



## **REQUEST FOR QUALIFICATIONS**

### **California Violence Intervention and Prevention (CalVIP) Grant Program**

**RFQ-03282023**

Response Due Date:

Tuesday, April 18, 2023

at 4PM

Department of Public Safety and Community Resources  
City of Antioch  
4703 Lone Tree Way  
Antioch, CA 94531  
(925) 779-7079

The Public Safety and Community Resources Department of the City of Antioch (the “City”) is pleased to release this Request for Qualifications for sub-grantee(s) of the California Violence Intervention and Prevention (CalVIP) Grant Program.

The City seeks one or more qualified Community-Based Organizations (CBOs) to partner with the City in reducing gun violence through an evidence- and public health-based program developed with Advance Peace. Selected CBOs will receive sub-grant funding through the City from CalVIP Grant Program to provide street outreach and/or case management to those identified as highest risk of gun violence. CBOs may apply for one or both categories of services that are eligible for sub-grant funding.

**Deadline for Submission of Qualifications: April 18, 2023 at 4pm**

### **INTRODUCTION & PURPOSE**

Under the leadership and direction of Mayor Lamar Thorpe and the Antioch City Council, the City has received funding through the California Violence Intervention and Prevention (CalVIP) Grant Program through the Board of State and Community Corrections (BSCC). The CalVIP Grant aims to improve public health and safety by supporting effective violence reduction initiatives in communities that are disproportionately impacted by violence, particularly group-member-involved homicides, shootings, and aggravated assaults.

The City is seeking to retain the services of qualified organizations with capabilities to support, expand, and replicate evidence-based violence reduction initiatives and programs, including, without limitation, hospital-based violence intervention programs, evidence-based street outreach programs, and focused deterrence strategies, that seek to interrupt cycles of violence and retaliation to reduce the incidence of homicides, shootings, and aggravated assaults. This initiative is primarily focused on providing violence intervention services to the population with the highest risk of perpetrating or being victimized by violence.

According to the most recent data from the FBI, the total crime rate in Antioch is **25% higher than the** national rate and 14% higher than the California total crime rate. The City seeks to partner with a CBO(s) that will reduce this by engaging with the affected communities in intimate and intentional ways that promote healing. Whether it is the perpetrators, victims, or communities affected by violence, the selected CBO(s) will be tasked with reducing community violence using an evidence-based approach. The selected CBO(s) will be responsible for developing a sustainable, evidence-based approach to reducing gun violence. Advance Peace will provide technical assistance and training for the Department and partner CBO. Technical assistance will include strategic planning, program development, implementation and coordination support, staff training, fundraising support, advocacy, evaluation, and system of care capacity building.

The deadline for submission of qualifications for this work is **4PM, Tuesday, April 18, 2023**.

Grants awarded through this process will be for an initial 12-month period, June 1, 2023 to June 30, 2024, which can be renewed for a second year based on grant performance and availability of funds.

The award of grant funding will be subject to execution of Consulting Services Agreement with the City. Any proposed amendment to the example agreement included below must be delivered to the City before the due date for Submission of Qualifications. By submitting a proposal and receiving grant funding, applicants agree to comply with all requirements of the CalVIP Grant Program.

### **ELIGIBILITY CRITERIA**

Any non-governmental organization applying must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its fiscal agreement with the City of Antioch
  - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee subcontractor fiscal agreement;
- Be a nonprofit and recognized by the Internal Revenue Service as a 501(c)(3) organization;
- Employ persons or volunteers that have a minimum of three (3) years of combined experience in implementing violence reduction strategies and have implemented these strategies within the past five (5) years;
- Be registered with the California Secretary of State's Office;
- Have an Employer Identification Number (EIN);
- Have a valid business license, if applicable;
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address in the State of California. (An agent for service of process with a California address is insufficient.)

#### **GRANT PERIOD**

Selected applicants will be funded for an initial 12-month period, June 1, 2023 to June 30, 2023, which can be renewed for a second year based on grant performance and availability of. Grant recipients are required to finalize and submit a Local Evaluation Report and a financial audit within thirty (30) days of the end of the applicable funding period.

#### **PROJECT DESCRIPTION**

Applicants are invited to bid for Category 1 and/or 2.

For Category 1, the selected partner organization(s) will:

- work with the City to ensure that people at the center of gun violence gain access to the services or resources.
- work with those identified through the gun violence problem analysis as the most at-risk, and seek to enroll them in an intensive, 18-month Peacemaker Fellowship with Advance Peace.
- offer daily mentorship and work on an individualized action plan. The action plan creates goals for the duration of the program. Fellows participate in group life-skills classes to expand violence interruption pathways for these individuals.
- provide social services, elder mentorship, opportunities for internships and travel, and a milestone allowance if they demonstrate significant progress toward their action plan goals.
- have the capacity to provide emergency services for individuals impacted by gun violence. Services include but are not limited to relocation fees to remove clients from violent situations, temporary

housing placement, transportation, childcare, after-school care, and food assistance.

For Category 2, the selected partner organization(s) will:

- offer Peacemaker fellows workforce and career development with stipends through a Cosmetology and Barber apprenticeship, contracting and/or carpentry apprenticeships, and other job development opportunities.

#### *Target Population & Target Area*

AB 1603 mandates that initiatives funded by the CalVIP grant program shall be “primarily focused on providing violence intervention services to the small segment of the population identified as having the highest risk of perpetrating or being victimized by violence in the near future.” (Pen. Code, § 14131, subd. (c).) The applicant must describe how it will identify the target population, including the process used to ensure those individuals at the highest risk are prioritized. The applicant must have a plan for reaching those individuals and provide appropriate interventions based on an individual’s needs. The target area for grant services should correspond to the target population.

#### *Eligible Activities for Funding*

AB 1603 requires that CalVIP grants be used to support, expand and replicate evidence-based violence reduction strategies “that seek to interrupt cycles of violence and retaliation in order to reduce the incidence of homicides, shootings, and aggravated assaults.” (Pen. Code, § 14131, subd. (c).) Within that definition, applicants have some discretion in selecting a strategy or strategies that best fit the scope of the problem and the needs of the target community. Regardless of the strategy or strategies selected, applicants must be able to explain why that strategy was chosen for the target population/target area and cite evidence that indicates the strategy is likely to “reduce the incidence of homicides, shootings and aggravated assaults.” (Pen. Code, §14131, subd. (f)(4).)

#### *Ineligible Grant Expenditures*

CalVIP grant funds may not be used for the following:

- Acquisition of real property/real estate
- Firearms, weapons, weapons systems, ammunition, or tactical training
- High-tech surveillance or monitoring equipment and intelligence systems (e.g., shot spotter, gang database)
- “Scared Straight” type programs (see <https://crimesolutions.ojp.gov/>)

#### *Organizational Capacity and Coordination*

Applicants will be rated, in part, on how well they demonstrate they have the experience, a staffing plan, and any partnerships necessary to implement the proposed strategy. If an applicant is unable to identify staff and/or subcontractors until after the grant is awarded, the applicant should explain, at a minimum, the process and criteria by which they will select staff and/or subcontractors after award.

Distinct from administrative staff and partners, applicants must also demonstrate how they plan to ensure that the staff who deliver the services or work with the target population in the field have backgrounds and

experience that are culturally relevant to the proposed strategy and/or target population (to include racial/ethnic diversity, gender diversity, current or prior system involvement, etc.).

AB 1603 requires that applicants address how they will use grant funds to enhance coordination of existing violence prevention and intervention programs and minimize duplication of services. (Pen. Code, § 14131, subd. (f)(3).)

### **REQUIRED SERVICES**

The selected contractor shall be required to:

- Build primary elements and develop an initial foundation to support the city's emergent work in violence intervention and prevention.
- Implement a program to build partnerships and strategies that produce sustained reductions in firearm assaults and related retaliations and deaths in the City of Antioch.
- Develop a collaborative relationship with Advance Peace who will serve as the entity to provide programmatic development, support and training.
- Provide quarterly reports to the City of Antioch and other stakeholders tracking progress and allow for continuous improvement in areas of the participant experience and mentorship.
- Establish methods to provide quantitative and qualitative data collection to be integrated into quarterly reports.
- Engage with individuals through one-on-one interactions while fostering network interactions and support through groups, families and neighborhoods with cultural humility, care and respect.
- Deploy services through evidence-based practices in violence intervention and prevention.
- Provide and assemble a team that is trained to be responsive to the unique needs of the affected population.

The work shall comply with the Antioch municipal codes, State laws and BSCC grant requirements.

### **QUARTERLY PROGRESS REPORTS**

Grant award recipients are required to submit quarterly progress reports (QPRs) to the City of Antioch. QPRs are a critical element in the City of Antioch's monitoring and oversight process. Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to the withholding of funds. The quarterly report shall comply with all BSCC outlined grant requirements. The selected CBO will submit quarterly progress reports in a format prescribed by the BSCC to the City of Antioch. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the schedule.

### **MINIMUM QUALIFICATIONS**

1. Demonstrated experience and participation in a publicly funded program with grant requirements.
2. Experience working with best practices around violence prevention and intervention models that focus on those individuals at the highest risk of being a perpetrator or victim of gun violence for a minimum of 3 years.

3. Direct service experience serving communities impacted by homicides, shootings, and aggravated assaults.
4. Successfully collect, track, and interpret data over the three-year grant period, in preparation for submitting quarterly reports and final evaluation report at the end of the grant period to the City of Antioch.
5. Experience with developing prevention and restorative approaches to public safety. networks of youth service providers, with specialization in record expungement, trauma- informed care, and case management at the local County and/or state level.
6. Successful experience conducting community outreach and engagement activities for new program startups.
7. Working knowledge assessment tools and methods.
8. Administrative and staff capacity to document expenditures and perform program reporting.

### **SUBMITTAL REQUIREMENTS**

Please include the following information in the proposal submittal:

- Introduction and Description – Provide a program description conveying an understanding of the issues and how the organization meets the minimum qualifications. Include a summary paragraph of the overall proposed approach, including how this program aligns with your organization’s values and capacity.
- Staffing Model for Program Management and Other Support Personnel – Provide an organizational chart with identified positions. Detail key individuals to be assigned to the program, their qualifications and respective roles. If subcontractors will be used in addition to a lead organization, the subcontracted positions and duties shall be clearly identified, and the resumes of proposed staff provided.
- Related Experience and References - Provide a list of 2 references, including the scope of work performed and contact information. Place emphasis on projects and services delivered to cities and communities.
- Availability – Identify the window of time indicating availability to start the program. The selected organization will be required to enter a written contract with the City of Antioch in a form approved by the City Attorney. It is expected that work will commence upon award of contract.
- City’s Services Contract – Identify any sections of the City’s sample agreement (Attachment B) that pose significant concerns and would require negotiation/modification to be acceptable.
- Estimated Budget – Provide an estimated budget for services proposed in the potential scope of work. The budget will be reviewed to determine if the proposed fees and costs are fair and reasonable.

### **PROPOSAL DUE DATE AND SUBMISSION INSTRUCTIONS**

All correspondence shall be transmitted electronically to the attention of Tasha Johnson, Public Safety and Community Resources Director, at [tjohnson@antiochca.gov](mailto:tjohnson@antiochca.gov) . The letter of interest and proposal shall be submitted as an Adobe Acrobat PDF file. The maximum number of attached pages (each printed side equals one page) shall not exceed: **8 pages**. When emailing, please identify “CalVIP RFQ” in the subject line.

Respondents are solely responsible for any costs and expenses arising out of or related to their participation

in this RFQ process.

### **QUESTIONS**

Questions can be submitted in writing to the attention of Tasha Johnson, Public Safety and Community Resources Director, at [tjohnson@antiochca.gov](mailto:tjohnson@antiochca.gov) no later than April 4, 2023. Responses will be posted on the city website by no later than April 7, 2023.

### **EVALUATION OF PROPOSALS**

Written proposals will be reviewed and ranked based on the evaluation criteria referenced in Attachment A. The City reserves the right to interview all organizations or only those which are top ranked and short listed.

The City may, in its sole discretion, conduct negotiations with respondents and request best and final offers.

### **BASIS OF AWARD**

The City intends to award a contract to the responsive and responsible respondent whose proposal is determined to be the best overall value to the City based on the evaluation criteria outlined herein. After a respondent is selected, the award of a contract (agreement) is contingent upon the successful negotiation of terms, acceptability of fees, and formal approval by the City Council.

### **IMPORTANT DATES**

Applicants Questions	April 4, 2023 at 4PM
Response to Applicants' Questions	April 7, 2023 at 5PM
Proposal, Rate Schedule & Budget Deadline	April 18, 2023 at 4PM in electronic form Contract
Award	**June 1, 2023

\* The City may, at its discretion, request interviews from one or more respondents. No respondent shall be entitled to or otherwise guaranteed an interview with the City.

\*\* Tentative, following authorization by the Antioch City Council.

### **CITY RIGHTS**

The City may investigate the qualifications of any respondent under consideration, require confirmation of information furnished by a respondent, and require additional evidence of qualifications to perform the Scope of Work described in this RFQ. The City reserves the right to:

1. Accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals or this RFQ process;
2. For any reason, withdraw, amend or cancel this RFQ, or any part hereof at any time without prior notice and the City makes no representations that any contract will be awarded pursuant to this RFQ;
3. Postpone opening of proposals for its own convenience;
4. Release the proposals received as public information, upon request after award (submitted proposals are not to be copyrighted);

5. Appoint an evaluation committee to review proposals;
6. Approve or disapprove the use of particular subcontractors;
7. Establish a short list of respondents eligible for interview after review of written proposals;
8. Negotiate with any, all or none of the respondents.

Should the City and the applicant not be able to reach an agreement as to the contract terms within a reasonable timeframe, the City may terminate the negotiations and begin negotiations with the next most qualified applicant within the funding sub-strategy, as identified and selected based on the review panels scores and additional factors, and proceed down the list of qualified applicants as necessary until an agreement is reached or the list is exhausted.

The City will enter performance-based contracts with successful applicants, meaning the City and the applicant will agree on a set of service deliverables/benchmarks, and payment will be contingent on grantees attaining those deliverables/benchmarks. Payment will also be contingent on grantees spending of funds in alignment with the agreed-upon budget.

#### **ATTACHMENTS**

A: Evaluation Criteria

B: City of Antioch Sample Agreement



## **ATTACHMENT A EVALUATION CRITERIA**

City staff will review submissions to ensure that all required elements were submitted based on the directions included in this RFQ by the submission deadlines. Applications that are complete and comply with the RFQ requirements will be reviewed and scored by outside reviewers with expertise in the relevant service areas. Reviewers will score proposals based on a 100-point scale (see below for scoring criteria). The average score (from all reviewer scores) will determine initial ranking of submissions by sub-strategy. All applicants who score above 70 will be deemed qualified for funding under the RFQ. Not all applicants who are deemed qualified will be recommended for initial funding. Qualified applicants may be recommended for funding in the initial contract period and/or may remain on the qualified list for consideration if additional funding is secured through state/federal grants, philanthropy partners, or other means.

Following review, applicants will be notified of preliminary funding recommendations via email. Staff will forward funding recommendations to the City Council for review. City Council approves all final funding decisions.

### **EVALUATION OF PROPOSALS**

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The following criteria will be used by reviewers to evaluate the proposals for a total of 100 points.

#### **Agency Overview      (Not Scored)**

- Demonstration of agency's years providing services in Oakland and race and gender of Agency leadership and Board of Directors.
- If applicable, demonstration of above for sub-grantees/partner agencies
- Indication of intended sub-strategy priority population.
- Indication of Oakland neighborhoods agency has connection to.

#### **Relevant Experience      (30 points)**

- Demonstrated experience and participation in a publicly funded program with grant requirements.
- Experience working with best practices around violence prevention and intervention models that focus on those individuals at the highest risk of being a perpetrator or victim of gun violence for a minimum of 3 years.
- Direct service experience serving communities impacted by homicides, shootings, and aggravated assaults.
- Successfully collect, track, and interpret data over the three-year grant period, in preparation for submitting quarterly reports and final evaluation report at the end of the grant period to the City of Antioch.
- Experience with developing prevention and restorative approaches to public safety. networks of youth service providers, with specialization in record expungement, trauma- informed care, and case management at the local County and/or state level.
- Successful experience conducting community outreach and engagement activities for new program startups.
- Working knowledge assessment tools and methods.

- Administrative and staff capacity to document expenditures and perform program reporting.

#### **Qualifications (35 points)**

- Staffing and management roles are clearly defined and appropriate to program, with identified plan for supervision and support of direct service staff.
- Professional background and qualifications of team members proposed to deliver services and manage the program demonstrate necessary skills, including cultural and gender competence and language capacity as needed.
- Ability to engage families, caregivers, and/or other community support systems.
- Appropriate formal/informal partnerships to strengthen service delivery.
- Capacity to use a participant database to inform and monitor service delivery.

#### **Project Approach (25 points)**

- A clear and specific outline of the proposed services that reflects the program objectives and needs described in the RFP.
- Clearly articulated understanding of how service activities will lead to intended outcomes and contribute to broader citywide efforts to reduce violence.
- Ability to identify potential challenges and suggest possible solutions.
- Track record of using data and evaluation to inform and improve services.

#### **Completeness of Submission (10 points)**

- Introduction and Description – Provide a program description conveying an understanding of the issues and how the organization meets the minimum qualifications. Include a summary paragraph of the overall proposed approach, including how this program aligns with your organization's values and capacity.
- Staffing Model for Program Management and Other Support Personnel – Provide an organizational chart with identified positions. Detail key individuals to be assigned to the program, their qualifications and respective roles. If subcontractors will be used in addition to a lead organization, the subcontracted positions and duties shall be clearly identified, and the resumes of proposed staff provided.
- Related Experience and References - Provide a list of 2 references, including the scope of work performed and contact information. Place emphasis on projects and services delivered to cities and communities.
- Availability – Identify the window of time indicating availability to start the program. The selected organization will be required to enter a written contract with the City of Antioch in a form approved by the City Attorney. It is expected that work will commence upon award of contract.
- City's Services Contract – Identify any sections of the City's sample agreement (Attachment B) that pose significant concerns and would require negotiation/modification to be acceptable.
- Estimated Budget – Provide an estimated budget for services proposed in the potential scope of work. The budget will be reviewed to determine if the proposed fees and costs are fair and reasonable.

**ATTACHMENT B**  
**SAMPLE AGREEMENT**



CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND

\_\_\_\_\_ [NAME OF CONSULTANT]

THIS AGREEMENT ("**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ (**"Effective Date"**) by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and \_\_\_\_\_ with its principle place of business at \_\_\_\_\_ ("**Consultant**") as of \_\_\_\_\_, 202\_\_\_\_. City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties.**"

**SECTION 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A attached hereto and incorporated herein at the time and place and in the manner specified therein ("**Services**"). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on \_\_\_\_\_, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

**1.2 Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.

**1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

**1.4 Time.** Consultant shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**SECTION 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \_\_\_\_\_, notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments

from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services; and,
- The Consultant's signature.

## **2.2 Payment Schedule.**

**2.2.1** City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B and incorporated herein], for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

**2.2.2** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City a final invoice, if all services required have been satisfactorily performed.]

**2.3 Total Payment.** City shall pay for the Services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

**2.4     Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

**2.5     Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:

\_\_\_\_\_

**2.6     Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.7     Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed from the Contract Administrator.

**SECTION 3.     FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**SECTION 4.     INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

**4.1     Commercial General Liability (CGL).** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad,

or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

**4.2 Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**4.3 Workers' Compensation Insurance.** Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

**4.4 Professional Liability (Errors and Omissions).** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**4.5 Other Insurance Provisions.** Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

**4.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.5.2 Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**4.5.4 Waiver of Subrogation.** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

**4.5.5 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**4.5.6 Claims made policies.** If any of the required policies provide claims-made coverage:

**4.5.6.1** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

**4.5.6.2** Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

**4.5.6.3** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**4.6 Certificate of Insurance and Endorsements.** Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**4.7 Subcontractors.** Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

**4.8 Higher Limits.** If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**4.9 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

**4.10 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise, any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Consultant under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

## **SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

**5.1** To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees,



subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

**5.1.1** Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

**5.2** By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

## **SECTION 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the manner or means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**6.2 Consultant Not Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **SECTION 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the Services.

**7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to

practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

**7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Section in any subcontract approved by the Contract Administrator or this Agreement.

**7.6 California Labor Code Requirements.** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

## **SECTION 8. TERMINATION AND MODIFICATION.**

**8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement only for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for Services performed satisfactorily to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

**8.2     Extension.** City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3     Amendments.** The parties may amend this Agreement only by a writing signed by all the Parties.

**8.4     Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5     Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6     Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**8.6.1**     Immediately terminate the Agreement;

**8.6.2**     Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

**8.6.3**     Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **SECTION 9.     KEEPING AND STATUS OF RECORDS.**

**9.1     Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that

the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

**9.2 Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

**9.3 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant.

**9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

**9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

**10.1 Venue.** In the event either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

**10.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**10.5 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**10.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by \_\_\_\_\_ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.** Any written notice to Consultant shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any written notice to City shall be sent to:

Public Safety & Community Resources  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007  
Attn: City Attorney

**10.11 Integration.** This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**CITY:**

CITY OF ANTIOCH

\_\_\_\_\_

Cornelius H. Johnson, City Manager

Attest:

\_\_\_\_\_

Elizabeth Householder  
City Clerk

Approved as to Form:

\_\_\_\_\_

Thomas Lloyd Smith, City Attorney

**CONSULTANT:**

[NAME OF CONSULTANT]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]*

EXHIBIT A  
SCOPE OF WORK

EXHIBIT B

PAYMENT SCHEDULE