

# REQUEST FOR QUOTE – CC21-004

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



DATE: June 17, 2020  
TO: Prospective Bidders  
FROM: Celeste Calderon, Finance Specialist  
Phone (760) 955-5082, Fax 269-0045, email: [cmcalderon@victorvilleca.gov](mailto:cmcalderon@victorvilleca.gov)

PLEASE QUOTE THE FOLLOWING: Request for Quote to provide Environmental Cleaning Services, in support of the Public Works Department, Fleet Division, Project No. CC21-004

**QUOTE DUE DATE AND TIME: JUNE 30, 2020 @ 2:00 P.M. (LATE BIDS WILL NOT BE ACCEPTED)**

## **HOW TO RESPOND**

Respond by mail, by email (send to [cmcalderon@ci.victorville.ca.us](mailto:cmcalderon@ci.victorville.ca.us)), by fax ((760) 269-0045), or in person (Victorville City Hall, Finance Department, 14343 Civic Dr., Victorville, CA 92392, 2<sup>nd</sup> floor). However, original documents will be requested from the awarded contractor 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 CC21-004 Annual Service Agreement for Environmental Cleaning Services**" 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](mailto:cmcalderon@victorvilleca.gov)

Any prospective bidder desiring an explanation or interpretation of the solicitations, specifications, etc., must request it in writing to the Purchasing Division **by no later than June 24, 2020 @2:00 p.m.**, in order to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

## **SITE VISIT**

Bidders are welcome to view and inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**SPECIFICATIONS:** To perform Annual industrial environmental cleaning services to include, but not limited to, waste oils, oily water and antifreeze recycling, disposal and recycling of solvents, parts cleaning liquids and spill cleanups in accordance with DTSC, DOT, EPA, OSHA and MDAQMD regulations.

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## **Bidders shall provide a description of all environmental services offered.**

Bidders shall state their ability to provide emergency services at any time, Monday – Thursday, 7:00 a.m. – 5:00 p.m. Emergency response time should be at a maximum of four (4) hours. Bidders must indicate in their bids, if they can exceed this time, meet this time frame, or if they need a longer response time. Emergency service should be noted on the Bid Proposal Sheet.

Contractor's access and use of the work site shall not interfere with Public Works Fleet operations. Any conflict shall be promptly referred to the Public Works representative for resolution.

All waste materials will be removed to approved disposal sites, remove all boxes, cartons, packing and scrap material from the work site. Remove all labels that are not intended or required by the manufacturer to remain.

**CONTENT OF SUBMITTAL:** The Bid submittal should be in sequence and address the evaluation criteria and the following information:

1. Experience and qualifications of your company in providing these types of services.
2. Description of all environmental services offered.
3. List the name, address, phone number, fax and email address of a least three (3) references, (preferably government municipalities) on recent and/or similar projects (see reference form included in the RFQ) for both the contractor and any subcontractors.
4. Current workload and ability to perform and respond in a timely manner, if selected. The contractor must be able to provide an estimate and begin work within two (2) work days of approval of estimate.
5. Provide a maximum emergency response time.
6. Forms noted on Page 6 of Submission Certification

Successful bidder providing these services pursuant to these Instructions shall guarantee it meets the specifications as set forth herein. If it is found the services do(es) not meet the requirements of The City of Victorville Specifications, the successful bidder shall be required to correct the same at his or her own expense and within a time frame deemed acceptable by the City of Victorville.

## **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.

## **TERM OF CONTRACT**

The term of this contract shall begin (TBD) and will expire on June 30, 2021 (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.

## **GUARANTY**

A material and workmanship guaranty for a period of twelve (12) months from the date of acceptance of the work will be required. A guaranty form for this purpose is included in the Proposal.

Full compensation for furnishing the guaranty will be considered as included in the contract price or prices paid for the items or work involved and no additional compensation will be allowed thereof.

## **PERMITS AND LICENSES**

The Contractor shall obtain, and provide proof, of all necessary licenses and certifications, including a City of Victorville business licenses, to accomplish the work. The Service Provider shall obtain all required licenses prior to commencing work.

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## **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.

## **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.

## **INSURANCE REQUIREMENTS**

### **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.

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.

### **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.

### **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.

### **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.

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## **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 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."

Service Provider shall review the sample agreement, attached hereto, for additional required insurance criteria.

## **INDEMNIFICATION**

Notwithstanding the limits of any insurance, Contractor 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 Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Contract, 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) Contractor 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) Contractor 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 Contractor's (or its agents, employees, subcontractors or invitees) negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor 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 Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or

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failure to perform the work, operation or activities of Contractor hereunder, Contractor 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) Contractor'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 Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all subcontractors.

## **AMERICAN WITH DISABILITIES**

The proposer 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.

## **DEBARRED LIST**

"No participation in the procurement process shall be permitted by any vendor who has been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549."

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## CITY OF VICTORVILLE CC21-004 ANNUAL SERVICE AGREEMENT FOR ENVIRONMENTAL CLEANING SERVICES

### SUBMISSION CERTIFICATION

I hereby submit to The City of Victorville the following bid proposal for work outlined in plans and specifications entitled "Annual Service Agreement for Environmental Cleaning Services, Project CC21-004." 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
- Signature Authorization
- Non-Collusion Affidavit
- Debarred Certification
- Acknowledgement Pages for All Addenda

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.

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Business Name

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Authorized Signature

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Printed Name and Title

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Date Signed

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Telephone Number

# REQUEST FOR QUOTE – CC21-004

## CITY OF VICTORVILLE CC21-004 ANNUAL SERVICE AGREEMENT FOR ENVIRONMENTAL CLEANING SERVICES

### 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) on file in the Finance Office.

The listed quantities are provided as best estimate of usage by 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. The City of Victorville does not guarantee any quantities of purchase, and reserves the right to change quantities as required during the course of this contract. Bidders shall include any/or all Government, volume or applicable discounts. Unit pricing provided shall remain valid for the term of this contract regardless of quantity changes.

ITEM	QTY.	DESCRIPTION	FREQUENCY	U/M	UNIT PRICE
1	2	Removal of Used Oil 400 gallon tanks	As needed	Gal.	\$
2		Used Oil Recycling rebate incentive (Use a separate sheet, if needed)	Quarterly	Gal.	Credit Amount \$
3		Used Oil State Rebate Documentation	Annually	Each	\$
4	1	Removal of Used Antifreeze	Every 90 days	55 Gal.	\$
5		Used Antifreeze Recycling rebate incentive (Use a separate sheet, if needed)	Quarterly	Gal.	Credit Amount \$
6		Used Antifreeze Rebate Documentation	Annually	Each	\$
7	1-2	Removal of Used Oil Filter drums	Every 90 days	55 Gal. Drum	\$
8	3	Removal of Waste (non hazardous) materials from Steam Cleaning Rack Clarifiers, 100 and 300 gallon and Wash Bay Sump, 500 gallon.	As needed	900 Gal.	\$
9	1	Removal of Waste Absorbent	Every 365 days	5 Gal. Drum	\$
10	1	Removal of Waste Brake Fluid	Every 365 days	5 Gal. Drum	\$
11	1	Removal of Gas/Diesel Waste	Every 90 days/When requested	55 Gal. Drum	\$
12		Hazardous Waste Labeling	As required	Each	\$
13	3	Parts Washers, 30 gallons each, Two (2) Parts Washer and solution shall be provided by service provider. One (1) City of Victorville owned Parts Washer will be provided with solution.	Every 90 days	Each Services	\$
14	1	15 gallon Brake Washer and solution shall be provided by service provider	Every 8-12 weeks	Each Service	\$
15	1	Spray Cabinet Service. 40 gallon tank Solution to be provided by service	As needed	Each Service	\$

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		provider.			
16	6 1 1 1 1	Provide drums for Removal of waste oil, Filters and Floor Sweep: Used Filter Drum Waste Absorbent Drum Waste Fuels Drum Waste Antifreeze Drum Waste Brake Fluid Drum	As needed	55 Gal Drums	\$
17		Annual Waste Generated Manifest (to be completed by service provider)	Annually	Each	\$
18	1	Removal of Asphalt Emulsion TAC Waste (liquid waste), 250 gallon Tote . Tote to be provided by service provider	Quarterly		
19	1	Respond to requests for service, Maximum 48 hours	As needed	Hours*	
20		Emergency Spill Cleanups, Regular hours (7:00 a.m. – 5:00 p.m.) Maximum 4 hour response	As needed	Labor Per Hour	\$

\*Regular Service Response Time: \_\_\_\_\_ (# of hours)

Emergency Response Time: \_\_\_\_\_ (# of hours)

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

Payment Terms: \_\_\_\_\_

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

\_\_\_\_\_ Address City State Zip Code

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_ Name printed Title

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



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CITY OF VICTORVILLE  
CC21-004 ANNUAL SERVICE AGREEMENT FOR ENVIRONMENTAL CLEANING SERVICES

**BIDDER IDENTIFICATION**

1. Legal name of Bidder: \_\_\_\_\_
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. Bidders's Project Manager: \_\_\_\_\_
12. Bidder's Name of Authorized to sign Legal Documents: \_\_\_\_\_  
\_\_\_\_\_

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## CITY OF VICTORVILLE CC21-004 ANNUAL SERVICE AGREEMENT FOR ENVIRONMENTAL CLEANING SERVICES

### 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	

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**CITY OF VICTORVILLE  
CC21-004 ANNUAL SERVICE AGREEMENT FOR ENVIRONMENTAL CLEANING SERVICES  
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

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CITY OF VICTORVILLE  
CC21-004 ANNUAL SERVICE AGREEMENT FOR ENVIRONMENTAL CLEANING SERVICES

**NON-COLLUSION DECLARATION (MUST BE SIGNED)**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL  
(Public Contract Code Section 7106)**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposed price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposed price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposed price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of the proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

_____	_____
Signature	Company Name
_____	_____
Printed Name	Title

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## CITY OF VICTORVILLE CC21-004 ANNUAL SERVICE AGREEMENT FOR ENVIRONMENTAL CLEANING SERVICES

### 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 non-responsive.

(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.

(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.

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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**

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*SAMPLE AGREEMENT ONLY. AGREEMENT WILL BE MODIFIED TO REFLECT THE ACTUAL ASSOCIATED STIPULATIONS INDICATED IN THE SPECIAL PROVISIONS AND OTHER APPLICABLE CONTRACT DOCUMENTS*

**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 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



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## **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.

(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:

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(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 **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

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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.

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**

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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 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

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determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

## **Section 24.                  REPORTS**

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.

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

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## **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**  
**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**

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## 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.

### **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**



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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 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**



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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.

**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: \_\_\_\_\_