

REQUEST FOR PROPOSAL

F3 FARMS. FOOD. FUTURE. COMMUNICATIONS CONSULTANT

Wednesday, September 13, 2023

Central Valley Community Foundation

OVERVIEW

In an effort to develop an inclusive, vibrant, and sustainable economy for residents in the greater Fresno region, Central Valley Community Foundation launched the Fresno DRIVE Initiative (Developing the Region's Inclusive and Vibrant Economy) in 2019. The composition and scope of the 10-year investment plan is unprecedented, representing a diverse group of civic, community, and business leaders who collectively seek to create a clear and achievable roadmap to inclusive prosperity for all residents in the greater Fresno region. Fresno DRIVE includes 14 initiatives in three investment areas: economic development, human capital, and neighborhood development. Within the economic development initiative are five community investment initiatives, one of which is the Fresno-Merced Future of Food Innovation (F3).

Fresno DRIVE's F3 Initiative will develop a Climate-Smart Food and Ag Tech Engineering Cluster that develops advanced, sustainable food production and manufacturing focused on cross-disciplinary engineering capabilities in digitalization and data science, mechatronics, equipment, and systems integration. This robust portfolio addresses economic, agricultural, and climate challenges, positioning our Valley's ag-based industry and farmers to be competitive, resilient, and sustainable. On September 2, 2022, F3 was named by the U.S. Economic Development Administration as a Build Back Better Regional Challenge Awardee. As such, F3 was the recipient of \$65.1 million in funding, the largest federal grant ever awarded to the Central Valley.

PROPOSAL REQUEST

Central Valley Community Foundation (CVCF) is soliciting proposals for a consultant to oversee communications needs associated with the F3 grant programs.

This Request for Proposal (RFP) specifies the required qualifications, the responsibilities of the selected consultant, agency and/or coalition of agencies/sole proprietors and CVCF, the method and terms of compensation, submission instructions, rating method, and the contract award provisions.

Proposals will be considered from qualified and experienced communications consultants, agencies, or a coalition of agencies/sole proprietors who are regularly established in the business of communications and who, in the judgment of CVCF, have a responsible reputation. Through prior work performed, firms must be able to show evidence of reliability, ability, experience, and personnel to perform the services.

You can find The Request for Proposals (RFP) on the CVCF website homepage at: <https://centralvalleycf.org/partner-with-us/open-grants-contracts/>.

PROPOSAL SUBMISSION

Qualified communications consultants, agencies, or a coalition of agencies/sole proprietors are invited to submit a proposal digitally, meeting the requirements described herein, which must be received no later than 10/23/2023, 4:00 p.m. (Pacific Standard Time). The electronic file is to be sent to renee@centralvalleycf.org with the subject line: F3 Communications Proposal.

Failure to clearly label proposals may result in premature disclosure. It is the responsibility of the Bidder to ensure that proposals are received by the above deadline. Late proposals will not be considered.

QUESTIONS

Direct all questions regarding this RFP to Renee Delport via email at: renee@centralvalleycf.org. All questions and responses are public and posted in a timely manner on the Central Valley Community Foundation website homepage

(<https://centralvalleycf.org/>) under the RFP section at <https://centralvalleycf.org/partner-with-us/open-grants-contracts/>. CVCF will not accept questions after Tuesday, October 3, 2023, at 4:00 p.m. (Pacific Standard Time).

This Request for Proposal does not commit CVCF to award a contract or pay any costs incurred in the preparation of a proposal in response to this request. CVCF reserves the right to accept the proposal that it considers to be in its best interest. All materials submitted to CVCF in response to this RFP become the sole property of CVCF and may be used at its discretion unless the proposer identifies any trademarks or patents. Selection of the consultant, agency, or coalition of agencies/sole proprietors is at the sole discretion of CVCF and if applicable, the Board of Directors.

COMPLAINTS

If a bidder has a complaint relative to the RFP, please send a written statement to: heather@centralvalleycf.org

SMALL, WOMEN, AND/OR MINORITY-OWNED BUSINESS

Efforts will be made by CVCF to utilize veteran-owned, small, women-owned, and minority-owned businesses, with the consideration that the primary responsibility is the favorable return to CVCF.

CVCF draws upon the power of its diverse staff and board membership, by producing positive and meaningful accomplishments in its human development initiatives, social ventures, and community partnerships.

The RFP's weighted evaluation process reflects CVCF'S commitment and support in creating inclusive employment opportunities by encouraging vendors and contractors to participate in our organization's vision.

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KEY ACTION EVENTS AND DATES

Listed below are the events and dates for this RFP. All dates are subject to revision.

- RFP Issued: September 13, 2023
- Virtual RFP workshop: September 20, 2023, at 2:00 p.m. Link to the Optional Virtual Workshop: <https://bit.ly/F3RFPQandA>
- Written Question and Response Period: September 13 – October 3, 2023
- Written Questions and Responses Posted: October 6, 2023
- Proposals Due: October 23, 2023, by 4:00 pm
- Evaluation of Proposals: October 24 – November 7, 2023
- Virtual Interviews of Top Ranked Firms: Week of November 13, 2023
- Anticipated Execution of Contract: December 2023

SECTION 1 - GENERAL PROPOSAL REQUIREMENTS

QUESTION AND ANSWER SESSION:

- An optional Virtual RFP Workshop is being provided on Wednesday, September 20, 2023, at 2:00 p.m. (Pacific Standard Time). Access the virtual workshop at <https://bit.ly/F3RFPQandA>. If you need assistance accessing the link, please email renee@centralvalleycf.org.

SPECIFICATION CHANGES

CVCF may, during the proposal period, advise the Proposer in writing of additions, omissions, or alterations in the specifications. Changes shall be posted publicly as an addendum, included in the RFP, and will become part of the specifications as originally submitted.

AMENDMENTS

No one is authorized to amend this proposal in any respect, by an oral statement, or to make any representation or interpretation in conflict with the provisions of this RFP. If necessary, supplementary information in addendum form will be prepared and made available to potential proposers. It is the Proposer's responsibility to obtain and understand all addendum(s) for the RFP at: <https://centralvalleycf.org/partner-with-us/open-grants-contracts/>
NOTE: Any exceptions taken to this RFP shall be clearly stated in writing and submitted with the proposal prior to the deadline for proposals.

RFP WITHDRAWAL

Any Proposer may withdraw their proposal, either personally or by written request, at any time prior to the date and time due.

RIGHT TO REJECT PROPOSALS

CVCF reserves the right to reject any and all proposals, or any part of a proposal; to waive minor defects or technicalities; or to solicit new proposals on the same project or modified project, which may include portions of the original RFP document, as CVCF may deem necessary and in its best interest. False, incomplete, or unresponsive statements in connection with a submitted proposal may be sufficient cause for rejection. CVCF will be the sole judge in making such determinations.

EXAMINE SPECIFICATIONS

The proposer shall thoroughly examine and be familiar with the specifications. Failure of any Proposer to receive or examine any form, instrument, addendum, or other document, or become acquainted with existing conditions, shall in

no way relieve Proposer from any obligations with respect to Proposer's offer or to the contract. Submission of a proposal shall be taken as prima facie evidence of compliance with this section.

Should a Proposer find discrepancies in or omissions from proposal documents or other contract documents, or should be in doubt as to their meaning, proposer shall at once notify Renee Delport, at renee@centralvalleycf.org who is CVCF's representative. All written instructions will be made available to all Proposers on the CVCF website at <https://centralvalleycf.org/partner-with-us/open-grants-contracts/>. Neither CVCF nor its representative will be responsible for any oral instructions. No interpretations will be issued later than five (5) calendar (working) days before the proposal date so that all inquiries can be answered in writing and distributed to all Proposers in the form of an addendum to the contract in ample time before the proposal opening date.

EXCEPTIONS

Any exceptions to this RFP must be stated in your proposal. It is otherwise assumed that the wording within this document is acceptable and agreed to by the Proposer. CVCF retains the right to value engineer and negotiate when necessary.

RESULTING CONTRACT

Through the RFP process, CVCF reserves the right to negotiate a contract based on all factors involved in the written proposal. The performance of the contract resulting from this proposal shall be governed, construed, and interpreted according to the laws of the State of California. Terms and Conditions of a resulting contract shall be those of Exhibit A "Sample Contract." Any contentions must be submitted with your RFP.

NOTICE:

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other party shall be in writing and either served personally or sent by pre-paid first-class mail, or the equivalent thereof by private carrier. Any such writing shall be addressed to:

Central Valley Community Foundation
1260 Fulton St. Suite 200
Fresno, CA 93721

NON-EXCLUSIVE AGREEMENT

This RFP does not establish an exclusive arrangement between CVCF and the Proposer. CVCF reserves, among others, the following rights:

- The right to use others to perform work and services described in the RFP.
- The right to request future proposals from other Contractors for work described in this RFP without requesting a proposal from the Contractor.
- The unrestricted right to put out for bid, any work or services described herein.

SECTION 2 – QUALIFICATIONS, SPECIFICATIONS AND RFP REQUIREMENTS

DESCRIPTION OF SERVICES:

Central Valley Community Foundation, the convener of the F3 Grant, is seeking a consultant, agency, or coalition of agencies/sole proprietors to provide outsourced strategic and tactical communications services as and when needed and directed to do so by the Central Valley Community Foundation Director of Communications or F3 Regional Economic Competitiveness Officer for up to approximately 30 months to be finally negotiated with the successful bidder. The successful bidder will serve as the outsourced communications firm for a coalition of community, civic, and educational partners who comprise the F3 Initiative.

Project Onboarding and Strategic Communications Plan for F3

- In consultation with the Central Valley Community Foundation Director of Communications, develop a 28-month strategic communications plan for F3 that outlines goals and measurable outcomes to be achieved by the implementation of the plan. The plan will take into consideration the goals, measurable objectives, and strategies of each component of F3 and include the items listed below: Media and Communications Materials, Websites, Events, Social Media, and Project Management. While more specificity should be developed in the strategic communications plan, in general, the audiences for the F3 communications effort include:
 - **Food Production Industry Members** – Including fresh and finished food producers with business ties to the Central Valley who may be interested in funding and partnering in sustainable agri-technology development and adoption; attending conferences and events put on by the F3 coalition; and/or providing input on and hiring workers/employees who participate in F3 workforce development programs;
 - **Small, Socially Disadvantaged Growers and Ranchers** – Including non-English speaking farmers who may be interested in business and technical assistance offered by the F3 Coalition to adopt new technologies and grow their businesses in the region;
 - **Venture/Risk Capital Investors who Specialize in Agri-technology** – Including firms and individual investors who may be willing to enter agreements with the F3 coalition to review and potentially invest in ideas and products developed by coalition partners;
 - **Emerging and Existing Employees in the Food and Ag Sector** – Including those who may be interested in improving their skills in agri-technology to secure higher-paying jobs.
- Conduct due diligence, including interviews with project stakeholders and reviewing all existing written and produced content on the F3 Initiative, as background for the communications plan.
- Develop a recommended budget for the materials and tools needed to implement the communications plan to be approved by CVCF.

Media and Communications Materials

- Design and draft articles for the monthly F3 Connect newsletter.
- In consultation with the Central Valley Community Foundation Director of Communications or F3 Regional Economic Competitiveness Officer, develop press releases about F3 and program partners, and serve as the primary media liaison for the program.
- Serve as the graphic designer, ensuring branding consistency throughout all F3 communications, collateral, and promotional materials, including flyers, fact sheets, quarterly reports, and survey summaries.
- Collaborate with F3 partners on communications needs related to F3 initiatives.
- Proofread and edit, as needed, F3 communications to ensure consistent style, spelling, and grammatical accuracy, including website communications.
- In collaboration with identified vendors, oversee the development of promotional videos.

Website Support

- Provide editorial and/or design support for the F3 page on the Central Valley Community Foundation website.
- In collaboration with the Central Valley Community Foundation Director of Communications and/or F3 Regional Economic Competitiveness Officer, collaborate with the developer(s) of the F3 Innovate, Local Farm & Food Innovation, and AgTec website(s) to oversee the development of the sites.

CVCF – F3 Communications Consultant- RFP

- Manage and update website content with the goal of ensuring that new information (articles, stories, and events) is posted regularly and kept current.

Event Support

- In consultation with the Central Valley Community Foundation Director of Communications and/or F3 Regional Economic Competitiveness Officer, provide tactical support for F3 community-wide events and smaller, targeted events, including development of marketing and event materials, and outreach to participants and attendees.

Social Media

- Create social media accounts for F3 on relevant social media platforms, i.e. Instagram, Facebook, LinkedIn.
- Establish a social media calendar employing a mix of content including photos, videos, and graphics that will be regularly posted to all platforms.
- Regularly manage social media platforms, post a variety of content including photos, videos, graphics, and captions; and respond to comments or inquiries, as needed, in alignment with CVCF and F3 standards.

Project Management

- As needed and assigned, oversee special projects related to F3 communications.
- Coordinate with subcontractors as needed/directed.

Evaluation

- Utilizing the measurable outcomes included in the communications plan, provide analytics and data that support the impact of the communications plan.

LICENSE AND PERMITS:

A copy of the following shall be submitted with the Contractor's proposal:

- Proof of Insurance
- Business License
- 3 Business References

EDUCATION AND EXPERIENCE:

- A minimum of five years providing Marketing Communications services or other public relations/marketing support to clients, including developing multi-media campaigns and support services for complicated projects and concepts.
- Experience managing the development of new websites; editing, and updating website content; video production, and working with the media.
- Graphic design and layout experience.
- History of successfully coordinating with vendors and contractors.
- Knowledge of and experience developing and managing social media pages.
- Ability to identify and capitalize on promotional and partnership opportunities.
- Strong attention to detail while simultaneously managing multiple projects.
- Ability to remain flexible and positive amid strict deadlines and changing priorities.
- A self-directed, skilled implementer as a Project Manager who thrives on managing a variety of communications initiatives.
- Exercises sound judgment while ensuring all communications are consistent with CVCF and F3 branding and style guidelines.
- Knowledge of the non-profit sector is preferred.

SECTION 3 – COST PROPOSAL

This is a fixed-fee contract that will be paid on a monthly basis over the term of the contract. In your cost proposal, specify your overall proposed budget to deliver full services to the F3 Initiative as described above. Include in your cost proposal the timeline to (1) complete project onboarding and develop the strategic communications plan for F3; (2) ongoing implementation of the plan, including materials development; and (3) evaluation of the plan's effectiveness.

SECTION 4 - RFP RESPONSE CONTENT AND FORMAT

RESPONSE:

Proposers are to respond to all information requested in this RFP. Brochures and advertisements will not be accepted as a substitute for these requirements. A qualified proposal must address all items.

CONTENT:

Proposals submitted must contain the following information to be considered:

1. A brief cover letter
2. Identification sheet with references (see Attachment B)
3. Proof of Business Licensing
4. Proof of Insurance appropriate for the type and scope of work being proposed (See Attachment C – CVCF Insurance Requirements)
5. In no more than five pages, provide a narrative or outline explaining experience related to Section 2 – Description of Service
6. In no more than five pages, provide a narrative or outline explaining the approach to accomplishing the services listed in Section 2, including identification of and professional backgrounds on the specific person(s) assigned to the contract.
7. Cost Proposal – both a detailed budget and budget narrative.
8. Work samples – provide a link to a folder or website that contains sample materials of work completed by the consultant, agency, or coalition of agencies/sole proprietors that illustrates the work outlined in Section 2 – Description of Services.

EVALUATION CRITERIA

Following the deadline for receipt of proposals, all proposals submitted will be analyzed and reviewed by a review panel. CVCF reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview.

Proposers who do not respond in accordance with any of the above requirements may be disqualified. This is a non-exclusive agreement. CVCF reserves the right to enter into multiple agreements from this RFP. Outlined below are the evaluation criteria including the maximum significance factor for each item.

1. Narrative or outline explaining relevant experience and approach to accomplishing the services listed (30 points)
2. Applicable work samples (40 points)
3. Completion of RFP Response Packet (cover letter, business license, proof of insurance) (5 points)
4. References (10 points)
5. Cost Proposal (15 points)

SUBMITTAL OF PROPOSALS

Submit proposals, by email, to the contract facilitator Renee Delport, CVCF Director of Communications, at renee@centralvalleycf.org.

PROPOSALS WILL NOT BE ACCEPTED AFTER Monday, October 23, 2023, at 4:00 p.m. (PST).

All proposals received after said time and date will be returned to the submitter.

SECTION 5 – SUBMISSION FORMS

View and complete Attachment A, Identification Sheet. Provide a Certificate of Insurance that shows proof of required insurances in Attachment B, Insurance Requirements. Review Attachment C, Sample Contract.

Attachment A – Identification sheet

Attachment B – Insurance requirements

Attachment C – Sample contract

Attachment A
IDENTIFICATION SHEET

Complete and return this form with the proposal. Type or print the following information:

1. CONTACT INFORMATION

Company: _____

Address: _____

City State Zip

Primary Contact Name: _____

Title: _____ E-mail: _____

Telephone: _____ Fax, If Applicable: _____

Years in business: _____

Number of employees: _____

2. LICENSING

By submission of a proposal, Proposer attests to having possession of a duly issued valid business license issued by the State of California. Such a license authorizes a proposer to contract to perform the type of work required by the specifications.

Authorized Signature: _____

3. REFERENCES

Provide the names and contact information for three professional references. References could be former clients, employers, or faculty members who have first-hand knowledge of professional communications work you have completed.

Firm Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Contact Person: _____

Date of Contract: _____ through _____

Firm Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Contact Person: _____

Date of Contract: _____ through _____

Firm Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Contact Person: _____

Date of Contract: _____ through _____

4. DIVERSITY CERTIFICATION CHECK LIST (OPTIONAL)

Please check the diversity code that best represents your company and sign below:

- Minority Business Enterprise (MBE)

To qualify as an MBE, the firm must be a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated, and controlled by minority group members. Ownership by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals. Further, those minority group members control the management and daily operations. Minority group members are defined as:

- Asian-Indian - A U.S. citizen whose origins are from India, Pakistan, or Bangladesh.
- Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.
- African American - A U.S. citizen having origins in any of the Black racial groups of Africa.

- Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas of Latin America or the following regions: Mexico, Central America, South America, and the Caribbean Basin, only.
- Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. Native Americans must be documented members of a North American tribe, band or otherwise organized group of native people who are indigenous to the continental United States and proof can be provided through a Native American Blood Degree Certificate (i.e., tribal registry letter, tribal roll register number). To certify your business as an MBE, contact your local SBA office to register as a "Small Disadvantaged Business" or 8(a) corporation on SBA Pro-Net or visit the National Minority Supplier Development Council home page.
- US Pan Asian American Chamber of Commerce

Women Business Enterprise (WBE)

To qualify as a WBE, the firm must be a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated, and controlled, by a woman or women members. Ownership by female individual's means the business is at least 51% owned by such individuals or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals. Further, the management and daily operations are controlled by the woman or women members. Woman-owned businesses can be certified in any of three ways:

- Register with the Women's Business Enterprise National Council
- Register with the National Women Business Owners Corporation
- Current state or municipal certifications clearly stating woman-owned status (subject to review)
- All individuals must have a net worth of less than \$750,000, excluding the equity of the business and primary residence.
- All applicants must also meet applicable size standards for small businesses in their industry. To become SDB certified, visit the SBA SDB home page.

Veteran-Owned Business (VOB)

Business must meet the requirements as a Small Business. It must be at least 51% owned and controlled by a U.S. Veteran or Veterans possessing a discharge other than dishonorable.

Veteran-owned business can be certified two ways:

- Register with SBA Veterans' Program
- Register with SBA Pro-net

Disabled Veteran-Owned Business (DVOB)

Business must meet the requirements as a Small Business. It must be at least 51% owned and controlled by a U.S. Veteran or Veterans possessing a discharge other than dishonorable. Disability may be any degree that was acquired or aggravated during active service.

Disadvantaged Business Enterprise (DBE)

Means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to the acquisition; and either: it has received certification by the Small Business Administration as

a small disadvantaged business concern consistent with 13 CFR part 124, subpart B, and: no material change in disadvantaged ownership and control has occurred since its certification; where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and it is identified, on the date of its representation, as a certified small business concern in the Central Contractor Registration (CCR) database.

CONTRACTOR

Print Name and Title: _____

Signature of Authorized Agent Date

E-mail address: _____ Phone Number: _____

5. SIGNATURE

The undersigned, having carefully read and examined this RFP, and being familiar with (1) all the conditions applicable to the work for which this proposal is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this proposal is submitted in accordance with the proposal documents for the amounts quoted herein.

Signature of Authorized Agent Date

Printed Name of Authorized Agent Date

Attachment B



Insurance Requirements

Automobile Insurance

Contractor, at its own expense, shall maintain business automobile liability insurance, for all owned, non-owned, and leased vehicles used in the performance of Services under this Agreement, with limits of at least \$200,000 for bodily injury per person, \$200,000 for total bodily injury, and \$100,000 for property damage. Contractor shall provide proof of said automobile liability insurance to CVCF prior to the Effective Date, upon demand, and annually thereafter for the Term of Agreement. This paragraph applies only if contractor is driving on any business related to this agreement.

Liability Insurance

Contractor, at its own expense, shall maintain comprehensive liability insurance in the amount of at least one million dollars (\$1,000,000.00) per occurrence. Contractor shall provide proof of said comprehensive liability insurance to CVCF prior to the Effective Date, upon demand, and annually thereafter for the Term of Agreement.

Workers' Compensation Insurance

Contractor, at its own expense, shall maintain workers' compensation insurance for the protection of Contractor's employees engaged in the performance of Services under this Agreement. Contractor shall provide proof of said workers' compensation insurance to CVCF prior to effective date, upon demand, and annually after for the Term of Agreement. This paragraph applies only if Contractor has one or more employees.

Industry Standard Insurance

Contractor, at its own expense, shall maintain insurance that is the industry standard for the type of services being provided under their grant or contract. Contractor shall provide proof of said insurance to CVCF prior to effective date, upon demand, and annually thereafter for the Term of Agreement.

Additional Insured Endorsement

Agency shall be named upon the certificate issued as an "additional insured," and a copy of the corresponding endorsement shall be provided by Contractor to Agency prior to the Effective Date, upon demand, and annually for the term of the agreement.

COI and Endorsement Information:

Central Valley Community Foundation
Attn: Procurement
1260 Fulton St. Suite 200 Fresno, CA 93721

**Attachment C
SAMPLE CONTRACT**

**CENTRAL VALLEY COMMUNITY FOUNDATION
INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (this "Agreement") is made and entered into on Click or tap to enter a date. (the "Effective Date), by and between CENTRAL VALLEY COMMUNITY FOUNDATION ("CVCF"), a California public benefit corporation and Click or tap here to enter text. ("Contractor"), a(n) Choose an item. CVCF and Contractor are sometimes collectively referred to in this Agreement as the "Parties" or singularly as a "Party" or by their individual names.

RECITALS

CVCF is a nonprofit community foundation serving California's Central San Joaquin Valley.

Contractor is being engaged by CVCF to assist with Click or tap here to enter text.

If applicable, Contractor's relationship to CVCF as an independent contractor is appropriate and permissible for this project based on the Eligibility Attestation of the Parties attached hereto as Exhibit B and incorporated herein by this reference.

CVCF and Contractor now desire to memorialize the terms and scope of their relationship in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and these Recitals, incorporated by this reference, and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **Services of Contractor.** Contractor agrees to provide CVCF with Click or tap here to enter text. (the "Services") as detailed in Exhibit A – Scope of Work.
2. **Compensation.**
 - a. **Invoicing/Payment.** CVCF agrees to a fixed rate contract paid on a monthly basis for the term of the contract. Contractor will submit to CVCF a detailed and itemized monthly invoice pursuant to this Agreement ("Contractor's Invoice"), detailing;
 - i. Date service(s) performed
 - ii. Duties performed
 - iii. Material expenses, if applicable

Upon receipt of Contractor's Invoice, CVCF will make payment to Contractor for services rendered monthly for completed work within thirty (30) days of receiving Contractor's Invoice or receipt of funds from the government, whichever is later.

- b. Total contract shall not exceed Click or tap here to enter text. (\$Click or tap here to enter text.)
 - c. Payment Schedule. Click or tap here to enter text.
 - d. Expense Reimbursement. CVCF shall reimburse Contractor for all Reimbursable Expenses (as defined below) within thirty (30) days of receiving a written request for reimbursement from Contractor and copies of all receipts for such expenses.
 - e. Contractor shall be responsible for providing its own office environment, including all equipment, supplies, and work area at its sole expense. Contractor shall also be solely responsible for all other business expenses incurred by Contractor in relation to the Services, except as specifically provided herein.
 - f. Choose an item.
3. **Term of Agreement.** This Agreement shall become effective on the Click or tap to enter a date. and will continue in effect until Click or tap to enter a date. (with option to renew if agreed to in writing by both parties), or until terminated as set forth below (the "Term").
4. **Termination.**
- a. Termination Without Cause. Either Party may terminate this Agreement, without cause, at any time by delivering at least 60 (Click or tap here to enter text.) days written notice to the other Party.
 - b. Termination For Cause. Should either Party default in the performance of this Agreement or materially breach any of its provisions, the nonbreaching Party may terminate this Agreement by giving written notification to the breaching Party. Termination shall be effective immediately on receipt of the notice, or five (5) days from mailing of the notice, whichever occurs first. For the purposes of this section, material breach of this Agreement shall include, but not be limited to, the following:
 - i. Failure of Contractor to perform the Services in a timely manner, to the satisfaction of CVCF, in its sole discretion.
 - c. Automatic Termination. This Agreement terminates automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either Party; (b) sale or discontinuance of the business of either Party; or (c) death or incapacity of Contractor.
5. **Requirements of Contractor.**
- a. Automobile Insurance. Contractor, at its own expense, shall maintain business automobile liability insurance, for all owned, non-owned, and leased vehicles used in the performance of Services under this Agreement, with limits of at least \$200,000 for bodily injury per person,

\$200,000 for total bodily injury, and \$100,000 for property damage. Contractor shall provide proof of said automobile liability insurance to CVCF prior to the Effective Date, upon demand, and annually thereafter for the Term of Agreement. This paragraph applies only if contractor is driving on any business related to this agreement.

- b. Liability Insurance. Contractor, at its own expense, shall maintain comprehensive liability insurance in the amount of at least one million dollars (\$1,000,000.00) per occurrence. Contractor shall provide proof of said comprehensive liability insurance to CVCF prior to the Effective Date, upon demand, and annually thereafter for the Term of Agreement.
- c. Workers' Compensation Insurance. Contractor, at its own expense, shall maintain workers' compensation insurance for the protection of Contractor's employees engaged in the performance of Services under this Agreement. Contractor shall provide proof of said workers' compensation insurance to CVCF prior to effective date, upon demand, and annually after for the Term of Agreement. This paragraph applies only if Contractor has one or more employees.
- d. Industry Standard Insurance. Contractor, at its own expense, shall maintain insurance that is the industry standard for the type of services being provided under their grant or contract. Contractor shall provide proof of said insurance to CVCF prior to effective date, upon demand, and annually thereafter for the Term of Agreement.
- e. Additional Insured Endorsement. Agency shall be named upon the certificate issued as an "additional insured," and a copy of the corresponding endorsement shall be provided by Contractor to Agency prior to the Effective Date, upon demand, and annually for the term of the agreement.
- f. COI and Endorsement Information:

Central Valley Community Foundation
Attn: Procurement
1260 Fulton St. Suite 200 Fresno, CA 93721
- g. Compliance with Laws. Contractor shall comply with all applicable State and Federal laws, including but not limited to, wage and hour and payroll withholding laws.
- h. Form W-9. Contractor shall provide a completed Form W-9 from the Department of the Treasury Internal Revenue Service to CVCF upon the Effective Date and on an annual basis thereafter for the Term of Agreement.
- i. Form 590 or 587. Contractor shall provide a completed California Form 590 or 587 from the California Franchise Tax Board, to CVCF, upon the Effective Date and on an annual basis thereafter for the Term of the Agreement.

- j. Eligibility Attestation Form. If applicable, complete and submit Exhibit B - Eligibility Attestation Form.
6. **Relationship of the Parties**. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor consider or allege that CVCF is its employer, partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to CVCF's employees, if any, including, but not limited to, workers' compensation, disability insurance, health insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, disability, workers' compensation, or other insurance, as well as licenses or permits usual or necessary for performing the Services by Contractor. Contractor shall pay, when and as due, all taxes incurred as a result of Contractor's compensation, including self-employment and estimated taxes, and shall provide CVCF with proof of payment on demand. Contractor may represent, perform services for, or be employed by any additional persons or companies as Contractor sees fit.
7. **Contractor's Representations and Indemnities**.
 - a. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of CVCF. Failure to provide these Services shall constitute a material breach of this Agreement. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from CVCF. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
 - b. Contractor shall and does hereby indemnify, defend, and hold harmless CVCF and CVCF's officers, directors, agents, employees, and donors from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interests, penalties, and reasonable attorneys' fees and costs, that CVCF may incur or suffer and that result from, or are related to, any negligence or intentional wrongdoing of the Contractor related to the Services or this Agreement, or any breach or failure of Contractor to perform any of the representations, warranties, agreements, or Services contained in this Agreement.
8. **Work Product and Proprietary Information**.
 - a. Work Product. Contractor agrees that all work product, including but not limited to reports, graphics, memoranda, slogans, taglines, and other intellectual property developed by Contractor alone or in conjunction with others in connection with the performance of Services pursuant to the Agreement is and shall be the sole property of CVCF, and Contractor shall retain no ownership interest or rights therein.
 - b. Proprietary Information. Contractor agrees that all plans, reports, financial data, vendor lists, price and cost reports, books, records, donor lists, computer records, and all other information furnished by CVCF for use by Contractor are "Proprietary Information" and the

property of CVCF. Contractor may not, for any reason, disclose to third Parties or use, for any purpose other than to provide the Services, any Proprietary Information.

- c. Contractor will maintain in confidence and will not, directly or indirectly, disclose or use, either during or after the Term of this Agreement, any Proprietary Information or confidential information or knowledge belonging to CVCF whether it is in written or permanent form, except to the extent necessary to perform the Services. On termination of this Agreement, or at the request of CVCF before termination, Contractor shall deliver to CVCF all materials in Contractor's possession relating to CVCF's business. The obligations concerning Proprietary Information extend to information belonging to distributors and suppliers of CVCF about whom Contractor may have gained knowledge as a result of performing the Services.
9. **Notices.** Any notices required to be given under this Agreement by either Party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the Parties at the addresses listed below, but each Party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

To CVCF:

Central Valley Community Foundation
1260 Fulton St, Suite 200
Fresno, CA 93721

To Click or tap here to enter text.:

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10. **Entire Agreement of The Parties.** This Agreement supersedes all agreements, either oral or written, between the Parties with respect to the rendering of the Services by Contractor for CVCF and contains all the representations, covenants, and agreements between the Parties with respect to the rendering of the Services. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. No provisions of this Agreement may be amended or modified except by an agreement in writing duly authorized by representatives of both Parties.
11. **Precedence.** The general terms and conditions of this agreement take precedence over any items provided by one or the other party to this agreement, such as order forms or instructions.
12. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

13. **Successors and Assigns.** This Agreement may not be assigned or transferred by Contractor without the written consent of CVCF. All covenants, representations, warranties, and agreements of the Parties contained herein shall be binding upon and inure to the benefit of their respective successors and permitted assigns.
14. **Captions and Paragraph Headings.** Caption and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. **Professionals' Fees.** Should any litigation be commenced between the Parties concerning this Agreement, or the rights and duties of any Parties in relation thereto, the Party prevailing in such litigation shall be entitled to, in addition to such other relief as may be granted, to recover from the losing Party a reasonable sum for its attorneys', paralegals', and other professionals' fees and costs in such litigation, or any other separate action brought for that purpose.
17. **Governing Law and Venue.** The rights and obligations of the Parties under or arising out of, and the enforcement and interpretation of, this Agreement shall be governed by the laws of the State of California. The venue for any lawsuit concerning this Agreement, or the rights and duties of any Party in relation thereto, shall be in Fresno County Superior Court or in the United States District Court, Eastern District of California (Fresno).
18. **Nondiscrimination.** Contractor agrees to abide with and shall include the nondiscrimination and compliance provisions of the following clause in all Subcontracts to perform work under this Agreement:

"During the performance of this Agreement, Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age, physical disability, mental disability, medical condition, veteran status, citizenship status, marital status, sexual orientation, gender identity, or any other consideration made unlawful by federal, state, or local laws. Contractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

CVCF:

Click or tap here to enter text.:

Signature

Signature

Click or tap here to enter text.
Name

Click or tap here to enter text.
Name

Date Signed

Date Signed