



**REQUEST FOR PROPOSALS**

**FOR**

**UTILITIES BILLINGS AND**

**COLLECTIONS OPERATIONAL**

**ASSESSMENT AND EVALUATION**

**Bid #**

Proposals Due: by August 25, 2015 at 3:00pm (PST)

PROPOSAL CONTACT: Gary Watahira, Purchasing Manager  
Finance Department  
559-621-7103, [Gary.Watahira@fresno.gov](mailto:Gary.Watahira@fresno.gov)

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## **NOTICE INVITING PROPOSALS**

The City of Fresno is seeking the services of a qualified vendor with demonstrated experience in review the organizational structure, practices, processes, systems, and tools used by Utility Billing and Collections (UB&C) as follows:

1. Prepare Information and Data Request
2. Conduct Interviews with Staff, Stakeholders, and Accountholders
3. Coordinate Blue Ribbon Panel of peer utility billing staff
4. Prepare Findings and Recommendations Technical Memorandum

Submit six hard copies to:

City of Fresno  
Purchasing Division (RFP for UB&C Review Services)  
Attn: Gary Watahira, Purchasing Manager  
2600 Fresno Street, Room 2156  
Fresno CA 93721

The deadline for submission of proposals for this work is 3:00 PM (PST) on, Tuesday August 25, 2015.

The City reserves the right, at its sole discretion, to reject any and all proposals, to waive minor irregularities, and to accept any RFP or portion thereof.

## **BACKGROUND**

The Department of Public Utilities (DPU) provides reliable, efficient, affordable water, wastewater and solid waste services. DPU has approximately 625 employees and an annual budget of approximately \$350 million including capital and operating expenditures. The Department serves over 500,000 residents in the Fresno-Clovis metro area.

Historically, the City's Utility Billing and Collections (UB&C) Division was an operating unit within the Finance Department of the City of Fresno. On January 1, 2011, a determination was made that UB&C should be relocated to reside within the Department of Public Utilities, which is the Department that works most closely with UB&C. After four years of operating experience within the Department of Public

Utilities, it has been determined that there is a need to conduct an operational assessment and evaluation for UB&C, which is consistent with similar assessments that have been conducted for the Department of Public Utilities' other operating divisions – Water, Wastewater, and Solid Waste.

### **Utilities Billing and Collection (UB&C) Overview**

UB&C is responsible for the billing and collection of the City of Fresno's utilities fees and charges. UB&C collects fees for Water, Sewer, and Solid Waste, including Community Sanitation. UB&C has approximately 130,000 customers that comprise twelve billing groups. Customers are billed in one of four billing cycles consisting of three billing groups per cycle. UB&C is responsible for annual billings of approximately \$190 million and has an annual operating budget of approximately \$5.5 million.

UB&C has 60 employees with job duties that include assignments such as administrative clerical support, accounting/payroll, payments processing, mail operations, special billings, customer service, collections, and field services. Although UB&C performs numerous functions and provides a multitude of services, there are two functions that most directly affect the residents of Fresno: counter services, and telephone customer inquiries. At present there are four sections within UB&C; the Administrative Section, the Customer Service Section, the Collections and Field Service Section, and the Manchester Center office.

### **UB&C Phone System**

The UB&C phone system currently processes over 110,000 telephone calls monthly. It services these calls through the use of several types of electronic telephone equipment. Initially all customers dial (559) 621-6888 and hear an automated announcement of service options provided by the City's Interactive Voice Response (IVR) system maintained by Selectron, Inc. This system allows customers to pay their bills with a credit card or obtain account information including transaction histories via fax. The IVR system is operational 24 hours a day, 7 days a week, except for certain times on Sunday mornings when it is down for system maintenance, which is performed on the entire City-wide billing systems. The IVR system interfaces directly with the Customer Information System (CIS) Database, which is a cloud-based software solution maintained by SunGard Public Sector, formerly known as SunGard HTE. UB&C is currently using SunGard Naviline 9.1 software.

Approximately 88% of monthly callers are able to accomplish all of their service needs through the use of the IVR without needing a Customer Service Clerk. However, approximately 13,400 or 12% of the over 110,000 monthly callers transfer into the UB&C Call Center, which is operated Monday through Friday from 8:00 a.m. - 4:30 p.m.

The UB&C Call Center is staffed by a total of 15 Customer Service Clerks who also share the duties of operating the UB&C Call Center's cashiering and counter operations.

Callers who want to speak to a Customer Service Clerk enter a second phone system that is a NEC 2400 IPX ACD. This system is currently over 18 years old and is scheduled to be replaced by the end of 2015 with a Cisco Unified Communications Manager/Unified Communications Call Center System, Version 10~5. This is a computer-based system that will allow for programming features such as current expected holding time announcements and additional call management features that will help better manage call flow.

The existing automatic call distribution (ACD) system allows managers to identify the number of callers who are currently holding along with their average holding time plus the average holding time for all callers throughout the day. UB&C often isn't adequately staffed to handle maximum flow periods such as Monday mornings and Friday afternoons, so these periods can have longer waiting times than other times during the week. Callers are advised of this fact with an initial automated message on the IVR.

During the last 12 months, an average of approximately 8 UB&C Customer Service Clerks answered a total of 126,000 callers or 78% of all callers wanting to speak to a Customer Service Clerk, with an average holding time of 5 minutes. During the same time, 34,500 callers or 22% of all callers wanting to speak to a Customer Service Clerk abandoned their call after entering the phone queue.

### **UB&C Billing and Customer Information System (CIS)**

UB&C currently uses a cloud-based software solution provided by SunGard Public Sector, formerly known as SunGard HTE. The CIS database is currently on SunGard NaviLine 9.1 software. The SunGard NaviLine product is used worldwide and SunGard software has been used at the City of Fresno for the last 20 years. The application is in use in various other City departments including the Development and Resource Management (DARM) Department and the Fire Department as well as the Water, Sewer and Solid Waste Divisions of DPU.

The system handles the billing and cash receipts and data management for the City's approximately 130,000 utilities customers. Customers are able to connect with the system through use of the City's telephone IVR system, as well as on the web through the SunGard Click2Gov online application. This application allows customers to make credit card payments over the web as well as pull detailed historical information such as past billing and transaction records and summaries of historical billed water use, which are presented in a year over year graphic format. UB&C uses system reports to manage cash receipts as well as delinquency processing and field service work through a service order system.

## Special Billing

The SunGard CIS system interfaces with the Badger Meter System's ReadCenter software maintained by the City's Water Division. It imports monthly metered water consumption data that is used to produce utilities bills with the primary water service calculated roughly every 30 days. Bills are calculated in groups of approximately 30,000 accounts each week. The bills are printed and mailed from the City's print and mail vendor, DIVDAT Inc., located in Las Vegas, Nevada.

## SCOPE OF WORK

### Task 1 – Prepare Information and Data Request

The Consultant will prepare an information and data request related to UB&C operations. The information and data request will be submitted by the Consultant in advance of receiving the Notice-to-Proceed for the project. At a minimum, the information and data request will include materials related to current and historic UB&C business operations, business processes (workflows), business transactions, business systems, customer communications, utility account management, fiscal management, staffing levels, organizational structure, and staff management and training.

Upon receipt of the information and data request, UB&C will assemble the requested information and data, and provide the requested documents to the Consultant prior to the Consultant mobilizing to UB&C's site to conduct stakeholder interviews and field investigations. The Consultant will rely upon the information and data to establish benchmarking metrics to compare against other similarly-sized operations, prepare for onsite stakeholder interviews, and conduct a preliminary assessment of business processes, business systems, and business transactions.

The scope of work is also included as Exhibit A. This list is not intended to be comprehensive or complete, but it does represent areas that are of greatest interest to the City for purposes of benchmarking and establishing ongoing performance metrics.

### Task 2 – Conduct Interviews with Staff, Stakeholders, and Accountholders

The Consultant will mobilize to UB&C's site for three (3) days to conduct interviews with staff, stakeholders, and accountholders. In advance of mobilizing to UB&C's site, the Consultant will prepare a brief communications document that can be distributed to UB&C staff to inform them of the purpose, goals, and objectives of the UB&C Operational Assessment and Evaluation.

- **UB&C Staff Interviews;** The Consultant will conduct onsite interviews with select UB&C staff to review and discuss business operations; business processes (workflows); business transactions; business systems; customer communications; utility account management; fiscal management; staffing levels; organizational structure; and staff management and training. The interviews will be conducted using a combination of one-on-one interview sessions and group discussion sessions. The

objective of these interview sessions will be to work with staff to identify staff-selected strengths, weaknesses, opportunities, and threats for UB&C. During these interview sessions the Consultant will share preliminary findings of benchmarking data with other UB&C operations to serve as a reference point for the discussion of UB&C strengths, weaknesses, opportunities, and threats. The findings of these interview sessions will be documented in the form of a brief memorandum.

- **Stakeholder Interviews:** The Consultant will conduct onsite interviews with select UB&C stakeholders to review and discuss business operations; business processes (workflows); business transactions; business systems; customer communications; utility account management; and fiscal management. Interview sessions will be conducted with stakeholders identified by UB&C and may include, but not be limited to, the Office of the Mayor, City Manager's Office, City Councilmembers, other City departments (Information Services, Finance, and Water), and labor union representatives. The objective of these interview sessions will be to work with stakeholders to identify stakeholder-selected strengths, weaknesses, opportunities, and threats for UB&C. During these interview sessions the Consultant will share preliminary findings of benchmarking data with other UB&C operations to serve as a reference point for the discussion of UB&C strengths, weaknesses, opportunities, and threats. The findings of these interview sessions will be documented in the form of a brief memorandum.
- **Customer Survey.** UB&C will provide contact information for utility accountholders that have interacted directly with UB&C through in-person discussions at customer service counters, mail, email, or telephone during the past 12 months. UB&C will provide the contact information for approximately 50 utility accountholders. The Consultant will work with UB&C to develop a brief customer service survey that can be distributed to the 50 utility accountholders identified by UB&C. The response rate goal for the survey will be approximately 50 percent. The survey will be up to ten questions, and will be conducted either via email or telephone. The findings of this customer service survey will be documented in the form of a brief memorandum. The memorandum will include a recommendation for conducting more frequent customer service surveys on a fixed, routine schedule.

### Task 3 – Coordinate Blue Ribbon Panel

The Consultant will assist the City with engaging leaders (Blue Ribbon Panel) from similarly-sized, publicly-operated UB&C operations from around the country to benchmark against, and review and discuss best practices for UB&C business operations; business processes (workflows); business transactions; business systems; customer communications; and utility account management.

The Blue Ribbon Panel members will participate in a half-day preparatory WebEx with the Consultant and UB&C to review and discuss the purpose, goals and objectives of the Project. In preparation for the WebEx, the Blue Ribbon Panel will be provided with copies of the documents from Task 1 and Task 2. The WebEx will provide an opportunity for the Blue Ribbon Panel to collect additional information about the City's UB&C operations and clarify information contained in the documents provided. UB&C

will use the WebEx to highlight specific practices, policies, procedures, and systems the City would like to have reviewed and evaluated by the Blue Ribbon Panel.

Approximately two-weeks following the preparatory WebEx, the Blue Ribbon Panel members will conduct a three (3) day site visit of the City's UB&C operations, which will include two, half-day workshops to review findings of Task 1 and Task 2; review the specific practices, policies, procedures, and systems of interest to the City; and discuss current industry best management practices for UB&C operations. A findings and recommendations resulting from Blue Ribbon Panel site visit and workshop will be documented in the form of a brief memorandum.

#### Task 4 – Prepare Findings and Recommendations Technical Memorandum

The Consultant will summarize the findings from the data review, interviews, customer survey and Blue Ribbon Panel site visit and workshop into a Technical Memorandum (TM). The TM will include, but not be limited to:

1. A gap analysis, based on Blue Ribbon Panel input and current industry best management practices, for organizational structure, customer service, customer communications, staff management, business processes, and business systems (automatic call distributor, utility billing, customer relations management).
2. Recommendations for improving UB&C performance (*addressing current gaps*) through changes in organizational structure, customer service, customer communications, staff management, staff training, business processes, and business systems.
3. Recommendations for efficiency and effectiveness measures (*key performance indicators*) that can be monitored and reported on a monthly basis to gauge UB&C performance.
4. Recommendations for improving customer service, customer communications, customer access to information and data.

The TM shall be prepared in a draft form and final form. The draft form will be submitted to the City and Blue Ribbon Panel for review and comment, and all comments will be submitted to the Consultant in writing. Once the comments have been received, the Consultant will schedule a conference call to review all comments and proposed responses to the comments for incorporation into the Final TM.

The Consultant will also prepare Executive Summary document for the final TM that can be shared with Administration and City Council.



## **Specific areas of interest to the Owner for assessing UB&C business operations and performance**

### **1. Industry Standard Performance Metrics for UB&C Operations**

- a. What are Industry Standard Performance Metrics for a UB&C Operation?
- b. What is the Basis of Measurement?
- c. How often are Metrics Measured and Reported?
- d. What Defines Best-in-Class Performance?

### **2. Best Practices for Customer Service**

- a. Best Practices for Customer Complaint Monitoring and Reporting
- b. Industry Standard Performance Metrics for UB&C Call Centers
- c. Best Practices for Responding to Customer Inquiries via Email
- d. Industry Standard Training for UB&C Customer Service Staff
- e. Industry Standard Job Specifications for UB&C Staff

### **3. Best Practices for Managing Delinquent Accounts**

- a. Industry Standard for Utility Billing Revenue Capture
- b. Industry Standard Thresholds for Defining Delinquent Accounts
- c. Best Practices for Collecting Delinquent Balances
- d. Best Practices for Setting Up Payment Plans
- e. Best Practices for Referring Delinquent Accounts to Third-Party Collection Agencies
- f. Best Practices for Managing and Conducting Service Shutoffs
- g. Best Practices for Writing Off Delinquent Accounts

### **4. Best Practices for Protecting Against Identify Theft and Fraudulent Account Setup**

### **5. UB&C Business Systems**

- a. Current Industry Standards for Automated Call Distributor Systems

- i. What are best-in-class features for such systems*
- b. Current Industry Standards Utility Billing/Customer Information Systems
  - i. What are best-in-class features for such systems*

## **EVALUATION PROCEDURES AND CRITERIA**

Evaluation of proposals will be based on the competitive selection process and will not be limited to price alone. Technical merit will also be considered in the selection process. A screening committee consisting of City personnel from various departments will determine which proposals are most responsive to the requirements of this RFP.

Proposals shall be kept confidential until a contract is awarded.

The City may also contact the references provided in response to Section G; contact any Firm to clarify any response; contact any current customer of a Firm's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interest of the City.

The City reserves the right to select a vendor based solely on the information submitted in the proposal and, if necessary, telephone interviews with the respondents. In-person interviews by the most qualified vendors may be requested by the screening committee if necessary.

## **CONTENTS OF PROPOSAL**

### **SECTION A - EXECUTIVE SUMMARY**

A letter of introduction signed by an authorized representative of the Firm (limited to three pages) that provides an executive summary of the Firm's experience relevant to the scope of work described in this RFP. This summary must also highlight why the Firm is best suited to provide website design for the City.

### **SECTION B – PRIMARY CONTRACTOR INFORMATION**

Firms must provide a company profile. Information provided shall include:

- Name, address and telephone number of the firm's point of contact.
- Company background/history and why firm is approved to provide the services described in this RFP.

- Length of time firm has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

## **SECTION C – METHODOLOGY AND SCHEDULE**

Firms must provide a thorough description of the methodology to be used; the proposed schedule; and the deliverables to be provided to the City. Information provided shall include, at a minimum:

- The approach and methodology (e.g., focus groups, interviews, questionnaires, etc.).
- The number and duration of these meetings and interviews.
- How information will be recorded and reported back to the City.
- What external research will be gathered and how this will be reported.
- Delineate what tasks will be performed by the Firm and what tasks and resources will be required of the City.
- A proposed schedule of information gathering meetings.
- A proposed schedule and/or methodology of how feedback will be shared with the City's project manager and sponsors.
- A list of proposed deliverables.
- A timeline (schedule).

## **SECTION D – SUBCONTRACTOR INFORMATION**

Include a statement about the use of subcontracts. If subcontractors will be used:

- Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- Include the same information for any subcontractors as is indicated in Section B about the primary contractor.

## **SECTION E – REPRESENTATIVE RESUMES**

Firms must submit a resume for each key member of the project team. Resumes should highlight staff members' experience as it relates to this project.

## **SECTION F – COST PROPOSAL**

The Firm must provide a complete cost proposal based on the scope of services set forth in this RFP. The cost proposal must include the hourly rate to be charged for all staff levels to be assigned to the project, the number of hours to complete the project by

staff level and by task, and travel and office expenses by task. The total cost shall be stated as a not-to-exceed price.

## **SECTION G – REFERENCES**

The Firm must supply a minimum of three prior customer references representative of the similar work required by this project. References must include contact name and telephone number at the reference's place of business. Information to include:

- Client name
- Contact name and title
- Contact information
- Project description
- Project dates (starting and ending)
- Cost of the project

### **RFP Submission:**

1. Submit six hard copies to:

City of Fresno  
Purchasing Division (RFP for UB&C Review Services)  
Attn: Gary Watahira, Purchasing Manager  
2600 Fresno Street, Room 2156  
Fresno CA 93721

- a. Responses submitted via any form of electronic transmission (except as listed above), such as electronic mail or facsimile, will not be considered.
- b. If the submittal to this RFP is by any means other than personal delivery, then it is the Firm's sole responsibility to ensure the submissions are delivered to the exact location by the time specified.
- c. Responses should be clear, concise, and complete. They should be submitted using an 8 ½" x 11" portrait format. Illustrations, if required, may be submitted on 11" x 17" sheets, but should be folded to fit within the 8 ½" x 11" format.
- d. Responses may be bound by any means except 3-ring binders and paper/binder clips.
- e. By submission of a proposal, the Proposer acknowledges that it has read and thoroughly understands the Scope of Services; agrees to all terms and conditions stated herein in the attached Agreement form without exception,

acknowledges it can meet all the insurance requirements without exception; and acknowledges that it can perform all tasks, as required.

- f. Submittals will not be opened publically.
- g. Late responses will not be accepted. Faxed or emailed proposals or modifications will not be considered. More than one proposal from an individual, firm, partnership, or corporation under the same or different names will not be considered. Any proposal found to be illegible or incomplete may be rejected.
- h. Proposals may be withdrawn, altered and resubmitted at any time prior to the deadline set for submission of the proposals or any authorized postponement thereof. By submitting a proposal, the proposer agrees that the City may have up to 90 days from the proposal deadline to accept or reject proposals or award a contract.

## **SELECTION PROCESS**

- (1) The City will review all proposals in a timely fashion.
- (2) At the conclusion of the proposal review process the City may make a selection of a consultant or may compile a "short list" of Firms for interviews.
- (3) If interviews are deemed necessary for shortlisted firms, the interviews will be held on a date to be identified, at Fresno City Hall, located at 2600 Fresno Street, Room 3054, Fresno, California 93721.
- (4) Shortlisted firms will be notified and may continue in the selection process.
- (5) City reserves the right to reject all proposals.

## **GENERAL INFORMATION**

### Regulated Communications

The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the *Fresno Municipal Code*) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of *Fresno Municipal Code*, Chapter 4, Article 6 may be read at the following website:

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

### Debarment

A Proposer who has been determined by the Council to be non-responsible may be debarred from bidding or proposing upon or being awarded any contract with the City from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Resolution No. 2003-130 adopted by Council on April 29, 2003. The initial period of any such debarment shall not be less than one year or more than three years. A Proposer may request a hearing, in accordance with Resolution No. 2003-130, upon receipt of a notice of proposed debarment from the City Manager or his/her designee. A copy of the Resolution may be obtained from the City Clerk's Office, located at 2600 Fresno Street, Fresno, California 93721.

Furthermore, firms listed as debarred or suspended by the U.S. Department of Housing and Urban Development will not be considered as an eligible proposer. Information on this list can be obtained at the following website:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/enforcement/debarments](http://portal.hud.gov/hudportal/HUD?src=/program_offices/enforcement/debarments)

### Professional Liability Insurance

Professional liability insurance (errors and omissions) with limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and commercial general liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate will be required for this project. The City's standard contract will be used, which includes a conflict of interest statement and completion of a statement of economic interest.

### Approval by City Council

Any contract exceeding \$50,000 shall be subject to the approval of the City Council in accordance with the *Fresno Municipal Code*.

### Consultant Agreement

The City will be utilizing a Standard City Consultant Agreement, Attachment A to this RFP. Should you have any questions pertaining to the RFP, please direct them in writing via email to [Gary.Watahira@fresno.gov](mailto:Gary.Watahira@fresno.gov).

## Attachment A

### AGREEMENT

#### CITY OF FRESNO, CALIFORNIA CONSULTANT SERVICES

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

### RECITALS

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

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

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

WHEREAS, this Agreement will be administered for CITY by its \_\_\_\_\_ (hereinafter referred to as "Administrator") or his/her designee.

### AGREEMENT

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

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through [End Date], subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed [Fee Amount: e.g. Five Hundred Dollars (\$500.00)], paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with



applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

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

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

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

(iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall

(i) immediately stop all work hereunder;

(ii) immediately cause any and all of its subcontractors to cease work; and

(iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

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

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

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

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

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

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity,

fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

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

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either

(i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or

(ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors\sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

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

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor. CONSULTANT and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers, officials, employees, agents and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

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

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable

(i) professional canons and requirements governing avoidance of impermissible client conflicts; and

(ii) federal, state and local conflict of interest laws and regulations including, without limitation, *California Government Code*, Section 1090 et. seq., the *California Political Reform Act* (*California Government Code*, Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 *California Code of Regulations*, Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

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

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

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

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

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

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

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

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

11. General Terms.

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

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation:

(i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and

(ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the

signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

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

16. Assignment.

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

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

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

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

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

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

21. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

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

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

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



CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
[Name]  
[Title]

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

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

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

By: \_\_\_\_\_  
[City Certifier Name] [City Certifier Title]  
Addresses: CITY  
City of Fresno  
Attention: [Name], [Title][Street Address]

Fresno, CA [Zip]  
Phone: (559) [#]  
FAX: (559) [#]

[Consultant Name],

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

[Legal Identity]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Any Applicable Professional License:  
Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

CONSULTANT:  
[Consultant Name]  
Attention: [Name],  
[Title]  
[Street Address]  
[City, State Zip]  
Phone: [area code and #]  
FAX: [area code and #]

## **Exhibit A**

### **SCOPE OF SERVICES**

#### **Consulting Service Agreement between City of Fresno (“CITY”) and [Consultant Name] (“CONSULTANT”)**

[Project Title]  
PROJECT TITLE

### **SCOPE OF WORK**

#### **Task 1 – Prepare Information and Data Request**

The Consultant will prepare an information and data request related to UB&C operations. The information and data request will be submitted by the Consultant in advance of receiving the Notice-to-Proceed for the project. At a minimum, the information and data request will include materials related to current and historic UB&C business operations, business processes (workflows), business transactions, business systems, customer communications, utility account management, fiscal management, staffing levels, organizational structure, and staff management and training.

Upon receipt of the information and data request, UB&C City will assemble the requested information and data, and provide the requested documents to the Consultant prior to the Consultant mobilizing to UB&C’s site to conduct stakeholder interviews and field investigations. The Consultant will rely upon the information and data to establish benchmarking metrics to compare against other similarly-sized operations, prepare for onsite stakeholder interviews, and conduct a preliminary assessment of business processes, business systems, and business transactions.

#### **Task 2 – Conduct Interviews with Staff, Stakeholders, and Accountholders**

The Consultant will mobilize to UB&C’s site for three (3) days to conduct interviews with staff, stakeholders, and accountholders. In advance of mobilizing to the Owner’s site, the Consultant will prepare a brief communications document that can be distributed to UB&C staff to inform them of the purpose, goals, and objectives of the UB&C Operational Assessment and Evaluation.

- **UB&C Staff Interviews;** The Consultant will conduct onsite interviews with select UB&C staff to review and discuss business operations; business processes (workflows); business transactions; business systems; customer communications; utility account management; fiscal management; staffing levels; organizational structure; and staff management and training. The interviews will be conducted using a combination of one-on-one interview sessions and group discussion sessions. The objective of these interview sessions will be to work with staff to identify staff-selected strengths, weaknesses, opportunities, and threats for UB&C. During these interview sessions the Consultant will share preliminary findings of benchmarking data with other UB&C operations to serve as a reference point for the discussion of UB&C

strengths, weaknesses, opportunities, and threats. The findings of these interview sessions will be documented in the form of a brief memorandum.

- **Stakeholder Interviews:** The Consultant will conduct onsite interviews with select UB&C stakeholders to review and discuss business operations; business processes (workflows); business transactions; business systems; customer communications; utility account management; and fiscal management. Interview sessions will be conducted with stakeholders identified by the UB&C and may include, but not be limited to, the Office of the Mayor, City Manager's Office, City Councilmembers, other City departments (Information Services, Finance, and Water), and labor union representatives. The objective of these interview sessions will be to work with stakeholders to identify stakeholder-selected strengths, weaknesses, opportunities, and threats for UB&C. During these interview sessions the Consultant will share preliminary findings of benchmarking data with other UB&C operations to serve as a reference point for the discussion of UB&C strengths, weaknesses, opportunities, and threats. The findings of these interview sessions will be documented in the form of a brief memorandum.
- **Customer Survey.** UB&C will provide contact information for utility accountholders that have interacted directly with UB&C through in-person discussions at customer service counters, mail, email, or telephone during the past 12 months. The Owner will provide the contact information for approximately 50 utility accountholders. The Consultant will work with the UB&C to develop a brief customer service survey that can be distributed to the 50 utility accountholders identified by the Owner. The response rate goal for the survey will be approximately 50 percent. The survey will be up to ten questions, and will be conducted either via email or telephone. The findings of this customer service survey will be documented in the form of a brief memorandum. The memorandum will include a recommendation for conducting more frequent customer service surveys on a fixed, routine schedule.

### Task 3 – Coordinate Blue Ribbon Panel

The Consultant will assist the City with engaging leaders (Blue Ribbon Panel) from similarly-sized, publicly-operated UB&C operations from around the country to benchmark against, and review and discuss best practices for UB&C business operations; business processes (workflows); business transactions; business systems; customer communications; and utility account management.

The Blue Ribbon Panel members will participate in a half-day preparatory WebEx with the Consultant and UB&C to review and discuss the purpose, goals and objectives of the Project. In preparation for the WebEx, the Blue Ribbon Panel will be provided with copies of the documents from Task 1 and Task 2. The WebEx will provide an opportunity for the Blue Ribbon Panel to collect additional information about the City's UB&C operations and clarify information contained in the documents provided. UB&C will use the WebEx to highlight specific practices, policies, procedures, and systems the City would like to have reviewed and evaluated by the Blue Ribbon Panel.

Approximately two-weeks following the preparatory WebEx, the Blue Ribbon Panel members will conduct a three (3) day site visit of the City's UB&C operations, which will include two, half-day workshops to review findings of Task 1 and Task 2; review the specific practices, policies, procedures, and systems of interest to the City; and discuss current industry best management practices for UB&C operations. A findings and recommendations resulting from Blue Ribbon Panel site visit and workshop will be documented in the form of a brief memorandum.

#### Task 4 – Prepare Findings and Recommendations Technical Memorandum

The Consultant will summarize the findings from the data review, interviews, customer survey and Blue Ribbon Panel site visit and workshop into a Technical Memorandum (TM). The TM will include, but not be limited to:

5. A gap analysis, based on Blue Ribbon Panel input and current industry best management practices, for organizational structure, customer service, customer communications, staff management, business processes, and business systems (automatic call distributor, utility billing, customer relations management).
6. Recommendations for improving UB&C performance (*addressing current gaps*) through changes in organizational structure, customer service, customer communications, staff management, staff training, business processes, and business systems.
7. Recommendations for efficiency and effectiveness measures (*key performance indicators*) that can be monitored and reported on a monthly basis to gauge UB&C performance.
8. Recommendations for improving customer service, customer communications, customer access to information and data.

The TM shall be prepared in a draft form and final form. The draft form will be submitted to the City and Blue Ribbon Panel for review and comment, and all comments will be submitted to the Consultant in writing. Once the comments have been received, the Consultant will schedule a conference call to review all comments and proposed responses to the comments for incorporation into the Final TM.

The Consultant will also prepare Executive Summary document for the final TM that can be shared with Administration and City Council.

## **Specific areas of interest to the Owner for assessing UB&C business operations and performance**

### **6. Industry Standard Performance Metrics for UB&C Operations**

- a. What are Industry Standard Performance Metrics for a UB&C Operation?
- b. What is the Basis of Measurement?
- c. How often are Metrics Measured and Reported?
- d. What Defines Best-in-Class Performance?

### **7. Best Practices for Customer Service**

- a. Best Practices for Customer Complaint Monitoring and Reporting
- b. Industry Standard Performance Metrics for UB&C Call Centers
- c. Best Practices for Responding to Customer Inquiries via Email
- d. Industry Standard Training for UB&C Customer Service Staff
- e. Industry Standard Job Specifications for UB&C Staff

### **8. Best Practices for Managing Delinquent Accounts**

- a. Industry Standard for Utility Billing Revenue Capture
- b. Industry Standard Thresholds for Defining Delinquent Accounts
- c. Best Practices for Collecting Delinquent Balances
- d. Best Practices for Setting Up Payment Plans
- e. Best Practices for Referring Delinquent Accounts to Third-Party Collection Agencies
- f. Best Practices for Managing and Conducting Service Shutoffs
- g. Best Practices for Writing Off Delinquent Accounts

### **9. Best Practices for Protecting Against Identify Theft and Fraudulent Account Setup**

### **10. UB&C Business Systems**

- a. Current Industry Standards for Automated Call Distributor Systems

- i. What are best-in-class features for such systems*
- b. Current Industry Standards Utility Billing/Customer Information Systems
  - i. What are best-in-class features for such systems*

## **Exhibit B**

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

[Project Title]  
PROJECT TITLE

#### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

#### **MINIMUM LIMITS OF INSURANCE**

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds,

shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**

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

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

OR\*

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

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

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

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

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

6. **CYBER LIABILITY** insurance with limits of not less than:

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate



## **UMBRELLA OR EXCESS INSURANCE**

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

## **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

## **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. For any claims relating to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

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

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

The Cyber Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or

software) are provided to Insured and for claims involving any professional services for which Consultant is engaged with the City for such length of time as necessary to cover any and all claims

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

### **VERIFICATION OF COVERAGE**

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

**Exhibit C**  
**DISCLOSURE OF CONFLICT OF INTEREST**  
**UTILITIES BILLINGS AND COLLECTIONS OPERATIONAL ASSESSMENT AND**  
**EVALUATION**

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

Explanation: \_\_\_\_\_

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☐ Additional page(s) attached.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State and Zip)