneficial 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 – Bid Opportunities, Anticipated Awards. The bulletin board and website will generally be updated by Monday of each week, no later than 5:00 pm. It is the sole responsibility of interested Proposers to seek this information from either of these sources.

III. COMMUNICATION

a. RESTRICTIONS ON COMMUNICATIONS

Contact Between Prospective Consultant and the City

Before Proposers have been notified that the process has ended, 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 non-responsible and restricted from further participation.

Regulated Communication in City Procurement Process Ordinance

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 Proposer, 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 Proposer, 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 Proposer, Bidder, or Proposer violating the Regulated Communication 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 FMC Chapter 4, Article 6 may be obtained by logging on to the City's website at:
<http://www.fresno.gov/adminservices/purchasing/bids>.

b. TECHNICAL QUESTIONS

Questions and Clarifications

The City understands that Proposers may have questions. **Questions will be accepted only up to five (5) working days prior to the opening date** to allow the City adequate time, 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 Purchasing/Designated person, but the City will not guarantee a response.

All questions must be submitted with the addendum form in Exhibit G, received, via fax, **before 5:00 pm on June 30, 2016**. An RFQ addendum form for this purpose has been included as page 28.

All questions received and the answers that will be developed in response will be distributed to all registered Proposers prior to the deadline for proposals. All registered Proposers will receive responses to the questions.

IV. LOCAL PREFERENCE

Fresno Municipal Code Section 3-109.1, LOCAL PREFERENCE IN CONTRACTING FOR SERVICES, provides for a local preference. Portions pertinent to this Agreement 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 contract for professional consulting services by giving a primary preference to local firms, when such firms have the necessary qualifications, experience and expertise to complete the project(s) being proposed for work, as determined by the city. A secondary preference shall be similarly given to non-local firms which form an association for pecuniary profit with local firms for the projects being proposed wherein the benefit to the local firm(s) is an amount greater than fifteen (15) percent of the total contract price for the project(s). Notwithstanding the preceding, the preference given for local firms, or non-local firms which associate with local firms, shall not be applicable whenever, to the best knowledge of the city, the number of local firms providing the specific consulting service within the area of expertise for the subject matter of the work is less than three. 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.

A "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 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.

Exhibits

- A. Insurance Requirements**
- B. Certification for Local Preference**
- C. Disclosure of Conflict of Interest**
- D. Acknowledgment of Addenda**
- E. Statement of Acceptance of the
Indemnification and Insurance
Requirements**
- F. City's Standard Contract**
- G. Addendum Form**

Exhibit A

INSURANCE REQUIREMENTS **Consultant Service Agreement between City of Fresno ("CITY")** **and [Consultant Name] ("CONSULTANT")**

[Project Title]
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 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 (Errors and Omissions) insurance appropriate to CONSULTANT'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

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.

OR*

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.

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. 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) CONSULTANT 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. CONSULTANT 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 related to this Agreement, 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 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.

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.

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 after 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. 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.

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

EXHIBIT B
CERTIFICATION FOR LOCAL PREFERENCE
RFQ: CALIFORNIA STATE LOBBYING ACTIVITIES ON WATER ISSUES

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 Responder 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 Response.
Completing this Response constitutes signature of this Certification.
Responders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
RFQ: CALIFORNIA STATE LOBBYING ACTIVITIES ON WATER ISSUES

		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.			

[illegible]

Signature _____

Date _____

(name)

(company)

(address)

(city, state, zip)

☐ Additional page(s) attached.

EXHIBIT D
ACKNOWLEDGEMENT OF ADDENDA
RFQ: CALIFORNIA STATE LOBBYING ACTIVITIES ON WATER ISSUES

Project Name: CONSULTING SERVICES: CALIFORNIA STATE LOBBYING
ACTIVITIES ON WATER ISSUES

Acknowledgement by Proposer

Each Proposer is requested to acknowledge receipt of all addendums by his/her signature affixed hereto and to file same with and attach to his/her response to this RFQ due by 5:00 p.m., (PST), XX, 2016.

These addendums are applicable to the project designated above. It is an amendment to the services and response requested and as such it will be considered part of and included in the contract documents. **All Proposers MUST acknowledge receipt of these addendums by entering the Addendum number, issue date, initials, with a signature in the spaces provided and include this form with their response.**

Addendum No.	Date Issued	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned acknowledges receipt of the addendums listed above and in accordance with instructions under the RFQ.

Primary Project Manager Signature

Date

Primary Project Manager Name

Prospective Consultant Company

EXHIBIT E
STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION
AND INSURANCE REQUIREMENTS

RFQ: CALIFORNIA STATE LOBBYING ACTIVITIES ON WATER ISSUES

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

Note: Any exceptions may render the Responder non-responsive.

☐ **ACCEPT**

☐ **DO NOT ACCEPT**

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

Signature of Authorized Person

Type or Print Name of Authorized Person

EXHIBIT F
CITY'S STANDARD CONTRACT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES

THIS AGREEMENT is made and entered into effective the [Day of the Month e.g., 1st] day of _____, [Year], by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and [Consultant Name], [Legal Identity] (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional [Kind of Service] services for [Describe Project], hereinafter referred to as the "Project;" and

WHEREAS, 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, 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 CITY by its (hereinafter referred to as "Administrator") or his/her 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. CONSULTANT shall perform to the satisfaction of 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 services of 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. Compensation.
(a) CONSULTANT'S sole 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 (\$500.00)], 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 CITY business. 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 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. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of:

(i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT;

(ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT;

(iii) 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, CONSULTANT shall

(i) immediately stop all work hereunder;

(ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and

materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. 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 CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, CITY may

(i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law;

(ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or

(iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. 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.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of 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 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 CITY.

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, 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.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that 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, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, 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 and litigation expenses) 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.

8. Insurance.

(a) Throughout the life of this Agreement, 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 CITY'S Risk Manager or his/her designee at any time and in his/her 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 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, 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 CONSULTANT 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 CONSULTANT 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 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 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 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.

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor. CONSULTANT and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers, officials, employees, agents and volunteers by using Insurance Service Office (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 company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

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

(b) 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 CITY, CONSULTANT shall provide a written opinion of its

legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. 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, CONSULTANT shall immediately notify CITY of these facts in writing.

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

(d) 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.

(e) Neither CONSULTANT, nor any of 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. 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, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event 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, CONSULTANT at its sole cost and expense shall:

(i) Immediately establish and maintain a viable and ongoing recycling program, approved by 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 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; and,

(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.

11. General Terms.

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

(b) Records of CONSULTANT'S expenses pertaining to the Project 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 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 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 CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, 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 CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, 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, CONSULTANT agrees as follows:

(a) 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.

(b) 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. 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 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. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of 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.

(d) 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 CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that 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 CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. 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, CONSULTANT shall be solely responsible, indemnify, defend and save

CITY harmless from all matters relating to employment and tax withholding for and payment of 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 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, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. 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.

15. 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.

16. Assignment.

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

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

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

25. 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.

26. 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.

27. 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.

28. 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 CITY and CONSULTANT.

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

By: _____

[Name]

[Title]

ATTEST:

YVONNE SPENCE, CMC

City Clerk

By: _____

Deputy

No signature of City Attorney required. Standard Document #ALL-S 3.1 has been used without modification, as certified by the undersigned.

By: _____

[City Certifier Name] [City Certifier Title]

Addresses: CITY

City of Fresno

Attention: [Name], [Title][Street Address]

Fresno, CA [Zip]

Phone: (559) [#]

FAX: (559) [#]

[Consultant Name],

[Legal Identity]

By: _____

Name: _____

Title: _____

(if corporation or LLC, Board Chair, Pres. or Vice Pres.)

By: _____

Name: _____

Title: _____

(if corporation or LLC, CFO, Treasurer, Secretary or Assistant Secretary)

Any Applicable Professional License:

Number: _____

Name: _____

Date of Issuance: _____

CONSULTANT:

[Consultant Name]

Attention: [Name],

[Title]

[Street Address]

[City, State Zip]

Phone: [area code and #]

FAX: [area code and #]

Exhibit G



CITY OF FRESNO PURCHASING DIVISION

TELEPHONE # (559) 621-1332

FAX # (559) 488-1069

<p>QUESTIONS FOR California State Lobbying Activities RFQ</p> <p>Bid File # 06072016JW</p> <p>ATTENTION: Gary Watahira</p>	<p>(FOR CITY OF FRESNO USE ONLY)</p> <p>QUESTION No:</p> <p>DATE: ____ REVIEWED BY:</p> <p>RESPONSIBLE FOR RESPONSE:</p> <p><input type="checkbox"/> CITY</p> <p><input type="checkbox"/> CONSULTANT</p>
<p>FROM:</p> <p>COMPANY:</p> <p>CONTACT PERSON:</p>	<p>DATE:</p> <p>PHONE No:</p> <p>FAX No:</p>
<p>QUESTION:</p>	
<p>ANSWER:</p>	
<p>RESPONSE BY:</p> <p>INCLUDED IN ADDENDUM NO.</p> <p>DATE:</p> <p>DATE:</p>	

Duplicate as Necessary, one sheet per question.