

REQUEST FOR QUOTE CC20-036

City of Victorville
14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001



DATE: AUGUST 30, 2019

TO: Prospective Bidders

FROM: Celeste Calderon, Management Specialist
Phone (760) 955-5082, Fax 269-0045, email: cmcalderon@victorvilleca.gov

REQUEST FOR QUOTE: ANNUAL SUPPLY AGREEMENT – FURNISH AND DELIVER SIGNS AND SIGN MATERIALS

QUOTE DUE DATE: Bids will be received by the Purchasing Agent of The City of Victorville **until 2:00 p.m., PST, SEPTEMBER 17, 2019** for the work to be done as described in the document entitled Specifications. ***E-mailed and faxed bids will be accepted. However, please be informed that the selected contractor will be required to submit all original signed documents prior to formal award.***

PROPOSAL REQUIREMENTS AND CONDITIONS

A bid proposal form is included herein. Additional bid proposal forms may be obtained from the Purchasing Section in the Finance Division of the Administrative Services Department, City of Victorville. The City is not, nor shall be deemed liable for any costs incurred by bidder in the preparation, submittal, or presentation of their bids.

Please reference "**Request for Quote CC20-036**" when contacting The City regarding this solicitation. Inquiries regarding this solicitation should be directed to:

Celeste Calderon, Finance Specialist
Phone (760) 955-5082, Fax (760) 269-0045
Email: cmcalderon@victorvilleca.gov

CONTRACT TERMS AND CONDITIONS

1. AWARD OF CONTRACT

- a. The City of Victorville reserves the right to accept or reject any and all bids and to award a contract to the bidder who best meets its requirements. Relevant factors which shall be considered in evaluating the bids are: completeness and accuracy of bid, to include acknowledgement of any applicable addendum(s); length and nature of warranties; past experiences of The City of Victorville with the bidder; references from other cities, developers, or municipalities regarding past work done by the bidder; ability to complete the job in the specified time with the specified quality of workmanship; as well as the lowest and best price.
- b. The City of Victorville further reserves the right to award the contract to other than the lowest Bidder if such action is deemed to be in the best interest of The City of Victorville and to award any portion of or all of this annual supply agreement to one or more bidders.

REQUEST FOR QUOTE CC20-036

2. **TERM OF CONTRACT**

The term of this contract shall begin (TBD) and will expire on June 30, 2020 (the end of the City's fiscal year) and may be extended for **four (4)** additional one-year periods, at the option of City, subject to satisfactory performance as determined by The City of Victorville.

3. **CONTRACT EXECUTION**

The successful bidder shall execute a Contract with The City for the services to be provided. A sample General Service Agreement is provided as Attachment A at the end of this RFQ.

4. **INSURANCE**

The successful bidder shall provide proof of automobile liability and worker's compensation (as applicable)

5. **TERMINATION FOR CONVENIENCE**

The City of Victorville may, by written notice, terminate this contract in whole or in part, when deemed in The City's interest. Upon termination of this contract, The City of Victorville shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

6. **TERMINATION FOR DEFAULT**

The City of Victorville, may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

1. Deliver the supplies or to perform the services within the time specified in this contract or any extension; or
2. Make progress, so as to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.

7. **PREFERENCE TO LOCAL VENDORS**

The City Council, in awarding bids pursuant to Section 2.28.160 of the Municipal Code, may at its discretion grant qualified local vendors a bidding preference of three percent. Such preference, however, shall not exceed aggregate sum of one thousand dollars for any contract awarded under this project, a "local vendor" is defined as any individual, partnership or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the city.

REQUEST FOR QUOTE CC20-036

CITY OF VICTORVILLE CC20-036 SIGNS AND SIGN MATERIALS PRODUCT SPECIFICATIONS

A. GENERAL

All signs, unless otherwise specified, will be made in accordance with the State of California, Department of Transportation, Standard Sign Design and drawings.

B. METAL

1. Metal

- a. The base metal shall be new aluminum sheet stock .080 gauge, unless otherwise specified, and temper designation 5052 H38; the dimension to be as indicated in these specifications of order and shall be free of all corrosion, white rust and dirt. A three-part chrome coating system shall be used on all base metal.
- b. The vendor must furnish to the Public Works Department mill certification of the aluminum alloy and heat treatment of each delivery of signs. Stock utilized in fulfilling this contract shall be subject to inspection by a Public Works Department representative prior to the degreasing operation. Failure to comply with either of these requirements will be considered cause for rejection.

2. Fabrication

The fabrication of all metal parts shall be accomplished in uniform workmanlike manner. The sign panels are to be cut as shown on the sign specification sheets. The dimensional tolerance of the panels shall be plus or minus 1/16". Metal panels shall be cut to size and shape and shall be free of buckles, warps, dents, burs, and any other defects resulting from fabrication, including shearing and cutting. Punching of holes shall be completed prior to the base metal pretreatment.

3. Pretreatment

The front and back surfaces of the aluminum base metal shall be cleaned, deoxidized, and coated dry in place with a light, tightly adherent chromated conversion coating free of any powdery residue. The base metal treatment process shall be in conformance with section 5, "Recommended Processing Methods" of ASTM Designation: B 449. The coating weight shall be Class 2 (10-34 mg/sq. ft.) with a median of 25 mg/sq. ft. as the optimum coating weight.

C. REFLECTIVE SHEETING

1. Description

The reflective sheeting shall consist of 3M spherical lens elements adhered to a synthetic resin and enclosed (engineering) or encapsulated (hi-intensity), by a flexible, transparent, plastic that has a smooth, outer surface (clear-coat). All sheeting shall be supplied in rolls (material intended for shop production of new traffic control signs); or sheets (designed for production of sign faces for replacement of existing traffic control signs). Color or reflective

REQUEST FOR QUOTE CC20-036

sheeting may be white, red, blue, green, orange, yellow, brown or silver and non-reflective sheeting may be black.

The 3M reflective sheeting shall be of the type that can be applied to the face of the sign (in accordance with the recommendations of the reflective sheeting manufacturer) using either (a) an approved vacuum applicator using a combination of vacuum and heat, or (b) a squeeze roller applicator.

The enclosed lens type of reflective sheeting shall be backed with pre-coated, pressure-sensitive or heat-activated adhesive, which will adhere to flat, clean sign surfaces. The encapsulated lens type of reflective sheeting shall be backed with pressure-sensitive adhesive only. The pre-coated adhesive shall be pre-coated with an easily removed liner, shall have no staining effect in the reflective sheeting, and shall be mildew resistant.

The reflective sheeting shall have sufficient strength so it can be handled, processed, and applied (according to the recommendations of the sheeting manufacturer) without appreciable stretching, tearing or other damage.

D. SCREENING INKS AND PROCESS PASTE

1. Outdoor Weatherability

The sign shall be weather resistant and show no appreciable cracking, blistering, crazing or dimensional change after two (2) years of unprotected outdoor exposure.

2. Reflective Intensity (Transparent Color)

Transparent colored inks (3M 880) shall be processed and applied in accordance with the recommendation of the sheeting manufacturer (3M).

3. Solvent and Detergent Resistance

All City seals shall be provided with inks that will resist solvents and detergents.

4. Inscription

All signs shall be delivered with the inscription **“PROPERTY OF THE CITY OF VICTORVILLE”** silkscreened onto the sign. In addition, all materials with protective graffiti coating will be inscribed with “POF” on the face of the sign. The size of the lettering will be determined by the City of Victorville.

E. SIGN PANEL FABRICATION

1. Legend and Border

The legend shall be one or a combination of the following types:

- a. Direct screened or reverse screened. The finished, screened sign shall comply with all requirements of these specifications, including color and reflectivity.

REQUEST FOR QUOTE CC20-036

- b. Pressure-sensitive, cut-out reflective sheeting of the same type as specified previously in these specifications. Such sheeting shall comply with all specified requirements, including color and reflectivity.

F. PACKAGING

- 1. The sheeting supplies shall be of good appearance, free from ragged edges, rucks, and extraneous materials, and shall be furnished in sheets (sign faces) or rolls. When furnished as cut sheets (sign faces), the sheeting shall be packaged flat with slip sheets in accordance with commercially accepted standards. The sheeting shall be packed snugly in corrugated fiberboard cartons, in accordance with commercially accepted standards. When furnished as roll goods, each carton shall clearly stipulate the brand, quantity, size, lot or run number, color and type of adhesive. Stored under normal conditions, all sheeting as furnished, shall be suitable for use for a minimum period of one (1) year.
- 2. Signs shall be packaged stored on edge and kept dry. Signs shall be packaged in such way that they can be easily identified without removing the packaging.
- 3. All signs shall be shipped per sheeting manufacturer’s recommendations in containers or cartons in such a manner as to insure delivery in perfect condition.
- 4. The signs shall be delivered to the City of Victorville, Public Works Department, 14177 McArt Road, Victorville, California, 92392. **All deliveries shall be made within two working days, of receipt of order. Emergency orders shall be delivered within 24 hours. Verbal orders shall be acceptable.** In case of an emergency, the City reserves the right to pick up limited quantities of signs and material at the vendors plant or warehouse.
- 5. All signs will be shipped with fiberglass washers to prevent rusting, etc., from occurring after installation.

G. CERTIFICATION

All deliverable material must be accompanied by the manufacturer’s certification, which states that all the material supplied to the City of Victorville meets all the requirements as set forth in these specifications. Signs not meeting the requirements of these specifications will be rejected.

Specifications set forth by the City of Victorville are to be considered as a minimum. Bidders shall also accompany the signed Bid Proposal Form with a list of exceptions to the specifications for the equipment proposed which do not meet the minimum specifications as set forth in the City of Victorville Specifications for the **Annual Supply Agreement – SIGNS AND SIGN MATERIALS**. A statement of all guarantees provided by the manufacturer covering the item(s) proposed and the appurtenant equipment shall also accompany the Bid Proposal Form.

No bidder shall be acceptable who is not a reputable manufacturer or manufacturer's franchised dealer of such item(s) as submitted for bid consideration.

REQUEST FOR QUOTE CC20-036

Each bidder shall submit with his bid a copy of his proposed product specifications, complete detailed drawing(s), and other descriptive matter in sufficient detail to clearly describe the **Annual Supply Agreement - SIGNS AND SIGN MATERIALS**, material(s) and part(s) offered.

For the purpose of determining minimal performance and quality standards, these specifications are based on the compilation of manufacturer's specifications. The final determinant for "equal product" quotes shall solely be the City of Victorville. Submission of any quote or proposal shall be subject to this determination and will be a consideration in the presentation and bid award. Any party submitting a quote or proposal shall do so fully accepting this quality determinant procedure. Standard equipment and materials, unless otherwise stipulated, are a part of these specifications.

AWARD TO PRIMARY AND SECONDARY LOW BIDDER

The City of Victorville will award two contracts for concrete products, a primary and a secondary. Both awards will be based on the same criteria as outlined elsewhere in this document. It is the City's intent to use the secondary contract as a back-up on an as-needed-basis, no minimum order amount is guaranteed. It is expected that the secondary contractor will be available on short notice to deliver the materials outlined in the specifications, without exceptions and as detailed in the specifications.

The City will order from the secondary source only after giving the primary source the opportunity to provide the required materials by the date needed.

REQUEST FOR QUOTE CC20-036

CITY OF VICTORVILLE CC20-036 SIGNS AND SIGN MATERIALS SUBMISSION CERTIFICATION

I hereby submit to The City of Victorville the following bid proposal for work outlined in plans and specifications entitled "Chemical Root Control, Project CC19-101." All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- Submission Certification
- Bid Proposal
- Proposer Identification
- Customer References
- Worker's Compensation Certificate
- Non-Collusion Affidavit
- Debarred Certification

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my bid proposal.

Business Name

Authorized Signature

Printed Name and Title

Date Signed

Telephone Number

REQUEST FOR QUOTE CC20-036

CITY OF VICTORVILLE CC20-036 SIGNS AND SIGN MATERIALS BID PROPOSAL FORM

The undersigned hereby agrees to furnish and deliver the item(s) listed below in accordance with the specifications (which have been carefully examined and are attached hereto). The listed quantities are provided as a best estimate of usage by the City of Victorville. These quantities do not constitute an offer to purchase, nor an exact listing of materials that the City will purchase. They are provided as a parameter for bidders to formulate their quotations. Unit pricing provided shall remain firm for the term of this contract regardless of quantity changes. The City of Victorville will order supplies on as-needed-basis only.

ITEM	QTY.	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLANKS:		
1	150	18" X 18" BLANKS (PRE-DRILLED 4 HOLES)/S.R.		
2	100	18" X 24" BLANKS (PRE-DRILLED 4 HOLES)/S.R.		
3	75	24" X 30" BLANKS (PRE-DRILLED 4 HOLES)/S.R.		
4	100	30" X 30" BLANKS (PRE-DRILLED 4 HOLES)/S.R.		
5	75	36" X 36" BLANKS (PRE-DRILLED 4 HOLES)/S.R.		
		SIGN FACES WITHOUT MESSAGE W/INSCRIPTION:		
6	100	18" X 28" P.S./RED W/BLACK BORDER V.I.P./W1150		
7	100	18" X 18" P.S./YELLOW W/BLACK BORDER V.I.P./W1150		
8	50	24" X 24" H.A./YELLOW W/BLACK BORDER/E.G.		
9	150	30" X 30" H.A./YELLOW W/BLACK BORDER E.G.		
10	150	18" X 24" H.A./WHITE W/BLACK BORDER E.G.		
11	40	24" X 30" H.A./WHITE W/BLACK BORDER E.G.		
12	40	30" X 30" H.A./ORANGE W/BLACK BORDER H.I.		
		SIGN FACES WITH MESSAGE W/INSCRIPTION:		
13	50	36" X 36" H.A./YELLOW W/BLACK BORDER E.G.		
14	150	24" X 30" H.A./WHITE W/BLACK BORDER/E.G.		
15	100	30" X 30" H.A./STOP AHEAD/H.I. (W41) W/1150		

REQUEST FOR QUOTE CC20-036

ITEM	QTY.	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
16	40	30" X 30" H.A./SIGNAL AHEAD/H.I.(W41) W/1150		
17	75	36" X 36" P.S./STOP AHEAD/(W17) V.I.P. W/1150		
18	50	36" X 45" H.S./SPEED LIMIT/E.G.(R-2)(1150) ("SPEED LIMIT ONLY")		
		BLANKS:		
19	100	9" X 48" FLAT BLANKS W/BLUE SHEETING WITH HOLES V.I.P. (CITY SEAL SCREENED ON SIGN)		
20	100	9" X 36" FLAT BLANKS W/BLUE SHEETING WITH HOLES V.I.P. (CITY SEAL SCREENED ON SIGN)		
21	200	9" X 42" FLAT BLANKS W/BLUE SHEETING WITH HOLES V.I.P. (CITY SEAL SCREENED ON SIGN)		
		DECALS:		
22	100	CITY OF VICTORVILLE (WITH SOLVENT AND DETERGENT RESISTANT)		
23	10	18" X 36"/H.I. (W56) 1150 V.I.P.		
24	10	18" X 36"/ H.I. (W57) 1150 V.I.P.		
25	10	24" X 30" /(W81) V.I.P. W/1150		
26	10	18" X 24" /H.I. R10a (1150)		
27	6	30" X 30" /H.I. R11 (1150)		
28	8	24" X 48" /H.I. (SR4) (1150)		
29	30	30" X 30" /E.G. (W53) 1150		
30	10	30" X 30" /H.I. (W54) 1150 V.I.P.		
31	2	30" X 30" /E.G. (G59)		
32	2	30" X 30"/E.G. (G66)		
33	30	36" X 45"/E.G. (50 M.P.H. R-2) (1150) FIVE HOLES (CENTER)		
34	15	36" X 45"/E.G. (45 M.P.H. R-2) (1150) FIVE HOLES (CENTER)		
35	20	36" X 45"/E.G. (40 M.P.H. R-2) (1150) FIVE HOLES (CENTER)		
36	15	36" X 45"/E.G. (35 M.P.H. R-2) (1150) FIVE HOLES (CENTER)		
37	15	36" X 45"/E.G. (25 M.P.H. R-2) (1150) FIVE HOLES (CENTER)		

REQUEST FOR QUOTE CC20-036

ITEM	QTY.	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
38	10	36" X 45"/E.G. (END M.P.H. R-3) (1150) FIVE HOLES (CENTER)		
39	175	30"/V.I.P. (STOPS – 1150 – R –1)		
40	125	36"/V.I.P. (STOPS – 1150 – R – 1)		
41	6	30" X 30" /E.G. (SW21B)		
42	200	30" X 30" / E.G. (TEMP NO PARKING)		
43	6	12" X 18" / E.G. (R99)		
44	20	TYPE K		
45	20	TYPE L		
46	100	SAFE HITS SURFACE MOUNT		
47	5	72" X 18" OVERHEAD STREET NAME SIGNS (3M SHEETING)		
48	10	84" X 18" OVERHEAD STREET NAME SIGNS (3M SHEETING)		
49	20	96" X 18" OVERLOAD STREET NAME SIGNS (3M SHEETING)		
50	70	SSC EZB 13' – 2" ADJUSTABLE BRACKETS		
51	25	72" X 17.5" ILLUMINATED FACE TYPE "A" (3M SHEETING)		
52	25	96" X 17.5" ILLUMINATED FACE TYPE "A"		
			SUBTOTAL	
			7.75% TAX	
			TOTAL BID PRICE	

TOTAL BID IN WORDS: _____

F.O.B.: Victorville, CA, Freight Prepaid

Payment Terms: _____

Bidder: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature Date

Name printed Title

REQUEST FOR QUOTE CC20-036

CITY OF VICTORVILLE CC20-036 SIGNS AND SIGN MATERIALS PROPOSER IDENTIFICATION

1. Legal name of Proposer: _____
2. Street Address: _____
3. Mailing Address: _____
4. Business Telephone: _____
5. Facsimile Telephone: _____
6. Email Address: _____
7. Type of Business:
 Sole Proprietor Partnership Corporation Other: _____
If corporation, indicate State where incorporated: _____
8. Business License number issued by The City where the Proposer's principal place of business is located.
Number: _____ Issuing City: _____
9. Contractors License number and expiration date.
Number: _____ Expiration date: _____
10. Federal Tax Identification Number: _____
11. Proposer's Project Manager: _____
12. Proposer's Name and Title of Authorized to Sign Legal Documents: _____

REQUEST FOR QUOTE CC20-036

**CITY OF VICTORVILLE
CC20-036 SIGNS AND SIGN MATERIALS
CUSTOMER REFERENCES**

Proposer: _____

LIST THREE AGENCIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS WITH SIMILAR PROJECT AND SIZE		
1.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Person Fax	
	Email Address	
2.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Person Fax	
	Email Address	
3.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Person Fax	
	Email Address	

REQUEST FOR QUOTE CC20-036

**CITY OF VICTORVILLE
CC20-036 SIGNS AND SIGN MATERIALS
WORKER'S COMPENSATION**

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

Signature

Company Name

Printed Name

Business License Number

Title

Date

REQUEST FOR QUOTE CC20-036

**CITY OF VICTORVILLE
CC20-036 SIGNS AND SIGN MATERIALS**

DEBARRED CERTIFICATION ACKNOWLEDGEMENT

(a)(1) The Offeror/Bidder certifies, to the best of its knowledge and belief, that—

(i) The Offeror/Bidder and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this solicitation, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(ii) The Offeror/Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror/Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Offeror/Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s/Bidder’s responsibility. Failure of the Offeror/Bidder to furnish a certification or provide such additional information as requested by the City may render the Offeror/Bidder nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

REQUEST FOR QUOTE CC20-036

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

The Offeror/Bidder certifies that the foregoing is true and correct:

Offeror/Bidder: _____ Federal I.D. No: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

ATTACHMENT A

SAMPLE GENERAL SERVICES STANDARD

PROVIDER AGREEMENT

REQUEST FOR QUOTE CC20-036

**GENERAL SERVICES PROVIDER STANDARD AGREEMENT
BY AND BETWEEN
THE CITY OF VICTORVILLE
AND
NAME OF PROVIDER
FOR
PROJECT NAME, PROJECT NUMBER**

THIS GENERAL SERVICES PROVIDER STANDARD AGREEMENT (hereinafter “Agreement”), is made and entered into by and between the City of Victorville, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as the “City”, and **NAME OF SERVICE PROVIDER, a (type of business)**, hereinafter referred to as “Service Provider.” City and Service Provider are sometimes hereinafter referred to individually as a “Party” and collectively referred to as the “Parties.”

RECITALS:

WHEREAS, the City requires **DESCRIBE SERVICES**; and

WHEREAS, in light of the facts set forth above, the City desires to retain the services of a qualified service provider to provide, on an independent contractor basis, **DESCRIBE SERVICES**; and

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

Section 2. SCOPE OF SERVICES (amend as applicable)

Service Provider shall provide to the City those services set forth in the Scope of Services, attached hereto as Exhibit “A”, and incorporated as part of this Agreement by this reference.

Section 3. COMPENSATION

The City shall pay a total amount not to exceed **SPELL OUT DOLLAR AMOUNT AND 00/100 DOLLARS (\$0.00)** for the services rendered by Service Provider pursuant to this Agreement, subject to the provisions of Section 4.

Section 4. FEE SCHEDULE

The City shall pay Service Provider as provided in the Fee Schedule, attached hereto as **Exhibit “A,”** and incorporated as part of this Agreement by this reference. The provisions of **Exhibit “A”** notwithstanding, in order to receive payments, Service Provider shall be required to

REQUEST FOR QUOTE CC20-036

submit to City monthly invoices detailing all services performed. Provided that services have been satisfactorily rendered, invoices shall be paid by the City approximately thirty (30) working days following receipt of Service Provider's invoice.

Section 5. RESERVED

Section 6. TERM OF AGREEMENT

This Agreement shall be for an initial term of **NUMBER of MONTHS**, commencing on **COMMENCEMENT DATE** (the "Commencement Date") and expiring on **TERMINATION DATE** (the "Termination Date") (the "Term"), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below.

***** IF NO OPTION PERIODS -- DELETE THE FOLLOWING PARAGRAPH FROM THE AGREEMENT IN ITS ENTIRETY*****

This Agreement may be extended for **NUMBER OF YEARS, MONTHS, ETC.** additional one-year periods (hereinafter "Option Periods"), at the option of City, subject to satisfactory performance as determined by the City. City shall give Service Provider sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the City decide to exercise its option(s) to extend. In the event City does not give Service Provider such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 21 below. Should the City fail to give Service Provider the sixty (60) days written notice of its intention to exercise any Option Period, the City may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Service Provider.

Section 7. INDEPENDENT CONTRACTOR STATUS

Service Provider shall at all times during the Initial Term of this Agreement, and (if applicable during any Option Periods), perform the services described in this Agreement as an independent contractor.

**Section 8. REPRESENTATIONS AND ACKNOWLEDGMENTS
REGARDING INDEPENDENT CONTRACTOR'S STATUS OF
SERVICE PROVIDER**

- a. Service Provider represents and acknowledges the following:
 - (1) The City is not required to provide any training or legal counsel to Service Provider or its employees in order for Service Provider to perform the services described in this Agreement.
 - (2) Performance of the services described in this Agreement do not have to be integrated into the daily business operations of the City.
 - (3) The services described in this Agreement can be performed without the use of City equipment, materials, tools, or facilities, unless otherwise provided under a separate agreement.

REQUEST FOR QUOTE CC20-036

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Service Provider on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Service Provider to perform the services described in this Agreement.

(6) Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the City.

b. The City represents and acknowledges the following:

(1) Service Provider is solely responsible for determining who, under the supervision or direction of Service Provider, will perform the services set forth in this Agreement.

(2) The City will not hire, supervise, or pay any employees or assistants working for Service Provider pursuant to this Agreement. Nothing contained in this Agreement shall prevent the City from hiring Service Provider's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Service Provider must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Service Provider to set the hours in which Service Provider performs or plans to perform the services set forth in this Agreement.

(5) Service Provider is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(6) Unless deemed necessary under certain circumstances, Service Provider is not required to perform the services set forth in this Agreement at City Hall or on City-owned property.

(7) Nothing in this Agreement shall be interpreted to preclude Service Provider from working for other persons or firms, provided that such work does not create a conflict of interest.

Section 9. NOT AGENT OF THE CITY

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the City or Service Provider or by any third person to create the relationship of principal and agent.

b. Service Provider shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Service Provider have any authority, express or implied, to bind the City to any obligation whatsoever.

REQUEST FOR QUOTE CC20-036

Section 10. LICENSES AND PERMITS

Service Provider represents that it has obtained and will maintain at all times during the initial Term, and (if applicable, during any Option Periods) of this Agreement all business licenses, including but not limited to a City of Victorville business license, certifications, or permits necessary for performing the services described in this Agreement.

Section 11. WARRANTY

Service Provider agrees to perform all services required by this Agreement in a workmanlike competent and satisfactory manner in accordance with the standards prevalent in the industry for such services.

Section 12. FAMILIARITY WITH WORK

Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Service Provider shall immediately inform the City of such fact and shall not provide any services, except at Service Provider's risk, until written instructions are received from **INSERT DEPT. HEAD NAME AND TITLE**, or his designee.

Section 13. CONFLICTS OF INTEREST

Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such an interest shall be employed by it. In the event the City determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk.

Section 14. COMPLIANCE WITH LAWS

Service Provider shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Service Provider or its employees, officers, or board members.

**Section 15. COMMERCIAL GENERAL AND
AUTOMOBILE LIABILITY INSURANCE**

a. Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), commercial general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Service Provider or its officers, employees, servants, volunteers, and agents and independent contractors.

REQUEST FOR QUOTE CC20-036

b. Service Provider shall further procure and maintain, at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods) commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Service Provider or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

Section 16. WORKERS' COMPENSATION INSURANCE

a. Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

Section 17. RESERVED

Section 18. ADDITIONAL INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation policy, shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the City Attorney, as Additional Insureds.

Section 19. WAIVER OF SUBROGATION RIGHTS

Service Provider shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, employees, servants, volunteers, agents, and independent contractors and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

**Section 20. PROOF OF INSURANCE COVERAGE;
REQUIRED ENDORSEMENTS**

a. Service Provider shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the City Clerk certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b. The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

REQUEST FOR QUOTE CC20-036

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term, and (if applicable during any Option Periods) of this Agreement.

e. The commercial general liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Service Provider's coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Service Provider's insurance and shall not contribute with it."

Section 21. TERMINATION OR SUSPENSION

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

Section 22. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 23. INDEMNIFICATION

a. Service Provider shall defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents, from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys fees, for any personal injuries, deaths, or property damage (including property owned by the City), which may arise out of Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement, unless such losses or damages are proven to be caused by the City's own negligence or willful misconduct, or that of its officers or employees.

b. The City does not and shall not waive any rights that it may have against Service Provider under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

Section 24. REPORTS

REQUEST FOR QUOTE CC20-036

Upon request by **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, Service Provider shall prepare and submit reports to the City concerning Service Provider's performance of the services required by this Agreement.

Section 25. RECORDS

- a. Service Provider shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, to evaluate the cost and the performance of such services.

- b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

- c. **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

- d. Records and supporting documents pertaining to the use of funds paid to Service Provider hereunder shall be retained by Service Provider and made available to **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 26. RESERVED

Section 27. CONFIDENTIALITY

- a. Any and all documents and information obtained from the City or prepared by Service Provider for the City shall be kept strictly confidential unless otherwise provided by applicable law. All City data, documents and information shall be returned to City upon termination of the Agreement.

- b. Any drawings, specifications, reports, records, documents, or other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, or as required by applicable law.

- c. Service Provider shall not disclose to any other entity or person any information regarding the activities of the City, except with the prior written approval of **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, or as required by applicable law.

Section 28. PRINCIPAL REPRESENTATIVES

- a. **PROVIDER REPRESENTATIVE NAME AND TITLE**, is designated as the principal representative of Service Provider for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

- b. **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, shall be the principal representative(s) of the City for purposes of communicating with Service Provider on any matter associated with the performance of the services set forth in this Agreement.

REQUEST FOR QUOTE CC20-036

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

Section 29. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both Parties.

Section 30. ENTIRE AGREEMENT

a. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Service Provider with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Agreement.

c. No agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

Section 31. AMBIGUITIES

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Notwithstanding the foregoing, the Parties agree that **Exhibit "A"** is attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this General Services Provider Standard Agreement and **Exhibit "A"**, the terms of this General Services Provider Standard Agreement shall control and nothing set forth in **Exhibit "A"** shall be deemed to supersede any of the provisions of this General Services Provider Standard Agreement.

Section 32. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the City: **DEPT. HEAD NAME AND TITLE**
REQUESTING Department
City of Victorville
14343 Civic Drive
Victorville, CA 92392

To Provider: **PROVIDER REP. NAME AND TITLE**

REQUEST FOR QUOTE CC20-036

COMPANY NAME
ADDRESS
CITY, STATE, ZIP

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 33. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Service Provider, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Service Provider or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

Section 34. REVIEW BY ATTORNEYS

Each Party hereto has had its attorney(s) review this Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Agreement based on such consultation.

Section 35. WAIVER

a. No waiver shall be binding unless executed in writing by the Party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

Section 36. ASSIGNMENT

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

Section 37. CARE OF WORK

The performance of services by Service Provider or the payment of money by the City shall not relieve Service Provider from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such incomplete, inaccurate or defective work is due to the negligence of Service Provider.

Section 38. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

REQUEST FOR QUOTE CC20-036

Section 39. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

Section 40. GENDER

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 41. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 42. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 43. DEFAULT

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.

b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

Section 44. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either

REQUEST FOR QUOTE CC20-036

Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 45. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 46. ATTORNEYS' FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 47. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Service Provider, approved by the City's Risk Manager, and executed by the authorized City personnel or Mayor.

Section 48. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

a. Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

Section 49. COUNTERPARTS

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

REQUEST FOR QUOTE CC20-036

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

THE CITY OF VICTORVILLE

SERVICE PROVIDER

By: _____
NAME AND TITLE

By: _____
NAME & TITLE

Dated: _____

Dated: _____

ADD ATTEST IF OVER \$50K

By: _____
**Charlene Robinson,
City Clerk**

Dated: _____

THE CITY OF VICTORVILLE

APPROVED AS TO STANDARD FORM:

By: _____
**Chuck Buquet,
Risk Manager**

By: _____
**Andre de Bortnowsky,
City Attorney**

Dated: _____

Dated: _____