



OFFICE OF THE
CITY MANAGER

CITY OF SACRAMENTO
CALIFORNIA

CITY HALL
ROOM 101
915 I STREET
SACRAMENTO, CA
95814-2684

September 29, 1989

916-449-5704

Joint Budget & Finance and
Transportation & Community Development Committees
Sacramento, California

Honorable Members In Session:

Subject: **Anti-Drug and Gang Initiative Study**

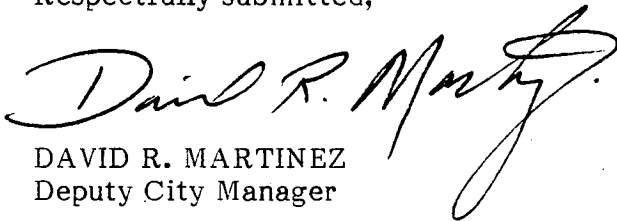
SUMMARY

This report recommends that the Budget & Finance and the Transportation & Community Development Committees, meeting jointly, review and approve for full City Council action, the attached report concerning a Request for Proposal (R.F.P.) for an Anti-Drug & Gang Initiative Study.

RECOMMENDATION

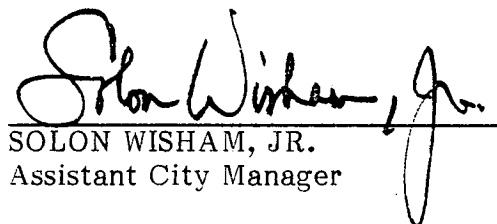
It is recommended that the Joint Committees review and approve for full City Council action the attached report concerning a Request For Proposal for an Anti-Drug and Gang Initiative Study and the transfer of \$75,000.00 from the City's General 101-710-7012-4999 to the City Manager's Office 101-030-0300-4258 for the cost of the Study.

Respectfully submitted,


DAVID R. MARTINEZ
Deputy City Manager


WALTER M. THOMPSON
Citizens Assistance Officer

RECOMMENDATION APPROVED:



SOLON WISHAM, JR.
Assistant City Manager

All Districts
October 10, 1989

Contact Person: David R. Martinez
Deputy City Manager
449-5704



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September 29, 1989

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City Council
Sacramento, California

Honorable Members In Session:

Subject: **Anti-Drug and Gang Initiative Study**

SUMMARY

This report recommends that the City Council approve the release of the attached Request for Proposal for an Anti-Drug & Gang Initiative Study and the transfer of \$75,000.00 from the General Fund Administrative Contingency to the City Manager's Office for the cost of the Study.

BACKGROUND

On June 27, 1989, the City Council approved the concept of funding in the amount of \$75,000.00 for an Anti-Drug and Gang Initiative Study. The purpose of this Study is to accomplish the following:

1. Identify the magnitude of the drug and gang problem by geographic areas in the City of Sacramento.
2. Compile a comprehensive list of all City and non-City agencies and programs which are working to combat the drug and gang problem in Sacramento or providing alternate activities.
3. Provide alternatives for the City to establish an anti-drug and gang strategy. This should include staffing, funding resources, (City and non-City, organizational location and function).
4. Design a comprehensive public education program strategy to accompany the Anti-Drug and Gang Initiative Study; and establish a timeline for the implementation of the program.
5. Recommend a networking strategy with existing anti-drug and gang programs to enable the City to bring all task force, group, crime prevention, organizations, etc. into a comprehensive and unified structure.

The R.F.P. was prepared in consultation with the City Attorney's Office and the Sacramento Police Department Narcotics Division.

FINANCIAL DATA

This report recommends the transfer of \$75,000.00 from the General Fund Administrative Contingency to the City Manager's Office for the funding of an Anti-Drug and Gang Initiative Study. The balance in the General Fund Administrative Contingency is approximately \$850,000.00.

POLICY CONSIDERATION

None at this time.

MBE/WBE EFFORTS

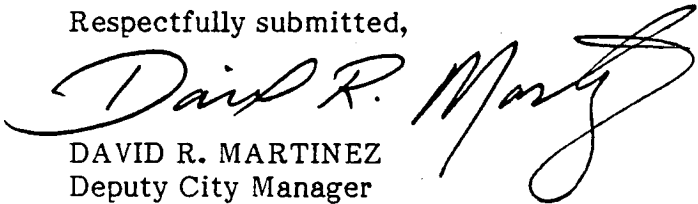
In conformance with the Small Business Economic Opportunity program, we are recommending that these types of businesses be targeted.

RECOMMENDATION

It is recommended that the City Council, by resolution, approve:

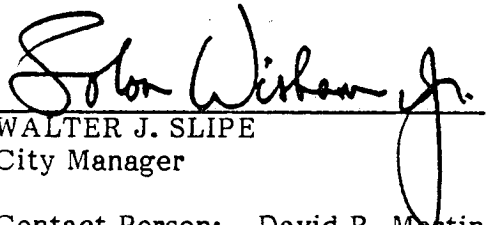
1. the release of the attached R.F.P. for a Anti-Drug and Gang Initiative Study; and
2. the transfer of \$75,000.00 from the General Fund Administrative Contingency to the City Manager's Office for the cost of the Study.

Respectfully submitted,


DAVID R. MARTINEZ
Deputy City Manager


WALTER M. THOMPSON
Citizens Assistance Officer

RECOMMENDATON APPROVED:

for: 
WALTER J. SLIPE
City Manager

October 10, 1989
All Districts

Contact Person: David R. Martinez
Deputy City Manager
449-5704

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION APPROVING THE RELEASE OF THE REQUEST FOR PROPOSAL FOR AN ANTI-DRUG AND GANG INITIATIVE STUDY AND AMENDING THE CITY OPERATING BUDGET FOR FY 1989-90 BY \$75,000.00

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. the attached Request for Proposal for an Anti-Drug and Gang Initiative is hereby released; and
2. an increase in appropriations is approved for the Anti-Drug and Gang Initiative Study; and
3. the City operating budget for FY 1989-90 is hereby amended by transferring \$75,000.00 from the General Fund Administrative Contingency as follows:

101-710-7012-4999	<75,000.00>
101-030-0300-4258	\$75,000.00

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

CITY OF SACRAMENTO
REQUEST FOR PROPOSAL

ANTI-DRUG & GANG INITIATIVE

ISSUED BY:

CITY OF SACRAMENTO
OFFICE OF THE CITY MANAGER



OFFICE OF THE
CITY MANAGER

CITY OF SACRAMENTO
CALIFORNIA

CITY HALL
ROOM 101
915 I STREET
SACRAMENTO, CA
95814-2684

September 29, 1989

916-449-5704

Potential Consultant:

The City of Sacramento City Manager's Office invites you to submit a proposal to prepare the City's Anti-Drug and Gang Initiative Study. A complete description of our request is contained in the enclosed Request For Proposal (RFP).

The goal of this proposed study is to:

1. Identify the magnitude of the drug and gang problem by geographic areas in the City of Sacramento.
2. Compile a comprehensive list of all City and non-City agencies and programs which are working to combat the drug and gang problem in Sacramento or providing alternate activities.
3. Provide alternatives for the City to establish an anti-drug and gang strategy. This should include staffing, funding resources, (City and non-City, organizational location and function).
4. Design a comprehensive public education program strategy to accompany the Anti-Drug and Gang Initiative Study; and establish a timeline for the implementation of the program.
5. Recommend a networking strategy with existing anti-drug and gang programs to enable the City to bring all task force, group, crime prevention, organizations, etc. into a comprehensive and unified structure.

Any inquiries concerning this RFP should be submitted in writing to the Citizens Assistance Officer in the City Manager's Office, 915 "I" Street, Room 101, Sacramento, CA 95814. All written and verbal questions concerning the project description and Scope of Work will only be answered at the Pre-proposal Conference scheduled for October 20, 1989 at 2:00 p.m. Proposals are due no later than November 21, 1989 at 10:00 a.m.

Please read this RFP thoroughly and submit your proposal as required. Submitted sample documents will be returned at the conclusion of the consultant selection process. I may be reached at (916) 449-5704 if you have questions regarding this RFP.

Thank you,

WALTER M. THOMPSON
Citizens Assistance Officer
City Manager's Office

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SECTION ONE

ADMINISTRATIVE INFORMATION

SECTION ONE
ADMINISTRATIVE INFORMATION
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SECTION ONE

ADMINISTRATIVE INFORMATION

1.1 REQUEST FOR PROPOSALS (RFP)

The City of Sacramento invites proposals from experienced, qualified consultants to prepare an Anti-Drug and Gang Initiative Study.

1.2 RFP ISSUE DATE

1.3 ISSUING AGENCY

City of Sacramento - City Manager's Office
915 "I" Street, Room 101
Sacramento, CA 95814

1.4 KEY ACTION EVENTS AND PROJECTED DATES

Release of RFP	10/10/89
Proposal Conference	10/25/89
Proposals submitted to City from consultants	11/21/89
Recommendation of selected consultant to City Council	12/14/89
Notification of award and agreement execution (sign contract)	12/27/89
Draft Plan Due	05/31/90
Final Plan Due	09/26/90
City Council Hearing(s)	TBA

NOTE: The City of Sacramento reserves the right to modify the above dates. Any changes will be forwarded in writing to all potential consultants. (see Tentative Schedule in Appendix A)

1.5 DEFINITION OF TERMS

1.5.1 Potential Consultant

A firm to whom the City has sent a copy of this RFP.

1.5.2 Consultant

A firm which proposes to provide consulting services to prepare the proposed Anti-Drug and Gang Initiative Study.

1.5.3. Contractor

The successful consultant which executes an agreement to provide the goods/services described in the RFP.

1.5.4. City

City of Sacramento

1.5.5 Project

The proposed Anti-Drug and Gang Initiative Study.

1.6 NUMBER OF DOCUMENTS

Consultant shall provide the following documents to the City:

Draft Study	-	1 Camera Ready Master
Final Study	-	1 Camera Ready Master Original

1.7 NUMBER OF FORUMS, MEETINGS AND PUBLIC HEARINGS

Consultant shall attend: (minimum)

5 Community Forums

- A. Meadowview area
- B. North Sacramento (Del Paso Heights)
- C. Oak Park
- D. Downtown
- E. South Sacramento

1 Council Advisory Meeting (Joint Budget & Finance and Transportation & Community Development Committees)

1 Council Public Hearing

1 Council Meeting

1.8 PROGRESS REPORTS

CONSULTANT shall submit four (4) progress reports at the points of the process identified in the plan's tentative schedule (appendix A). The CONSULTANT(S) shall submit these reports to the project manager (Citizens Assistance Officer), the report shall include significant achievements and problems which may have a potential effect on schedule or costs. They should be sufficiently detailed to assure whether the direction being pursued is consistent with the budget, scope of work, and tentative schedule.

1.9 NOTICES

The CITY will prepare all mailing labels, public notices, and press releases related to the project.

1.10 SUPPORT DOCUMENTATION

Supporting documentation including study models, maps, videos, and text shall be submitted with the final document.

SECTION TWO

RULES GOVERNING COMPETITION

SECTION TWO
RULES GOVERNING COMPETITION
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SECTION TWO
RULES GOVERNING COMPETITION

2.1 INSTRUCTIONS TO CONSULTANTS FOR PREPARING AND SUBMITTING PROPOSALS

2.1.1 Mail or Deliver Proposals to:

City Clerk
City of Sacramento
915 "I" Street, Room 304
Sacramento, CA 95814

2.1.2 Date of Submission

The proposal must be submitted in (8) copies and received by the City Clerk at the above address not later than 10:00 am on November 21, 1989.

2.1.3 Economy of Preparation

The proposal should be prepared simply and economically, providing straightforward, concise delineation of the consultant's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays and promotional material, etc., are neither necessary nor desired. However, technical literature about the consultant's experience and qualifications may be included. The emphasis should be on completeness and clarity of content. To expedite the evaluations, it is essential that specifications and instructions contained in the Proposal Instructions are conformed to exactly as outlined in Section Four. The evaluation process will not provide credit for capabilities which are not clearly shown in the written proposal.

2.1.4 Cost

All Consultants must include a pricing section which contains all the price elements described in Section Four.

2.1.5 Project Schedule

A detailed project schedule must be included in the proposal. The final completion date for the project is September 26, 1990. The Contractor will be responsible for adhering to the target dates as established by agreement for completion.

2.2 CONTACT BETWEEN CONSULTANT AND CITY

2.2.1 Questions

Inquiries concerning any aspect of this RFP and agreement award should be submitted in writing no later than October 29, 1989 to:

City of Sacramento - Anti Drug & Gang Initiative Study
Citizens Assistance Officer/Project Manager
915 "I" Street, Room 101
Sacramento, CA 95814
Telephone: (916) 449-5704

1

A Pre-proposal Conference will be held at the above address in the City Council Chambers on October 20, 1989 at 2:00 p.m., in Sacramento, California for all interested potential consultants. The City's project manager will be available during this meeting to present and overview of the requirements and to respond to questions. Written and verbal questions regarding the project description and scope of work will be answered during the Pre-proposal Conference. No questions will be answered after the Pre-proposal Conference.

After agreement award, contact will be made with the Project Manager for the City of Sacramento.

2.2.2 Interpretation of Documents

If any Potential Consultant contemplating submitting a proposal is in doubt as to the true meaning of any part of the RFP or other proposed agreement documents, it may submit to the City a written request for any interpretation thereof. Replies to inquiries will be published in the form of an addendum. The City will not be responsible for oral or other explanations for interpretations of the documents.

Errors or omissions in the RFP, if the work is reasonably implied, shall be construed as being inconsequential and the work reasonably implied shall be deemed to be required as a part of the general agreement without addition by the City.

2.2.3 Addenda and Supplements to RFP

If it becomes necessary to revise any part of this RFP, addenda to the RFP will be provided to all Potential Consultants.

2.2.4 Withdrawals of Proposals

Unauthorized conditions, limitations, or provisions attached to a proposal will render the proposal informal and may cause rejection. No oral, telegraphic or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the Consultant without prejudice to itself prior to, but not after the time fixed for submission of proposals, provided that the request is in writing, has been executed by the Consultant or its duly authorized representative, and has been filed with the Project Manager.

2.2.5 Extension of Time

If a Potential Consultant needs an extension of time to prepare the proposal, a request should be forwarded in writing within seven (7) days of the issuance of this RFP. The request should be directed to the Project Manager. Granting of an extension will be based on the number of such requests, and the reason for each request. In the event of an extension, all Potential Consultants will be notified immediately. The City reserves the right to adhere to its original schedule.

2.2.6 Consultant Presentations

Presentations by Consultants who have submitted proposals may be scheduled at the discretion of the City's proposal evaluation committee.

2.3 REQUIREMENTS ESTABLISHED BY THE CITY

2.3.1 Late Proposals

Any proposal received after the specified due date and time will be rejected.

2.3.2 Rejection of Proposal

It is recognized that each Potential Consultant may have developed its own typical methods of service delivery. It is not the City's intention to disqualify a Consultant due to variations in service delivery that do not affect quality and performance. Any proposal offering professional services of equivalent or better quality and performance to that requested, which provides the necessary service, will receive full consideration for the award.

The City of Sacramento reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City. THE CITY OF SACRAMENTO MAY NOT AWARD AN AGREEMENT SOLELY ON THE BASIS OF THIS REQUEST FOR PROPOSALS AND WILL NOT PAY FOR THE INFORMATION SOLICITED OR OBTAINED. The information obtained will be used in determining the proposal that best meets the City's needs.

The City of Sacramento reserves the right to approve the choice of subcontractor(s) by the Consultant.

Non-acceptance of any proposal will be devoid of any criticism of the proposal and any implication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal or alternative was deemed to be more advantageous to the City of Sacramento.

All material submitted which has not been clearly designated as proprietary information becomes the property of the City of Sacramento and may be returned only at the City's option.

Proposals submitted become the property of the City of Sacramento and may be reviewed and evaluated by any persons at the discretion of the City.

2.3.3 Consultant's Cost

Costs for developing proposals are entirely the responsibility of the Consultant and shall not be chargeable in any manner to the City of Sacramento.

2.3.4 City Use of RFP Ideas

The City of Sacramento reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.

2.3.5 Acceptance of RFP Content

Any Consultant submitting a proposal shall, by the placing of such a proposal, thereby automatically agree to each and all of the terms, conditions, provisions and requirements set forth and contemplated in this Request for Proposal and other agreement documents. The City's "General Provisions" to the extent that these are not already included in this RFP will be addressed in the final negotiated agreement and are included as Appendix "A" herein incorporated by reference.

2.3.6 Acceptance of Content

The contents of the proposal of the successful Consultant will become contractual obligations. Failure of the successful Consultant to accept these obligations in a contractual agreement may result in cancellation of the award.

2.3.7 Agreement Negotiations

Agreement negotiations will be undertaken simultaneously with the proposal evaluation for the finalists as determined by the City.

2.3.8 General Conditions

The general instructions and technical requirements outlined in this document set shall be applicable to all work performed by the Contractor throughout the agreement period.

The Contractor shall furnish all equipment, facilities, labor, supervision, and all other required materials and services.

2.3.9 RFP Documents

Should any error appear in the RFP documents, Consultant shall notify Citizens Assistance Officer, Project Manager at (916) 449-5704.

2.3.10 Insurance

The City's General Insurance Provisions are included in Appendix "A" and are herein incorporated by reference. The Contractor shall not commence work until it has obtained all the insurance required under this section and until such insurance has been approved by the City nor shall the Contractor allow any subcontractor to commence work until the subcontractor has obtained insurance required of the Contractor herein and such insurance has been approved unless the subcontractor's work is covered by the protections afforded by the Contractor's insurance.

The Contractor shall furnish to the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement naming City as an Additional Insured must accompany the certificate of insurance.

2.3.11 Changes

The City shall have the right at all times to require changes in, additions to, or omissions from the work contemplated by the agreement documents, and the same shall in no way make void the agreement. Changes, additions or omissions so required shall be made only pursuant to a written change order bearing the acceptance endorsement of the Contractor.

2.3.12 Contractor Responsibilities

The Contractor must commit a professional staff and an experienced Project Manager who will be responsible to coordinate the services with the City's Project Manager.

Service shall be the best of its respective kind. All professionals shall be especially skilled, thorough, and concise in all respects.

2.3.13 Licenses

The Contractor shall be required to obtain any necessary licenses and shall comply with all local codes and ordinances without cost to the City.

2.3.14 Non-Waiver of Defaults

Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions of the agreement shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of the City to avail itself of such remedies as it may have for any breach of the terms and conditions.

2.3.15 Non-Appropriation of Funds

Any agreement resulting from this RFP is subject to appropriation of funds (by the City Council).

2.3.16 Word Processing

Selected consultant shall make available to the City a diskette of the proposed scope of work in Word Perfect V or other software that can be translated to Word Perfect V without additional cost to the City.

2.4 EVALUATION PROCESS

2.4.1 General

An evaluation team will evaluate all proposals received. All requirements identified in this RFP must be satisfied to insure that a proposal will qualify for consideration.

A point evaluation system will be used to rank the proposals. Evaluation categories include, but are not necessarily limited to: comprehensiveness and detail of analysis, workability of methodology and cost. At the completion of the evaluation, a total point value will be compiled for each proposal. The recommendation will not necessarily be given on the lowest price proposed, nor the highest total point value.

2.4.2 Consultant Appraisal

The City may, at any time, investigate the Consultant's ability to deliver the service proposed. Consultant(s) may be asked to furnish additional information about the firm and its work on similar Plans. Consultant(s) may choose not to submit information in reply to such requests and may be eliminated from further evaluation at that time.

The City is extremely interested in Consultant experience in performing comparable work with current or previous customers; its business and technical organization; its staffing and personnel turnover (especially in technical areas); its customer list; its financial statement of resources for current and past periods; or other relevant information.

The City may reference sources of information that are not supplied by the Consultant concerning its abilities. Such sources may include, for example, current or past customers of the Consultant that the City may discover; the Consultant's current or past suppliers; articles from published sources such as industry newsletters; or from non-published sources made available to the City.

2.4.3 Evaluation Questions

During the evaluation and selection process, the City may desire the presence of a Consultant's representative to make a brief presentation and answer specific questions the City may ask of the Consultant. Notification of any scheduled time for this purpose will be given as necessary.

2.5 AGREEMENT PROCESS

2.5.1 Discussions with Reasonably Qualified Consultants

After selection of reasonably qualified Consultants the City may enter into discussions concerning the process proposed. These discussions will be on an individual basis and will serve to clarify and resolve any issues determined appropriate by the City after reviewing the proposal. The City and the Consultant will review in detail all aspects of the City's requirements and the proposal. During the review of these the Consultant may offer and the City may accept revision in the proposal.

2.5.2 Best and Final Offers

Consultants will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions will be permitted after proposal submissions and prior to award for the purpose of obtaining best and final offers. In addition, the Consultant must provide a written guarantee that there will be no additional cost to the City for materials and labor necessary to meet the intent of this specification and agreement documents.

2.5.3 Consultant Recommendation

The City Manager's Office will recommend award to be made to the responsible Consultant whose proposal is determined by the City to be the most advantageous bid, taking into consideration the relative importance of price and other evaluation factors.

2.5.4 Agreement

The proposal will not constitute an agreement, but, rather, will supply provisions which will, if accepted, be incorporated by reference into an agreement between the parties.

- All material submitted with the proposal shall be considered a part of the proposal and will be incorporated into the agreement to the extent accepted by the City. Responses to questions that occur during the proposal evaluation period will also be included as part of the agreement. The requirements of the RFP (as amended by accepted exceptions and clarifications), the proposal options selected by the City and other provisions negotiated between the City and the successful Consultant will also be incorporated into the agreement.

The agreement shall consist of the accepted portions of the proposal, the requirements of the RFP (as amended by accepted exemptions and clarifications), the proposal options selected by the City and other provisions negotiated between the City and the successful Consultant. In addition, all material submitted with the proposal shall be considered a part of the proposal and will be incorporated into the agreement to the extent accepted by the City.

2.5.5 Execution of Agreement

No agreement shall be binding on the City until it has been approved as to form by the City Attorney and executed by the City Manager. Further, no agreement for this project may be signed by the City without the authorization of the Sacramento City Council.

2.5.6 Method of Payment

The City intends to negotiate a payment plan to be included in the agreement.

The Contractor shall submit invoices for its services based upon the payment plan agreed upon and made a part of the agreement. Appropriate supporting data shall accompany each statement. Payment of invoices shall be made by the City as promptly as possible from the presentation date. In the event, however, the City takes exception to any invoiced item, the City shall pay the remainder of the invoice after having deducted the excepted amount(s). As promptly as practical, the City shall provide the Contractor with a written explanation for the exception.

2.6 PERFORMANCE

2.6.1 Time is of the Essence

Time is of the essence for the completion of all work under the agreement.

2.6.2 Completion of Performance

Performance will not be considered completed until the final Anti-Drug & Gang Initiative Study is adopted by City Council.

2.6.3 Default

If the Contractor fails to satisfactorily complete the study within the time specified in the agreed upon performance schedule through the fault of the Contractor, the City reserves the right to terminate the agreement as set forth herein or to permit continuation of the agreement with assessment of liquidated damages.

2.6.4 Liquidated Damages

The City contemplates negotiating a Liquidated Damages clause with the successful Consultant. The Contractor shall not be liable for damages because of any delay in the performance of the work due to unforeseeable causes beyond the control and without the fault of negligence of the Contractor including, but not restricted to, acts of God or of the public enemy, acts of the government, fires, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors or supplies due to such causes.

2.6.5 Change Orders

The Agreement Time and or Agreement Price may only be changed by a Change Order executed in writing by the City and the Contractor. Any claim for an extension in the Agreement Time or adjustment of the Agreement Price shall be based on written notice delivered to the City within five (5) days of the occurrence of the event giving rise to the claim. Notice of the claim with supporting data shall be delivered to the City within ten (10) days of such occurrence unless the City allows an additional period of time to ascertain more accurate data. Any changes in the Agreement Time and/or Price resulting from any such claim shall be incorporated in a Change Order.

2.6.6 Data Processing Programs

The CONSULTANT shall provide the CITY with all computer files utilized in developing the financial analysis. If these files cannot be converted to an IBM PC DOS, Lotus 123, or dBase III format, the vendor shall provide the CITY with software compatible with 286 IBM DOS computer.

2.7 LEGAL

2.7.1 Ownership of Technical Materials

All technical materials, including documents, drawings, prints, calculations, models, information stored on magnetic data storage media, videos, etc., prepared specifically for the City in connection with the services of the Contractor under the Agreement shall become the property of the City and will be turned over, as directed, to the City upon completion of the project and final payment to the Contractor. The Contractor will retain reproducible copies of all such materials as instruments of service and shall have the unrestricted right to use these materials. The Contractor assumes full responsibility for such use of these materials and will indemnify and hold the City harmless from all claims, damages, losses or expenses, including without limitation, counsel fees and expenses and all costs of investigating and defending against claims resulting therefrom.

The City reserves the right to reproduce any and all documentations received from the Contractor after execution of the agreement, which are considered necessary for City purposes, despite any notice to the contrary appearing on the documentation. All other materials prepared or used by the Contractor shall, if deemed appropriate by the Contractor, be designated as proprietary by the Contractor and shall remain the sole property of the Contractor to the extent the City is permitted to preserve their confidentiality by law; provided, that the City shall have a non-exclusive royalty-free license to use such materials for the purpose contemplated by this agreement.

2.7.2 Liens

Before the final acceptance of the work and payment by the City, Contractor shall furnish to the City proper satisfactory evidence, under oath, that all claims for labor, equipment and materials employed or used in the work or provided under the agreement have been settled and no legal claim can be filed against the City for such labor, equipment and materials. If such evidence is not furnished to the City, such amounts as may be necessary to meet unsatisfied claims may be retained for monies due to the Contractor under this agreement until the liability shall be fully discharged.

2.7.3 Indemnification

The Consultant shall assume the defence of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the performance of this agreement by Consultant whether within or without the scope of this agreement. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by City.

2.7.4 Enforcement or Litigation Costs

The Contractor shall pay all costs and expenses that may be incurred by the City (1) in enforcing compliance by the Contractor with the provisions of the agreement, or (2) in defending any proceeding or suit brought against the City for violation by the Contractor of any law or ordinance, or (3) in defending any action or suit for which indemnification is required hereunder. If the City shall be, or be made, a party to any litigation with respect to any matter arising out of, or related to, the agreement as to which the Contractor is at fault or responsible, the Contractor shall pay all judgments, decrees and costs, including reasonable attorney's fees, incurred by or imposed upon the City in connection therewith.

2.7.5 Successors, Assignees and Subcontractors

The agreement shall be binding upon and inure to the benefit of the successors, heirs, executors, administrators, or legal representatives of each party.

Assignment or subcontract. Neither City nor the Contractor shall assign, subcontract or transfer any rights under or interest in (including, without limitation, monies that may become due to monies that are due) the agreement without the written consent of the other. No assignment, subcontract or transfer of rights will release or discharge a party from any duty or responsibility under this agreement.

2.7.6 Third Party Beneficiaries

The agreement is solely for the benefit of the City and the Contractor and shall not be interpreted to benefit any third party.

2.7.7 Termination

In the event the Contractor fails to comply with any provisions of the agreement, or if the progress or quality of the work is not in accordance with the requirements of the agreement, City may serve written notice thereof upon the Contractor, and if the Contractor fails within a period of fifteen (15) days thereafter to correct such failure, City may terminate the agreement upon written notice to Contractor. Upon receipt of notice of such termination, the Contractor shall cease performance of the agreement and shall deliver to City all completed or partially completed work and City shall determine and pay to the Contractor the amount due for satisfactory work which is usable by the City.

In the event City fails to comply with any provisions of this agreement, or if City fails to timely pay compensation due to the Contractor, the Contractor may serve written notice thereof upon City, and if City fails within a period of fifteen (15) days thereafter to correct such failure, the Contractor may terminate this agreement upon written notice to City. Upon such termination, the Contractor shall cease its performance of this agreement and when paid the amount due for such work, shall deliver to City all completed or partially completed work for the project.

Termination for abandonment or indefinite postponement. City also reserves the right to terminate this agreement at any time in the event it shall abandon or indefinitely postpone the project. Such termination shall be accomplished by written notice to that effect delivered to the Contractor. Upon receipt of such notice, the Contractor shall immediately cease work and deliver to City all completed or partially completed work.

Payment to the Contractor shall be made for all satisfactory work performed prior to receipt by the Contractor of such termination notice and the Contractor shall have no claim for loss anticipated profits or any additional compensation.

2.7.8 Prohibition Against Contingent Fees

The Consultant by signing its proposal warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant or any of its affiliated or subsidiary companies to solicit or secure this agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm other than a bona fide employee working solely for the Consultant or any of its affiliated or subsidiary companies any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement.

2.7.9 Right to Require Performance

The failure of the parties at any time to require performance by the other party of any provisions of the agreement shall in no way affect the right of such party thereafter to enforce same. Nor shall waiver by any party of any breach of any provision of the agreement be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

2.7.10 Governing Law/Venue

The agreement shall be governed by the laws of the State of California and any suit arising out of any dispute thereunder shall be litigated in Sacramento County, California or the U.S. District Court for the Eastern District of California.

2.7.11 Notices

All notices, demands and other communications pertaining to agreement language required or permitted by the agreement shall be in writing, and delivered or mailed by certified mail, postage prepaid, addressed to the other party's principal place of business. Service of any notice shall be deemed complete upon delivery or mailing.

2.7.12 South Africa Policy

The Contractor must adhere to the City's South Africa policy as defined by Ordinance No. 86-126. Copies of the City's South Africa policy are available at a cost of \$2.75 from the City Clerk's office.

2.7.13 Minority Business Enterprise and Women-Owned Business Enterprise Program Policy

It is the policy of the City to encourage Minority Business Enterprise (MBE) and Women-Owned Business Enterprises (WBE) to submit proposals to the City.

SECTION THREE

DESCRIPTION OF THE
ANTI-DRUG & GANG INITIATIVE STUDY

SECTION THREE

DESCRIPTION OF THE ANTI-DRUG & GANG INITIATIVE STUDY

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SECTION THREE
DESCRIPTION OF THE ANTI-DRUG & GANG
INITIATIVE STUDY

GOAL

The goal of the proposed Anti-Drug and Gang Initiative Study is as follows:

1. Identify the magnitude of the drug and gang problem by geographic areas in the City of Sacramento.
2. Compile a comprehensive list of all City and non-City agencies and programs which are working to combat drug and gang problems in Sacramento, or are providing alternate activities.
3. Provide alternatives for the City to establish an anti-drug and gang strategy. This should include staffing, funding resources (City and non-City), organizational location and function.
4. Design a comprehensive public education program strategy to accompany the Anti-Drug and Gang Initiative Study; and establish a timeline for implementation of the program.
5. Recommend a networking strategy with existing anti-drug and gang programs to enable the City to bring all task force, citizen groups, crime prevention organizations, etc., into a comprehensive and unified structure.

SUMMARY

The Anti-Drug and Gang Initiative Study is needed to determine:

1. How statistically significant the drug (sales and use) and gang problem is within the City of Sacramento. Does it exist primarily in certain geographic areas of the City? Is it on the rise or decline in certain areas? What are the dimensions of the problem and how is it manifested? Do crime statistics reflect the perceived severity of the problem?
2. What is currently being done in Sacramento to address the problem of drugs and gangs? This study should seek to provide advice on how best to coordinate the various efforts that are currently underway to address the drug and gang problem. How can the City's effort help to better avoid unwanted duplication and overlap of anti-drug and gang efforts?
3. It had initially been suggested that the City hire drug and gang coordinators for each of the City Council districts. Alternatives to this approach need to be explored. For example, would it be more cost effective and programmatically viable to focus resources into the geographic areas of the City which are experiencing the most severe problems? The idea of forming a centralized anti-drug and gang staff unit which would respond only on a referral basis needs to be reviewed.

Another approach to evaluate is that of having an "Anti-Drug and Gang Czar" who oversees and coordinates existing resources (public and private). The efficacy of this approach needs study.

The most appropriate City department to house and staff anti-drug and gang activities needs to be addressed. All possible funding sources (City and non-City) need to be explored.

4. A timeline (including implementation phases) needs to be developed.
5. Mechanisms for bringing the different groups and organizations currently addressing gangs and drugs in Sacramento need to be established so that linkages and networks can be formed so as to avoid unwanted duplication of effort and overlap. In this light, some consideration should be given to formalizing the networks into a confederation or work group/task force. Also, a list of desirable services which are not currently offered should be presented.
6. A public education program strategy which highlights the dangers of drug and gang activities and supports alternatives to this activity needs to be developed.
7. Develop a methodology for evaluating the impact of strategy proposed by consultant.

LOCATION

The area to be covered by the study will be the incorporated city boundaries of the City of Sacramento. It is expected that information will be presented on a City-wide basis as well as by individual City Council districts. (see map of City with Council districts in Appendix A).

BACKGROUND

Sacramento, California is the Capital city of the sixth largest global economy and the third fastest growing City in the nation. With a population of nearly 340,000, Sacramento is the seventh largest City in California. Sacramento is a multi-ethnic/multi-racial community which has experienced many of the positive and negative aspects of being a growing urban area. One of the more serious problems facing Sacramento is increased drug and gang activities. The proposed Anti-Drug & Gang Initiative Study will provide the Sacramento City Council and City management staff with valuable information so that an effective and cost saving strategy to combat drug and gang activity can be implemented.

Current efforts to address the drug and gang problem have met with some success. However, it is intended that this study will enable a more comprehensive approach to addressing this problem to be carried out. There are some basic ideas behind this study which serve as the framework for development. These are:

1. There needs to be information provided on the magnitude of the problem.
2. There needs to be information made available on what is currently being done to address the problem.
3. Specific recommendations are needed on how best to organize the City's response to the drug and gang problem in the most effective and comprehensive manner possible.

Two further points of consideration which the study must address are: 1) how can citizen/community involvement in the proposed strategy be optimized; and, 2) how can a public education component be integrated as a central part of the implementation strategy.

The City has done some work in the anti-drug and gang area. One of the motivating factors behind the formation of the City-sponsored Meadowview Area Task Force was to address the problem of gangs and drugs in the Meadowview area. The experiences of the Meadowview Area Task Force should be reviewed and studied.

A Citizens Advisory Committee (CAC) will be appointed by the City Council to provide formalized citizen input to the study.

In addition, a committee comprised of staff from various City departments and outside professionals working in the anti-drug and gang area will also be formed. The Citizens Assistance Officer will serve as the liaison between these two groups and the consultant.

FINANCIAL INFORMATION

The City believes that the estimated cost to prepare the study will be \$75,000.00

SCOPE OF WORK

The Anti-Drug & Gang Initiative Study will be organized into several phases.

PHASE I

- A. Study magnitude of the problem area-wide. How big of a problem do we face in Sacramento? What is the growth rate of the problem? What areas are impacted directly and indirectly by drug and gang problems?
- B. Study of magnitude of drug and gang problem in specific geographic areas in the City. Are drug and gang related arrests more prevalent in certain City Council districts, certain residential areas?

PHASE II

- A. Review of City of Sacramento anti-drug and gang programs and activities.
 1. This should include all aspects (e.g., educating job training, housing, drug rehabilitation, etc.).
 2. Analysis of current resource allocation to anti-drug and gang programs in the City.

PHASE III

- A. Develop a reference catalog which identifies current and ongoing anti-drug and gang programs, task forces, citizen committees, community based organizations, etc.
 1. The catalog should also include the objectives, work programs and funding sources for these various efforts.

PHASE IV

- A. Develop a catalog of anti-drug and gang problems successfully operated in other local jurisdictions.
- B. Analyze resources devoted and coordination achieved in other local jurisdictions.
- C. Obtain advice and guidance from other program coordinators.

PHASE V

- A. Develop alternative and recommended methods of maximizing the efforts of current programs in responding to the problems of drugs and gangs.

- B. Develop recommendations for coordination by the City of anti-drug and gang programs. Also, examine possible funding sources for any necessary staffing.
- C. Establish a tentative work program, mission statement, goals and objectives document for this program.
- D. Propose mechanisms for community and private agency input for the ongoing review and evaluation of the City anti-drug and gang efforts.
- E. Develop recommendations for a public education program to be integrated into the structure of the proposed program.

PHASE VI

- A. Develop a report for City Council and City management staff discussion as part of the mid-year review.

ELEMENTS OF RESPONSE TO THE RFP

Proposals submitted in response to this request must consider and include, but not necessarily be limited to:

1. The methodology proposed to complete the Scope of Work. This element must respond to all requirements of the RFP including pricing, timeline, public input, process, and an overall approach to organizing and presenting the study.

In developing the Study, the selected consultant(s) will solicit input from local anti-drug and gang organizations, interested citizens, the Technical Advisory Committee and the Citizens Advisory Committee.

The selected Consultant's work will be reviewed by the Project Manager (Citizens Assistance Officer), Technical Advisory Committee and the Citizens Advisory Committee. The Consultant's will at a minimum, present the study findings to the Joint City Budget & Finance and Transportation & Community Development Committees, Citizens' Advisory Committee forums, and City Council for final approval. The selected consultant(s) will submit four (4) progress reports at the points identified in the Study's tentative schedule (Appendix B).

2. Examples of typical financing and implementation strategies used for similar programs in other cities. Preference will be given to Consultant(s) who demonstrate experience and proven track records in preparing similar studies.

ADDENDUM TO THE RFP

Appendix A includes the following:

- Tentative Schedule
- Technical Committee
- Resource Documents
- Citizen's Advisory Committee (CAC) Composition
- Proposed District Map

SECTION FOUR

PROPOSAL INSTRUCTIONS

SECTION FOUR
PROPOSAL INSTRUCTIONS
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PROPOSAL INSTRUCTIONS

The following pages detail the instructions and order to be followed in preparing a proposal to this Request for Proposal (RFP).

4.1 GENERAL - PROPOSAL CONTENTS OUTLINE

Although the City is seeking the most advantageous application system available, Consultants must prepare proposals in accordance with these instructions. Proposal packages must include the information and documents in the following order:

- (1) Cover letter with authorized signature
- (2) Executive summary
- (3) Detailed proposal
- (4) Pricing Information

4.1.1 Cover Letter

A cover letter transmitting the proposal to the City Manager's Office must be submitted. The letter must indicate that the Consultant agrees to be bound by the proposal as initially submitted without modifications.

If the proposal represents offerings to be made by different firms or organizations, the City will do business only with the Contractor and will require the Contractor to assume responsibility for the total project. An authorized official of the Contractor must sign the proposal. Power of Attorney authorizing agents or others who sign the proposal must be certified in writing. The City will retain the right to review and approve any subcontractors.

4.1.2 Executive Summary

The Executive Summary must contain a brief statement of the salient features of the proposal, including conclusions and generalized recommendations.

4.2 DETAILED PROPOSAL

The outline for the Detailed Proposal section includes:

- General comments and background
- Experience and references
- Financial statements
- Project Description of Study
- Technical approach

4.2.1 General Comments and Background

This section is to include a brief description and history of the Consultant and that of any subcontractors. This section must include a statement of qualifications and the Consultant's financial history with current audited financial statements and bank references. Personnel to be assigned to provide services must be listed in the Consultant's proposal. A description of any experience, licenses, credentials, or training particularly applicable for this project should also be included.

1

A project manager must be specified. The project manager shall coordinate necessary consultation and reports with City staff. An organizational chart showing the relationship of the Project Manager and City personnel is to be included. If advisors or subcontractors are to be used, a description of the arrangements for and background of key personnel is to be included.

Consultants should be aware that no changes in key Consultant project personnel shall be made after the award of the agreement without written consent of the City.

4.2.2 Experience and References

The Consultant must have demonstrated experience with the preparation of Anti-Drug & Gang Initiative Study and must have a dedicated staff large enough to insure to the City that all requirements can be completed properly within the specified schedule dates.

In this section of the proposal, the Consultant must detail previous experience on similar projects.

The Consultant is to provide references of at least two of its most recent engagements of this nature.

References should include:

Client name:
Type of business:
Address:
Contact person:
Telephone Number:

4.2.3 Financial Statements

Consultants must provide in their proposals the most current financial statements of their firm.

4.2.4 Technical Approach

Consultant must outline and describe in detail the technical approach that will be followed to achieve the objectives listed in the project description. In addition, the Consultant must clearly identify and describe the involvement of City staff and resources to be utilized on the project.

4.3 PRICING INFORMATION

4.3.1 Pricing Section

All proposals must include a separate pricing section which must include the following pricing proposals.

- A. Hourly rates of all personnel:
- B. Time allocated to each work task for each person; and
- C. Total costs for each major task.

4.3.2 Other Costs

Any supplies, equipment, transportation, or other services necessary to perform the proposed services which are not provided by the Consultant must be explicitly specified. If cost estimates for these items are available, the cost estimates must be included and the source and date of the estimate must be identified.

4.4 CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

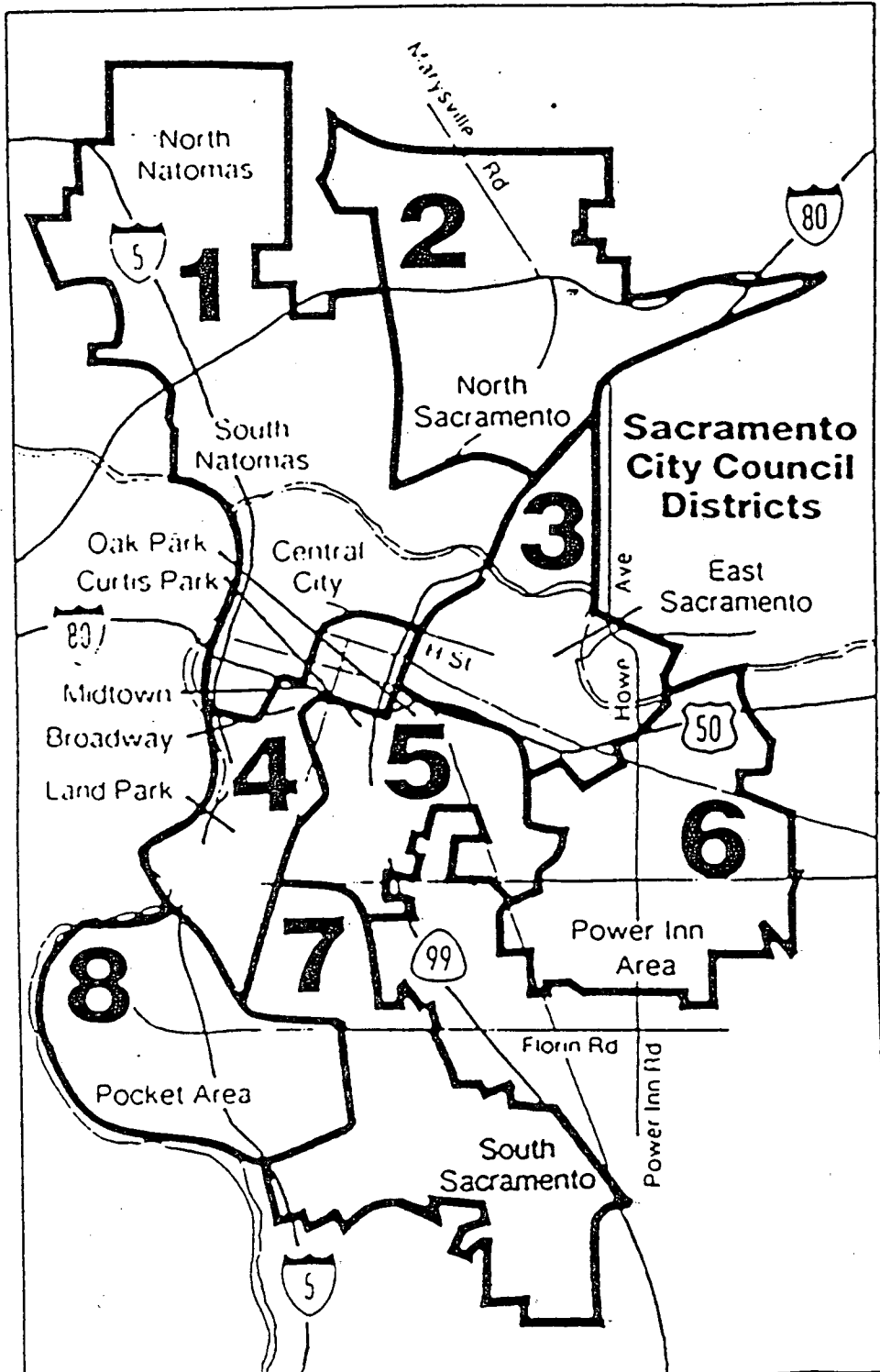
The proposal should include a statement by the consultant that the attached agreement has been reviewed and is acceptable to the consultant. Any proposed modifications to the agreement must be included in the proposal.

Appendix A

GENERAL PROVISIONS FOR CONSULTANT
AND PROFESSIONAL SERVICES AGREEMENT

ANTI-DRUG & GANG INITIATIVE STUDY

ADDENDUM TO THE RFP



Anti-Drug and Gang Initiative Study

Technical Advisory Committee

- * Citizens Assistance Officer, City of Sacramento, City Manager's Office
- * Randy Jamison, State of California Department of Parks and Recreation
- * City Police Department Representative
- * State Department of Justice Representative
- * County Probation Office Representative
- * County Juvenile Hall Representative
- * California Youth Authority Representative
- * SHRA Drug Coordinator
- * HUD Representative
- * District Attorney Representative
- * City of Sacramento Attorney Representative
- * School District Representative
 - Sacramento Unified School District
 - Grant Unified School District
 - Elk Grove Unified School District
- * County Sheriff Representative
- * Larry Harrington, Chief Consumer Affairs, State of California

Anti-Drug and Gang Initiative Study

Community Resource Organizations & Individuals

CRITERIA: The City Council will select the appropriate community based organizations, neighborhood groups, task forces, etc. to be represented and serve on this committee.

Resource Documents

- Meadowview Area Task Force recommendations
- Sacramento Police Department crime statistics
- State Office of Criminal Justice Planning - reports on gang violence and drugs
- California Youth Authority
- Sacramento County Probation Department - statistics on inmates
- Real Estate Managers Association - reports on gangs and drugs
- Paramount City report on gang & drug suppression program
- Portland, Oregon - report on use of National Guard in suppression programs
- Sacramento Police Department's Task Force on Black Youth Gangs Report
- Grant Union High School - statistics on student involvement in gangs & drugs
- Mayor's Drug Task Force report

TENTATIVE SCHEDULE

ANTI-DRUG & GANG INITIATIVE STUDY

<u>PROCEDURE</u>	<u>TENTATIVE DATE</u>
City Manager's Review and Key Staff	09-21-89
Prepare Joint B & F/T & CD Staff Report	09-28-89
Joint B & F/T & CD Meeting and Council Report	10-10-89
Council Hearing/Authorizing Program	10-10-89
Distribute RFP	10-13-89
Proposal Conference	10-25-89
Consultants Submit Proposal to City Clerk	11-21-89
Staff Report to B & F/ T & CD Recommending Consultant Selecton	12-14-89
Council Hearing/Approves Consultant Selection	12-14-89
Consultant Meets with Staff (finalization of contract)	12-27-89
Consultant Meets with Key Community Reps	01-05-90
Consultant Submits Progress Report	01-29-90
Consultant/Staff Establish Community Meeting Schedule	01-29-90
Consultant Prepares Progress Report	04/22/90
Consultant Prepares Draft	05/31/90
Technical Committee Reviews Draft	06/04/90
Consultant Prepares Progress Report	06/27/90
Consultant Prepares Progress Report	08/29/90
Consultant Prepares Final	09/12/90
Technical Committee Reviews Final	09/13/90
Consultant Submits Final	09/26/90
Public Notice of Council Hearing/Mailing List	TBA
Approval by City Council	TBA

Press Conference

TBA

*To Be Arranged (TBA)

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, CONSULTANT shall be an independent Contractor and shall not be an employee of the CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Contract; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.
2. Licenses; Permits; Etc. CONSULTANT represents and warrants to CITY that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession, CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession.
3. Time. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance on CONSULTANT's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. 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.
5. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
6. 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 removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
7. Standard of Performance. 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 California. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession.
8. Termination. CITY shall have the right to terminate this Agreement at any time by giving notice of such termination to CONSULTANT. In the event CITY shall give such notice of termination, CONSULTANT shall immediately cease rendering services pursuant to this Agreement.

In the event City shall terminate this Agreement:

(1) CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be constructed to mean and include:

handwriting, typewriting, printing, photostating, photographing, and every other means of recordings upon any tangible thing any form of communication or representation, including letter, works, pictures, drawings, sounds, or symbols, or combinations thereof.

(2) CITY shall have full ownership and control of all such writings delivered by CONSULTANT pursuant to this Agreement.

(3) CITY shall pay consultant the reasonable value of services rendered by CONSULTANT pursuant to this Agreement; provided, however, CITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of the CITY Representative is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the service rendered by CONSULTANT, the decisions of the Director of the City Department administering this agreement shall be final. The foregoing is cumulative and does not affect any right or remedy which CITY may have in law or equity.

9. Remedy on Breach. In the event that CONSULTANT shall breach, or fail to execute in good faith, any of the terms or conditions of this agreement, and should CONSULTANT fail to cure such breach or failure within ten (10) calendar days after CITY gives written notice thereof, then CITY may terminate this agreement and complete the work to be accomplished hereunder for the account and at the expense of CONSULTANT. CONSULTANT shall be liable for any excess cost to CITY over the original contract price. In the event CITY completes the work, or causes the work to be completed, no sum shall be paid to CONSULTANT until the work is complete. All costs of completion shall be deducted before any payment to CONSULTANT is made. If the unexpended portion of the contract price is less than CITY's cost to complete, CONSULTANT shall pay CITY a sum equal to said difference on demand.

The remedies contained in this section are cumulative and are in addition to all other rights of CITY pursuant to this agreement and at law or in equity.

10. Indemnity and Hold Harmless. The CONSULTANT shall assume the defense of, and indemnify and save harmless, the CITY, its officers, employees, and agents and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the performance of this contract by CONSULTANT whether within or without the scope of this contract. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by CITY.

11. Equal Employment Opportunity. During the performance of this Agreement, CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONSULTANT shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), hereinafter referred to as the "Regulations".

- B. Nondiscrimination. CONSULTANT, with regard to the work performed by it after award and prior to completion of the work pursuant to this agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual preference in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiations made by CONSULTANT for work to be performed under any subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligation under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual preference.
- D. Information and Reports. CONSULTANT shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY of Sacramento to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the City of Sacramento, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of noncompliance by CONSULTANT with the nondiscrimination provisions of this agreement, the City of Sacramento shall impose such contract sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;
 - (2) Cancellation, termination, or suspension of the agreement, in whole or in part.
- F. Incorporation of Provisions. CONSULTANT shall include the provisions of Paragraphs A through E in every subcontract, including procurements or materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto, CONSULTANT shall take such action with respect to any Regulations, order or instructions issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as the City of Sacramento may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONSULTANT may request CITY to enter such litigation to protect the interests of CITY.
12. Insurance Requirements. During the duration of this Agreement CONSULTANT shall maintain the following noted insurance:

<u>Coverage</u>	<u>Required</u>	<u>Not Required</u>
Broad Form Comprehensive Liability	<u>X</u>	<u> </u>
Business Auto Liability	<u>X</u>	<u> </u>
Worker's Compensation & Employment Liability	<u>X</u>	<u> </u>
Professional Liability (Errors & Omissions)	<u> </u>	<u>X</u>

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0404 (Broad Form Comprehensive General Liability)
- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) (Automobile Liability, code 1 "any auto");
- (3) Workers' Compensation as required by the Labor code of the State of California, and Employers' Liability Insurance.
- (4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.
- (4) Professional Liability (Errors and Omissions): \$ NA combined single limit per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverages

- a. The CITY, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers.
- b. The CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officials, employees, or volunteers.
- d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the CITY, its officials, employees and volunteers for losses arising from work performed by CONSULTANT for the CITY. This requirement may, however, be waived in individual cases at the discretion of the CITY.

(3) All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.

F. Verification of Coverage

CONSULTANT shall furnish the CITY with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the CITY and are to be forwarded to the CITY representative named in Exhibit A.

G. Payment Withhold

The CITY will withhold payments to the CONSULTANT, if certificates of insurance and endorsements required in paragraph F above have not been provided.