



**City of Victorville**

**REQUEST FOR PROPOSAL (RFP)**

for

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***NEW COPIERS AND MAINTENANCE  
SERVICE***

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***PROJECT # CC15-046***

**RFP DUE DATE**

**MAY 13, 2015**

at

**2:00 p.m.**

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This solicitation package includes the sections and subsections listed below. If any of these items are missing from your solicitation package, please notify the contact identified in Section 1(C).

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**CITY OF VICTORVILLE  
CC15-046 RFP NEW COPIERS**

- A. **INTRODUCTION:** The City of Victorville ("City") is accepting sealed proposals for **NEW COPIERS AND MAINTENANCE SERVICE**. The intent of this Request for Proposal is to establish contract for the lease of copiers and a cost per copy maintenance agreement.
- B. **SUBMITTAL LOCATION, CLOSING DATE, AND TIME:** Proposals will not be received after the "closing" date and time indicated. Faxed or emailed proposals will not be accepted.
- Proposals must be received by the Finance Division of the Administrative Services Department of the City of Victorville at 14343 Civic Drive, Victorville, CA 92392 by **2:00 p.m. on MAY 13, 2015**. For additional information please call Celeste Calderon at 760-955-5082 or email at [cmcalderon@victorvilleca.gov](mailto:cmcalderon@victorvilleca.gov). Email or fax proposals will not be accepted.
- C. **MANDATORY PRE-PROPOSAL MEETING:** A mandatory pre-proposal meeting will be held for all prospective Proposers, on **APRIL 29, 2015, 10:00 a.m. at the Conference Room A, City Hall 14343 Civic Drive, Victorville, CA**". This meeting has been scheduled to answer any relevant questions and indicate specific details required in submitting a proposal. Proposals received from proposers who are not represented by an authorized agent at the Pre-proposal Conference may be disqualified from the proposal process and shall be rejected from further contract award consideration.
- D. **ORAL AND PRODUCT DEMONSTRATION:** Qualified vendor(s) may be required to make an oral and product demonstration and would be considered as part of the evaluation process.

Dated:

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Marcie Wolters, Deputy City Clerk

**CITY OF VICTORVILLE**  
**SECTION 2 - TERMS AND CONDITIONS**

NOTE: IT IS THE PROPOSER'S RESPONSIBILITY TO EXAMINE THE "REQUEST FOR PROPOSAL" SOLICITATION IN ITS ENTIRETY PRIOR TO SUBMITTING A PROPOSAL TERMS AND CONDITIONS

A. **Waiting Period**

Proposals shall be firm offers, subject to acceptance or rejection for a period of up to ninety (90) days per "Request for Proposal" from the date of the proposal opening until proceedings are completed and an award is made. Proposer shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.

B. **Insurance**

Proposers are required to provide with their proposal, certificates of insurance verifying coverage, as well as a letter from the Proposer's insurance agent or corporate Risk Management Department acknowledging that the Proposer is able to comply with all insurance requirements. It is highly recommended that Proposers confer with their respective insurance carriers or brokers to determine in advance of proposal submittal, the availability of insurance certificates and endorsements as prescribed herein.

During the term of this Contract, the Proposer shall maintain at Proposer's sole expense, the following insurance.

1. Minimum Scope of Insurance:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 00 02 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 04 04 03 81 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage, "occurrence" form CG 00 01 11 85. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, endorsement CG 25 03 11 85 or CG 25 04 11 85, or the general aggregate limit shall be twice the required occurrence limit.
- b. Professional Liability and errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents in conjunction with the services to be provided. Coverage limits shall be \$1,000,000 or more, per occurrence without reduction for claims paid during the policy period. The carrier should be duly insured and authorized to issue similar insurance policies for this nature in the State of California.
- c. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 01 87, covering Automobile Liability, code 1 "any auto" and endorsement CA 00 25 (Ed. 01 86).
- d. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.

2. Deductibles and Self-Insured Retention:

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Auditor shall procure a bond guaranteeing payment

of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
  1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Proposer; products and completed operations of the Proposer ; premises owned, occupied or used by the Proposer; or automobiles owned, leased, hired or borrowed by the Proposer.  
The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
  2. For any claims related to this project, the Proposer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Proposer's insurance and shall not contribute with it.
  3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
  4. The Proposer's insurance shall apply separately to each insured against whom a claim is made or suite is brought, except with respect to the limits of the insurer's liability.
  5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to the City.
  6. Professional Liability Insurance or Errors and Omissions insurance as appropriate to Proposer's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors and omissions of the Proposer in the performance of the services required by this Agreement. A minimum limit of \$1,000,000 per claim and in the aggregate must be provided.
- B. **BUSINESS LICENSE:** The Proposer shall be required to keep in force throughout the life of the contract, a City business license.
- C. **PROPOSAL PREPARATION COSTS:** The City is not, nor shall be deemed liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.
- D. **PROPOSAL INCLUSIONS:** The "Request for Proposal" documents shall be returned in their entirety, with **ALL** applicable portions fully completed by the Proposer. All Proposers are encouraged to review and confirm that their proposal includes and specifically addresses all of the proposal requirements prior to submitting as outlined elsewhere in this document.
- E. **WITHDRAWAL OF PROPOSAL BEFORE CLOSING:** Any Proposer may request the withdrawal of their submitted proposal, by written request, at any time **prior** to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, the City will consider the Proposer's proposal null and void, and return the proposal to the Proposer unopened. Withdrawal of Proposer's proposal will not prejudice Proposer's re-submittal for this or any future proposal(s).
- F. **MISTAKE IN PROPOSAL:** Any Proposer may withdraw their proposal after the proposal opening, subject to the time restrictions indicated below, **only** if the Proposer can establish to the City's satisfaction, that a mistake was made in preparing the proposal.

1. A Proposer declaring a mistake must provide a written notice to the City within five (5) calendar days following the scheduled closing date, specifying in detail, how the mistake occurred, and how the mistake made the proposal materially different than it was intended.
2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal. A Proposer who claims a mistake shall be **prohibited** from submitting further proposals on the Project on which the mistake was claimed.

G. **PROPOSAL LABELING**: The proposal shall be submitted in a **sealed envelope** with all original pages intact. Proposal envelopes must be **plainly marked** and submitted as follows:

**PROPOSAL FOR COPIERS AND MAINTENANCE SERVICE, RFP #CC15-046**

H. **PROPOSAL SUBMITTAL**: All Proposers shall complete and return one (1) original and three (3) copies of their proposal submittal. All proposals delivered in an express courier package shall be sealed and the cost proposal shall be in a separate envelope within the courier package. **Any proposal found to be illegible or incomplete shall be considered for rejection.** Whether sent by courier, mail, or by means of personal delivery, Vendors assume full responsibility for having their proposal deposited at the proper address and not later than the scheduled closing time. **Faxed or emailed** proposals or modifications will not be considered. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names, will not be considered.

I. **INQUIRIES**: Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request it in writing, no later than **MAY 7, 2015** to allow a reply to reach prospective Proposers before the proposal submission date. In order to receive such materials, Proposers must submit a request in writing to the individual identified below. Verbal explanations or instructions given during any phase of this solicitation will not be binding. Any information given a prospective Proposer will be furnished promptly as an amendment to the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective bidders. Inquiries regarding this solicitation should be directed to:

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

J. **PROPOSAL ACCEPTANCE**: The City of Victorville reserves the right to accept, or reject any and all proposals and waive any irregularities or informalities in any proposals or in the proposal process. The City of Victorville further reserves the right to award the contract to other than the lowest Proposer if such action is deemed to be in the best interest of the City of Victorville.

K. **INTERPRETATION OF DOCUMENTS**: During the proposal solicitation period, should a Proposer find discrepancies or omissions in any part of the "Request for Proposal," or should the Proposer be in doubt as to their interpretation, the Proposer shall immediately notify the contact indicated in Section 1(C), above. Should it be found necessary, an addendum will be sent to all Proposers. Any addenda issued prior to the scheduled proposal closing date and time, shall form a part of this solicitation and shall become a part of the submitted proposal.

Exceptions to this Request for Proposals: Any changes from the provisions of this Request for Proposals, which may be desired by the Proposer, shall be specifically noted on the form provided in **Section D, Page 28**.

K. **APPENDIX**: The appendix shall include any suggested additions or modifications to the scope that the vendor believes will enhance the quality of this project. Proposer brochures, exhibits, and any other pertinent documents may also be included in the Appendix.

L. **PROPOSAL FEE**:

1. Proposer's proposal fee shall be indicated on **Bid Proposal Form** (provided in Section D), for furnishing the, **COPIERS AND MAINTENANCE SERVICE** as required, "Technical Provisions." Each Proposer shall fully complete **all** parts of the Bid Sheet, or their Proposal may be considered for rejection.
  2. Be advised that, at any time, the City may require the Proposer to further itemize and detail components of any or all proposal fee(s), invoices, etc.; e.g., labor, materials, sales tax, etc.
  3. All items presented by the successful Proposer in his/her proposal shall be subject to negotiations between the City and the Proposer.
- M. **PUBLIC RECORD**: Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** become a matter of public record upon contract award, and be made available upon request, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Proposer claims are exempt from disclosure pursuant to the California Public Records Act. The Proposer who claims such an exemption must also state in the proposal that, "The Proposer agrees to indemnify and hold harmless the City and its officers, employees and agents from any claims, liability or damages against the city and to defend any actions brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party."
- N. **CONTRACT EXECUTION**: The Proposer shall execute a Contract with the City for the Services to be provided. A sample contract is provided at the end of this RFP.
- O. **ACCEPTANCE AND PAYMENT**: Proposer's invoice(s) shall include reference to the Purchase Order number issued for the services, and be accompanied by detailed supporting documentation, to include information on services rendered. The City shall pay the Proposer's properly executed invoice, subject to approval by the Buyer, within vendor's payment terms.
- P. **LIENS**: The Proposer shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Proposer on account of said Services to be furnished as a result of the "Request for Proposal," and that may be secured by any lien against the City. The Proposer shall fully discharge each such lien not later than the time performance of the obligation is secured.
- Q. **FEDERAL, STATE, AND LOCAL LAWS**: The Proposer and all subs shall comply with all applicable federal, state, and local laws, rules, and regulations.
- R. **RETENTION OF AND ACCESS TO RECORDS**: At all reasonable times during the term of this contract and for a minimum of three years following final settlement, the City of Victorville, and any designated representative shall have access to all records related to work performed under this contract and the Vendor and all subs shall make such records available for inspection, audit, copying excerpts and transcriptions.
- S. **DRUG-FREE WORKPLACE REQUIREMENTS**: The Vendor and all subcontractors shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).
- T. **AMERICANS WITH DISABILITIES**: The Proposer and all subcontractors shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

- U. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
1. Amendments to the RFP/Contract
  2. City Request for Proposal number CC15-046, including the fully executed contract
  3. Proposer's proposal dated (DATE).
- V. **CONFLICT OF INTEREST:** No member, officer, or employee of the City of Victorville or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer or employee of the City of Victorville has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City of Victorville, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.
- W. **DISPUTES:** Any controversy or claim arising out of or relating to the provisions of this Agreement or the breach thereof may be settled by arbitration, in accordance with the Rules of the American Arbitration Association. The parties may agree to some other form of alternative dispute resolution. Should either party file a court action to resolve any dispute pertaining to this Agreement, any court action shall be initiated in the County of San Bernardino.
- X. **NON-COLLUSION AFFIDAVIT:** All Proposals must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract Code Section 7106.
- Y. **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.
- Z. **TERMINATION FOR DEFAULT:** The City of Victorville, may, by written notice of default to the Vendor, terminate this contract in whole or in part if the Vendor 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.
- AA. **INDEMNIFICATION:** Notwithstanding the limits of any insurance, Proposer shall indemnify the City, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Proposer, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Proposer hereunder, or arising or alleged to arise from Proposer's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City its officials, officers, agents, volunteers or employees, and in connection therewith:

(a) Proposer will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Proposer will promptly pay any judgment rendered against the City, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Proposer's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Proposer agrees to save and hold the City, its officials, volunteers, officers, agents, and employees harmless therefrom;

(c) In the event the City, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Proposer for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Proposer hereunder, Proposer shall pay to the City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(d) Proposer's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Proposer's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Proposer shall require the same indemnification from all subcontractors.

BB. **PATENTS**: The supplier shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or non-patented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

License or Royalty Fee: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the supplier. If the supplier uses any design, device or materials covered by letters, patent or copyright, he/she shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or materials, in any way involved in the work. The supplier and/or his/her Sureties shall indemnify and hold harmless the Owner of the project from any and all claims for infringement by reason of the sue of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

CC. **PUBLIC RECORD** Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** become a matter of public record upon contract award, and be made available upon request, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Bidder claims are exempt from disclosure

pursuant to the California Public Records Act and Government Codes regarding public records. The Proposer who claims such an exemption must also state in the proposal that, "The Proposer agrees to indemnify and hold harmless City and its officers, employees and agents from any claims, liability, or damages against the city and to defend any actions brought against City for its refusal to disclose such material, trade secrets or other proprietary information to any party."

- DD. **AFFIRMATIVE ACTION** City of Victorville hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed, or national origin when reviewing the bid proposals for award of contract.
- EE. **EVALUATION PROCESS**: The purpose of the evaluation process is to determine, from among the proposals received, which Proposers are best, suited to meet the City's needs. Any final analysis or weighted point score does not imply that one Proposer is superior to another, but merely a judgment by the evaluators. The City seeks to select Proposer, who appear to offer the best overall solution for our current and anticipated needs

Selection among the proposals received will be based upon the following:

**Criteria**

1. Past Performance: Qualifications and experience in handling accounts of similar size/needs with other Public Agencies and with the City of Victorville.
2. Vendor Qualifications: The Proposer's experience and expertise in the subject industry.
- 3 Support and Service: The ability of the Proposer to provide support during the term of contract ie. Sales Rep, Customer Service, Billing, Technician and on-line support.
4. Product Capabilities: The functions of the multi-function device based on copier demonstrations.
5. Cost: The cost of the multi-function device will be considered. The total cost includes cost of the equipment (lease), excess copy charges, service and supplies and other miscellaneous fee during the life of the equipment.
6. Product Differentiation. Does the Proposer offer product technology that is substantially unique or different from that of their competitors? Does the Proposer offer any value.

**CITY OF VICTORVILLE**  
**SECTION 3 – SPECIFICATIONS**

**MFC (Multi Function Copier) Requirements – NETWORK**

1. Ethernet Interface 10/100Base-T (Rj-45)
2. Supported OS Windows 2000/2003/2008/2012Server & XP/VISTA/7/8
3. Support Postscript, PCL 5/6
4. Support TCP/IP

**SCANNER**

1. In order to use scanner feature, must have the ability to authenticate user
  - a. Scanner authentication at the MFC's control panel (e.g.: user ID)
  - b. Association with Microsoft Windows Active Directory user accounts
2. Scanned image data control capabilities
  - a. Limitation of scanned file size (e.g.: scanned image can be restricted not to exceed attachment/file size of 15 MB)
  - b. Be able to specify scanned image destination based on user groups (e.g.: scan to shared folder, email or both)
3. Scan quota capabilities: ability to set number of pages which can be scanned per instance
4. Have the ability to set/manage image file format for users.
5. Logging capabilities
  - a. Ability to keep a event log of scanner activity (e.g.: scanned images sent to external recipient or file folder)
6. Scanner network capabilities
  - a. Push capabilities: ability to send to destination through a graphical control panel interface at the copier. Example: Canon's Universal Send, eCopy
  - b. Pull capabilities: network-capable TWAIN interface such as Network Scan Gear
7. Scanner ADF: ADF will need to have the ability to accommodate different media types without jamming or misfeed.
8. Scanning software
  - a. No software should need to be installed on servers or workstations to scan from the Multifunction Copier.

The minimum equipment requirements are as follows:

**SEGMENT 1 – COLOR COPIER**

DESCRIPTION	MINIMUM REQUIREMENTS	
	MEET	EXCEPTION
Color Copier		
Speed – 45 – 55 PPM		
Standard Memory		
Original Paper Size – Min / Max		
Output Paper Size – Min / Max		
Duplex		
Auto Document Feed (ADF)		
Sorter		
Stapling		
Message Display		
Help Key		
Paper Sources #		
Job Build		
Paper Capacity		
Network card 10/100		
Print Drivers		
PDL		
* Auditron		
Reduction/Enlargement		
Staples		
2-Sided		
3 hole-punched		
Scanning capability		
Scan to Email		
Network Connectivity		
Other feature(s) not mentioned above		

- **Auditron** – User access control device that is activated by mechanical plug-in keys or built in programmable coding that will also record the number of copies made and copies made per code.

**SEGMENT 2 – LARGE CAPACITY**

DESCRIPTION	MINIMUM REQUIREMENTS	
	MEET	EXCEPTION
Black and White		
Speed 85 and up		
Standard Memory		
Original Paper Size – Min / Max		
Output Paper Size – Min / Max		
Duplex		
Auto Document Feed (ADF)		
Sorter		
Stapling		
Message Display		
Help Key		
Paper Sources #		
Paper Capacity		
Network card 10/100		
Print Drivers		
PDL		
* Auditron		
Reduction/Enlargement		
Staples		
2-Sided		
3 hole-punched		
Scanning capability		
Scan to Email		
Network Connectivity		
Job Build		
Other Standard Feature(s) not mentioned above		

**SEGMENT 3 – MEDIUM CAPACITY**

DESCRIPTION	MINIMUM REQUIREMENTS	
	MEET	EXCEPTION
Black and White - Color		
Speed 45-55 PPM		
Standard Memory		
Original Paper Size – Min / Max		
Output Paper Size – Min / Max		
Duplex		
Auto Document Feed (ADF)		
Sorter		
Stapling		
Message Display		
Help Key		
Paper Sources #		
Paper Capacity		
Network card		
Print Drivers		
PDL		
* Auditron		
Reduction/Enlargement		
Staples		
2-Sided		
3 hole-punched		
Scanning capability		
Scan to Email		
Network Connectivity		
Other Standard Feature(s) not mentioned above		

**SEGMENT 4 - SMALL CAPACITY**

DESCRIPTION	MINIMUM REQUIREMENTS	
	MEET	EXCEPTION
Black and White		
Speed Less than 35 ppm		
Standard Memory		
Original Paper Size – Min / Max		
Output Paper Size – Min / Max		
Auto Document Feed (ADF)		
Message Display		
Help Key		
Paper Sources #		
Paper Capacity – 8 ½ x 11 and legal size		
Network card		
Print Drivers		
Network Connectivity 10/100		
Scanning		
Scan to email		
Other Standard Feature(s) not mentioned above:		

**SEGMENT 5 – SMALL CAPACITY**

DESCRIPTION	MINIMUM REQUIREMENTS	
	MEET	EXCEPTION
Black and White		
Speed Less than 35 ppm		
Standard Memory		
Original Paper Size – Min / Max		
Output Paper Size – Min / Max		
Auto Document Feed (ADF)		
Message Display		
Help Key		
Paper Sources #		
Paper Capacity - standard		
(Non-network connection)		
Other Standard Feature(s) not mentioned above:		

**CITY OF VICTORVILLE**  
**SECTION 4 - TECHNICAL PROVISIONS**

INTRODUCTION

The City of Victorville ("City") is seeking proposals to establish contracts for the lease of copiers on a cost per copy basis. Proposer shall retain title and ownership and responsibilities of all the equipment. Interested bidders must submit Option to lease for 36 month period to be considered for a contract award.

1. LEASE AGREEMENT

- a. Proposer may submit a sample of lease agreement with his or her proposal. Lease agreement shall not include terms that will conflict with terms (special provisions, terms and conditions, specifications, etc.) contained in this RFP.
- b. The City shall not be required to provide a security deposit for any equipment under the awarded contracts.
- c. Proposer as owner of equipment shall be responsible for payment of all personal property taxes imposed on the equipment leased to the City.
- d. The City shall not be subject to any charges not shown in your proposal submittal, such as: installation charge, information technology support charge, one-time documentation fee, personal property tax, etc., pick-up and delivery.

2. SUPPLIES

Lease prices shall include all supplies needed to operate the machines. Proposer shall be responsible for the delivery of all necessary supplies, as well as the pickup, return, and recycling of all used supply cartridges, such as for toner, developer, fuser, oil, etc. There shall be enough initial supplies (except paper) delivered with each copier to ensure a minimum of one month's usage.

3. COPIER REQUIREMENTS

All copiers shall be new and U.L. approved. All new copiers shall have a zero meter reading. In addition, all copiers supplied at the time of initial installation, shall be current models of modern technology using dry toner and not having been out of production for more than three (3) years. Proposer shall include with their response to this RFP, complete descriptive literature showing specifications of equipment offered. Literature may be submitted in the form of brochures. Literature shall contain information on electrical and space requirements, as well as provide the dimensions of the copiers with and without optional features. Measurements shall include their maximum widths, with sorters and paper cassettes attached.

Copiers shall be able to produce clean, acceptable images using recycled paper (30% or more Post Consumer) made for xerographic purposes.

2. SPECIAL REQUIREMENTS

It shall be the Proposer's responsibility to examine each delivery site and to advise the City of any safety, space, or special requirements that are to be met prior to delivery of equipment. Special requirements may include telecommunication line and jack for computer networking, dedicated electrical line, special electrical plug-in outlet, etc. It shall be the City's responsibility to have the site property prepared for the delivery of equipment, except as follows: If Proposer's equipment requires any special electrical accommodation, i.e., dedicated power line, isolation transformer, power filter, surge protector or suppressor, etc., it shall be the Proposer's responsibility to provide and/or coordinate with City such requirements, at the Proposer's expense.

3. DELIVERY COORDINATION

Proposer shall promptly provide a delivery schedule to the City for each piece of equipment ordered. This is so the City can coordinate the removal of its existing equipment with the delivery of its new equipment. This is especially important for locations with limited space or with large copiers, and will minimize the downtime experienced by departments during the switch of equipment.

4. TRAINING

Training shall be provided to the personnel at the delivery sites on the same day or within a day following the delivery of equipment. Training shall be provided as often as required at no additional cost to the City.

Training shall include instructions on the proper use of equipment and features, briefing on the safety precautions, how to load paper or toner, and how to clear paper jams. Proposer shall also make sure that departments have all pertinent information, such as an affixed sticker indicating the telephone number, serial number, and/or machine ID number, to place service calls and supply orders.

5. ACCEPTANCE

Deliveries are not considered complete until:

- Equipment has been delivered in the configuration as ordered.
- Equipment has been properly installed and made ready for use by City's trained personnel.
- Initial 30-day supply has been delivered.
- Training has been provided to the personnel at the delivery site.
- The responsible representative at the site sign and date an acceptance certificate indicating that the above conditions have been met. A signed bill of lading or delivery receipt obtained by the carrier is not considered acceptable.

6. MAINTENANCE SERVICE REQUIREMENTS

Proposer shall provide preventive and remedial maintenance service during the City's normal working hours – 8:00 a.m. to 5:00 p.m. Monday through Thursday to keep the equipment in good working order.

Preventive maintenance shall be performed in accordance with the manufacturer's specifications. On-call remedial maintenance shall be provided on an "as needed" basis as determined by the City.

Vendor shall have an adequate inventory of spare parts immediately available for repairs and keep all equipment operating at least 90% of the available work time. Repairs should be completed on the first visit.

Only fully trained and qualified technicians shall perform the maintenance on copiers. Vendor shall furnish, install and maintain all equipment in accordance with the manufacturer's specifications. Proposer should only use OEM parts. Proposer shall provide credits for copies used by the Service Technician.

7. LOANER MACHINES

If contract equipment is unrepairable within sixteen (16) business hours (two business days), a loaner machine will be provided to the user department within eight (8) additional business hours at no additional charge to the City.

8. EQUIPMENT AND PRICE GUARANTEE

Proposer shall guarantee that the equipment and prices, including maintenance and operating supplies, will be available to the City for the entire contract period.

For manufacturers, a signed proposal shall be considered as providing this guarantee.

For dealers (non-manufacturers) a signed letter from the copier manufacturer must be submitted with proposal, guaranteeing that the equipment and prices proposed, including maintenance and operating supplies, will be available to the City for the entire contract period. This letter of guarantee shall be an original copy written on the manufacturer's letterhead and addressed to the City of Victorville.

Notwithstanding, the Buyer may accept equipment changes on a case-by-case basis, such as due to obsolescence when the manufacturer replaces its existing model with a newer model. However, prices shall not be increased and specifications shall not be changed to accommodate newer model.

9. DEMONSTRATION

Proposer shall provide and make all necessary arrangements for a demonstration within one (1) week from date of notification. Demonstration shall be provided at no cost to the City. This may require Proposer to demonstrate copiers to personnel from City departments at various times by appointment. Demonstrations within the City of Victorville are preferred.

10. PERIODIC REPORTS

City may request periodic reports from the Proposer. Such reports may be requested to obtain a copier maintenance record, the average respond time to service calls, averaged monthly volume made per segment, etc. Moreover, City may request a complete list of all copiers installed by the Proposer, showing each copier placement by department name, location, copier model, serial number, installation date, anticipated termination date and averaged monthly volume.

A summary of a copier maintenance record shall include:

- ❖ Date and time each service call was received by Proposer
- ❖ Date and time Proposer dispatched service technician
- ❖ Description of problem
- ❖ Description of repair
- ❖ Indication of whether repair was completed on first visit
- ❖ Meter readings at time of repair
- ❖ Average number of copies made between service calls

The City reserves the right to request reports on individual copiers any time a review is required during the contract period. Such reports shall be provided to the City at no additional cost and shall be sent to:

City of Victorville  
Administrative Services Department/Purchasing Section  
14343 Civic Drive  
Victorville, CA 92392  
Attn: Celeste Calderon  
Or by e-mail to: [cmcalderon@victorvilleca.gov](mailto:cmcalderon@victorvilleca.gov)

11. MISCELLANEOUS

Changes in equipment, such as upgrades and downgrades selected from the same Proposer, shall be allowed during the ordering period and shall not be considered an early termination. There shall be no penalties or additional costs for upgrading or downgrading copiers during the ordering period, provided that their replacements are kept for 1 3-year lease period.

12. PRICING PROPOSAL

Proposers are to provide separate quotes for lease and rental options. Copier pricing will include all property taxes, service calls, labor, parts, cartridges and consumable supplies excluding paper and staples.

Copier pricing will be broken out into segments as follows:

- Segment 1 – Color 45-55 ppm with Scanning, network connection, and Finishers
- Segment 2 – Large Capacity – 85 ppm and up with Scanning, network connection and Finishers (large capacity tray)
- Segment 3 – Medium Capacity – 45 – 55 ppm with Scanning, network connection and Finishers
- Segment 4 – Small Capacity – less than 35 ppm with Scanning, network connection.
- Segment 5 – Small Capacity – less than 35 ppm with no scanning and network connection.

13. ZERO VOLUME COMMITMENT (Maintenance Agreement)

Contract shall be on a zero volume commitment bill on a quarterly basis on a fixed cost-per-copy (no yearly escalation). There should be no charge for scanning documents.

14. DELIVERY/PICK-UP AND SET-UP

Vendor must make delivery of all copiers within thirty (30) days of receipt of order. Vendor will deliver and set-up copier on site at the location specified by the City.

15. BUYOUT COST/LEASE

If the City decided to lease all of the equipment, there should only be **\$1.00 buyout** at the end of the lease term agreement. The Proposer assumes all responsibility for any property taxes on equipment provided to the City.

Cause for termination shall include, but not be limited to, failure to deliver within required lead times, failure of the product(s) to meet specifications and/or for reasons of unsatisfactory service.

The City will be allowed to upgrade any equipment on an existing lease agreement mid-term with the same Proposer without being assessed any penalties.

The Proposer assumes all responsibility for any property taxes on equipment provided to the City. The City does not own the equipment, but it is merely leasing it for a fixed time period.

All Proposers wishing to be considered for this contract **must submit a lease program** as part of their proposal.

The Proposer will be responsible for picking up the equipment after the end of the lease at their own expense.

**CITY OF VICTORVILLE  
 BID PROPOSAL FORM**

TO THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA:

The undersigned declares that the locations of the proposed work, the plans, specifications, and contract documents have been carefully examined; and being familiar with all conditions surrounding the work, including the availability of equipment, the undersigned hereby proposes to furnish all equipment, and incidentals to complete all work.

**SEGMENT 1 – COPIER 45-55 PPM WITH SCANNING, NETWORK CONNECTION AND FINISHERS**

OPTION NO. 1 – 36-MONTH LEASE	OPTION NO. 2 - COLOR
Brand and Model No. _____	Brand and Model No. _____
Monthly Lease: \$ _____	Monthly Lease: \$ _____
Cost-Per-Copy: Black _____	Cost-Per-Copy: Black _____
Large Capacity Tray: _____	Cost-Per-Copy: Color _____
Other Fee (specify): _____	Large Capacity Tray: _____
_____	Other Fee (specify): _____
	_____

**SEGMENT 2 - LARGE CAPACITY 85-UP PPM AND UP WITH SCANNING, NETWORK CONNECTION AND FINISHERS**

OPTION NO. 1 – 36-MONTH LEASE	OPTION NO. 2 - COLOR
Brand and Model No. _____	Brand and Model No. _____
Monthly Lease: \$ _____	Monthly Rental: \$ _____
Cost-Per-Copy: _____	Cost-Per-Copy: Black _____
Large Capacity Tray: _____	Cost-Per-Copy: Color _____
Other Fee (specify): _____	Large Capacity Tray: _____
_____	Other Fee (specify): _____
	_____

**SEGMENT 3 – MEDIUM CAPACITY 35-55 PPM WITH SCANNING, NETWORK CONNECTION AND FINISHERS**

OPTION NO. 1 – 36-MONTH LEASE	OPTION NO. 2 - COLOR
Brand and Model No. _____	Brand and Model No. _____
Monthly Lease: \$ _____	Monthly Rental: \$ _____
Cost-Per-Copy: _____	Cost-Per-Copy: _____
Large Capacity Tray: _____	Large Capacity Tray: _____
Other Fee (specify): _____	Other Fee (specify): _____
_____	_____

**SEGMENT 4 – SMALL CAPACITY – LESS THAN 35 PPM WITH SCANNING, NETWORK CONNECTION**

OPTION NO. 1 – 36-MONTH LEASE	OPTION NO. 2 - RENTAL
Brand and Model No. _____	Brand and Model No. _____
Monthly Lease: \$ _____	Monthly Lease: \$ _____
Cost-Per-Copy: _____	Cost-Per-Copy Black: _____
Other Fee (specify): _____	Cost-Per-Copy: Color _____
_____	Other Fee (specify): _____
	_____

**SEGMENT 5 – SMALL CAPACITY – LESS THAN 35 PPM – SCANNING AND NETWORK CONNECTION**

OPTION NO. 1 – 36-MONTH LEASE	OPTION NO. 2 - COLOR
Brand and Model No. _____	Brand and Model No. _____
Monthly Lease: \$ _____	Monthly Lease: \$ _____
Cost-Per-Copy: _____	Cost-Per-Copy Black: _____
Other Fee (specify): _____	Cost-Per-Copy Color: _____
_____	Other Fee (specify): _____
_____	_____

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_

**CITY OF VICTORVILLE**  
**VENDOR QUESTIONNAIRE**

General: Respond to all information requesting in this RFP. Use additional sheets as necessary, Brochures and advertisements will not be accepted as a direct reply to these questions. A qualifying proposal must address all items. Incomplete proposals may be rejected.

Format: Your responses to the Vendor Questionnaire shall be organized and submitted in the format prescribed below in order to facilitate the comparison of proposals.

1. Company Profile: Your company profile shall include the following information.
  - a. How many years has your company been in the business in providing and servicing copiers?
  - b. Company size – staff and client base (i.e., local, regional, statewide, etc.)
  - c. Company's vision, mission, value statements.
  - d. Products and/or services provided.
  - e. Location of the office from which the work will be provided and the staff allocation at that office.
  - f. Identify the account manager and include his or her e-mail address, telephone, fax and cellular phone numbers.
  - g. Identify the person who will be responsible for administering the contract (copier selection, delivery and training coordination, etc. with customer departments), if different from the account manager. Please include the person's title, e-mail address, telephone, fax and cellular number. Also, please include a name of a "backup" person, his or her title, e-mail address, telephone, fax, and cellular numbers.
  - h. The City requires that your company be an authorized dealer for the brand of equipment being offered. Please attach a proof of authorization from manufacturer.
  - i. List at least four (4) references from accounts similar in size. Governmental entities are preferred. For each reference, include organization name, mailing address, years of services, total number of copiers, and the contact person's name, telephone number and e-mail address.
  - j. What method will your company employ to obtain monthly meter readings?
  
2. Services:
  - a. How many technicians does your company currently employ in the greater San Bernardino County and what is the number available to handle service calls from the County? At what point, will your company hire additional technicians? When a primary technician calls in sick, how are his or her services calls handled?
  - b. What is your company's goal regarding your customers' up time? How does your company calculate the up time? What is your company's average up time for the past six months? Attach documents that will substantiate your response.
  - c. What is the process you use to evaluate technician performance as it relates to customer up time? Attach examples of evaluation documentation.
  - d. The City requires that the factory train your service technicians. Please attach proof of factory training and digital certification.
  - e. Please provide an organizational chart of your service department showing names, position and years of experience.
  - f. What is your company's average response time for emergency and non-emergency service calls? Attach documentation that substantiates your response.
  - g. Is after-hours maintenance available? If so, please state available hours, telephone number, hourly rate, and average response time.
  - h. If a delivery of out-of-stock parts is projected to take more than 24 hours, will you provide a temporary backup copier? Based on the total number of service calls over the past twelve months, what was your percentage of calls that took longer than 24 hours to repair? In addition, what was your percentage of calls that were repaired on the first trip? Please

provide a sample report of service calls.

- i. Indicate the name, address, and telephone number of the nearest location that will be providing equipment repair. Also include the name and telephone number of the service manager, and the available days and hours in which service calls can be requested.
- j. Describe your company's approach to quality assurance.
- k. Describe your company's approach to resolving problems that may be encountered in the field.
- l. Please outline a resolution process in the event of escalating service problems. For example, you may list names and telephone numbers starting with the normal 800 service call number, to the local service call number, to the service manager's number, to the account manager's number, to the branch manager's number to the regional manager's number, etc.
- m. Describe your pre-payment penalty.
- n. Do you charge first time delivery and copier return? If so, how much?

3. Telephone Number: List your company's key telephone numbers for:

Service:	_____
Supplies Hotline:	_____
Recycling of Cartridges:	_____
Report of Meter Reading:	_____
Invoices Inquiries:	_____

- 4. Recycling of Empty Supply Cartridges: Will your company issue "return goods authorization" to recycle all empty copier supply cartridges, such as toner, developer, fuser agent, etc.?
- 5. Product Differentiation. Does the vendor offer product technology that is substantially unique or different from that of their competitors? Does the vendor offer any value added services not offered by their competitors? If so, please specify.

**CITY OF VICTORVILLE**  
**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. Federal Tax Identification Number: \_\_\_\_\_
10. Proposer's Project Manager: \_\_\_\_\_

**CITY OF VICTORVILLE**  
**WORKERS' COMPENSATION CERTIFICATE**

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

**CITY OF VICTORVILLE**

**NON-COLLUSION AFFIDAVIT  
(Per Public Contract Code Section 7106)**

State of California )  
 ) ss.  
County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says

that he or she is \_\_\_\_\_, of \_\_\_\_\_ ("Proposer") the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposers or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Proposer, or to secure any advantage against the public body making the award of anyone interested in the proposed award; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**SUBSCRIBED AND SWORN TO BEFORE ME**

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public (Seal)

CITY OF VICTORVILLE

EXCEPTION FORM

Should Proposer take exception to **ANY** of the terms and conditions or other contents provided in the "Request for Proposal," list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "**NONE**" for the first item. *(Make additional copies of this form as necessary)*

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CITY OF VICTORVILLE**  
**ADDENDA ACKNOWLEDGMENT**

The undersigned acknowledges receipt of the following ADDENDA:

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

NAME OF VENDOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title

**CITY OF VICTORVILLE**  
**CUSTOMER REFERENCES**

Proposer/Bidder: \_\_\_\_\_

<b><u>LIST THREE (3) AGENCIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS AND OF SAME MACHINE AND SCOPE</u></b>		
1.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
2.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
3.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	

# **SAMPLE SERVICE CONTRACT**

**GENERAL SERVICES PROVIDER AGREEMENT  
BY AND BETWEEN  
THE CITY OF VICTORVILLE  
AND  
SERVICE PROVIDER  
TITLE OF PROJECT**

**THIS GENERAL SERVICES PROVIDER 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 SERVICE PROVIDER, a STATE FORM 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**, for **DESCRIBE PROJECT** 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**.

**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**

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 of \_\_\_\_\_ DOLLARS (\$0,000,000.00) for the services rendered by Service Provider pursuant to this Agreement, subject to the provisions of Section 4.

**Section 4.                    PAYMENT SCHEDULE**

The City shall pay Service Provider as provided in the Payment Schedule, attached hereto as Exhibit "B," and incorporated as part of this Agreement by this reference (as maybe applicable). The provisions of Exhibit "B" notwithstanding, in order to receive payments, Service Provider shall be required to 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.**                    **PERFORMANCE SCHEDULE**

Service Provider shall perform the services required under this Agreement as provided in the Performance Schedule, attached hereto as Exhibit "C," (as maybe be applicable) and incorporated as part of this Agreement by this reference.

**Section 6.**                    **TERM OF AGREEMENT**

This Agreement shall be for a initial term of **NUMBER OF DAYS, MONTHS, ETC.**, 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.

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.

(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.

(7) Service Provider is required to comply with daily instructions from City staff with respect to when, where or how Service Provider must perform the services set forth in this Agreement.

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.

**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 **DEPT. HEAD** or his or her 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.                  COMPREHENSIVE 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), comprehensive 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.

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 NAMED 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.

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 comprehensive 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**

Upon request by **DEPT. HEAD** or his/her 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 **DEPT. HEAD** or his or her 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. **DEPT. HEAD** or his or her 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 **DEPT. HEAD** or his or her 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 **DEPT. HEAD** 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 **DEPT. HEAD** or as required by applicable law.

#### **Section 29.            PRINCIPAL REPRESENTATIVES**

a. **SERVICES REP.** is designated as the principal representative of Service Provider for



personal service or as of the second (2nd) day after deposit in the United States mail.

**Section 34. 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 35. 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 36. 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 37. ASSIGNMENT**

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

**Section 38. 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 39. 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.

**Section 40. 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 41. 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 42. 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 43. 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 44. 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 45. 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 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 46. 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 47. 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 48.**

**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 49.**

**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.

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

**THE CITY OF VICTORVILLE**

\_\_\_\_\_  
By: **MAYOR,**

Dated: \_\_\_\_\_

**SERVICE PROVIDER**

\_\_\_\_\_  
By: **SERVICE PROVIDER'S AUTHORIZED REP.**

Dated: \_\_\_\_\_

**CITY OF VICTORVILLE'S RISK MANAGER**

***CHUCK BUQUET***

\_\_\_\_\_

Dated: \_\_\_\_\_

