

CITY OF VICTORVILLE



REQUEST FOR PROPOSALS FOR

WELLNESS CENTER LEAD OPERATOR

Project BM21-041

Proposal Due Date:

THURSDAY, November 9, 2020

3:00 P.M. PST

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LEAD OPERATOR
PROJECT BM21-041**

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**CITY OF VICTORVILLE
SECTION I. REQUEST FOR PROPOSALS
RFP FOR WELLNESS CENTER,
PROJECT BM21-041**

- A. **INTRODUCTION:** The City of Victorville (hereinafter referred to as City) is requesting sealed proposals from qualified consultant firms to provide professional services to develop a WELLNESS CENTER.
- 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.

Submittal Closing: November 9, 2020 3:00 p.m. PST
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Location: City of Victorville - City Hall
Finance Department
14343 Civic Drive, 2nd Floor, Victorville, California 92392
Mailing Address: P.O. Box 5001, Victorville, CA 92393-5001

- C. **INQUIRIES:** Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request it in writing, no later than **October 26, 2020 at 12:00 p.m. PST** (ten (10) days before proposal due date) to allow a reply to reach prospective Proposers before the proposal submission date. In order to receive such information, 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 Proposers. Inquiries regarding this solicitation should be directed to:

Bruce Miller, Buyer
City of Victorville, 14343 Civic Drive, Victorville, CA 92392
Phone (760) 955-5085 Fax (760) 269-0045
E-mail: bmiller@victorvilleca.gov

Please reference "Request for Proposal BM21-041" when contacting the City regarding this solicitation. The City of Victorville web page, www.victorvilleca.gov, under the heading "**Bids**", will contain a reference to this document as well as all applicable addenda.

- D. **SELECTION CRITERIA:** City staff will review proposals and select the firm(s) most qualified to provide the requested services. Staff may contact the firm(s) for additional information or clarification. Selection among the proposals received will be based upon the Criteria below:
1. Organizational Experience, Readiness, and Program Description (12 points)
 2. General Program Overview (25 points)
 3. Level and Types of Services (15 points)
 4. Service Partners (5 points)
 5. Client Selection and Service Delivery (15 points)

- 6. Participation in Coordinated Entry & Performance Measures (Objectives and Outcomes) (10 points)
- 7. Annual Operating Budget (10 points)
- 8. Connection to and Knowledge of the Local Community (8 points).

E. **SELECTION COMMITTEE**: All proposals will be reviewed by the selection committee regarding qualifications, experience, and criteria listed above. Those qualified consultants may be invited to make an oral presentation to the selection committee, if needed. The selection committee shall consist of representatives of the City.

F. **RFP TIMELINE**: All proposals will be reviewed by the selection committee regarding qualifications.

Key Dates

October 8, 2020	RFP Released
October 26, 2020-by 12:00 pm	RFP RFI Questions Due (By Email To: bmiller@victorvilleca.gov)
November 9, 2020- by 3:00 pm	Proposals Due
November 16 th	Interview Dates (if needed)
November 23, 2020	Notification of Final Selection
December 15, 2020	City Council Contract Award

Dated October 8, 2020
Signed, City Clerk

**CITY OF VICTORVILLE
SECTION II. TERMS AND CONDITIONS
RFP FOR WELLNESS CENTER,
PROJECT BM21-041**

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

- A. **WAITING PERIOD:** Proposals shall be firm offers, subject to acceptance or rejection for a period of up to sixty (60) days 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. **The City's award of contract for services is contingent upon the City's receipt of Homekey funding to construct the Wellness Center.** Proposer needs to demonstrate the ability to perform by March 31, 2021 should the City receive Homekey Funding.
- B. **COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE:**
- a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), 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 consultant or its officers, employees, servants, volunteers, and agents and independent contractors.
- b. Consultant shall further procure and maintain, at its own expense, during the Initial Term of this Agreement, (and during the Option Period, if applicable), 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 consultant or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.
- C. **WORKERS' COMPENSATION INSURANCE:**
- a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.
- b. If any class of employees employed by the consultant pursuant to this Agreement is not protected by the California State Workers' Compensation Law, consultant shall provide adequate insurance for the protection of such employees to the satisfaction of the City.
- D. **PROFESSIONAL LIABILITY INSURANCE:** Professional Liability Insurance or Errors and Omissions insurance as appropriate to consultant'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 consultant 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.
- E. **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 and Professional Liability, 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.

F. **WAIVER OF SUBROGATION RIGHTS:**

Consultant shall require the carriers of all required insurance policies, with exception to Professional Liability, 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.

G. **PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS:**

a. Consultant 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 during the Option Period, if applicable), 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, consultant's coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of consultant's insurance and shall not contribute with it."

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

H. **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.

I. **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 the proposal requirements prior to submitting as outlined elsewhere in this document.

J. **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 resubmittal for this or any future proposal(s).

- K. **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.
- L. **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:
"SEALED PROPOSAL FOR RFP BM21-041, FOR WELLNESS CENTER"
- M. **PROPOSAL SUBMITTAL**: All Proposers shall complete and return one (1) original, six (6) copies, and one (1) digital version of their proposal to City of Victorville, 14343 Civic Drive, Victorville, CA 92392, attention Purchasing. All proposals delivered in an express courier package shall be sealed 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, Proposers 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.
1. The documents listed on the Submission Certification form (see Section IV.) must be included with your proposal to be considered.
 2. Proposers should send the completed proposal consisting of one (1) original, six (6) copies, and one (1) digital version of their proposal to the address noted in paragraph M, above.
- N. **PROPOSAL ACCEPTANCE**: The City reserves the right to accept or reject all proposals and waive any irregularities or informalities in any proposals or in the proposal process. The City further reserves the right to award the contract to other than the ranked number one (1) Proposer if such action is deemed to be in the best interest of City. **The City's award of contract for services is contingent upon the City's receipt of Homekey funding to construct the Wellness Center.** Proposer needs to demonstrate the ability to perform by March 31, 2021 should the City receive Homekey Funding
- The award of the contract, if awarded, will be made within forty-five (45) working days after opening of the Bid Proposals. The Proposer's signature on the Bid Proposal Form shall constitute a commitment on the part of that Proposer to furnish the service as set forth in the Bid Proposal Form and the Specifications. The Bid Proposal Form, together with the specifications of the **RFP for WELLNESS CENTER** proposed to be furnished, shall all be considered as part of the contract between the City and the Proposer to whom a Purchase Order is issued. Furthermore, the Proposer to whom the contract is awarded shall provide the **Consultant Services** as set forth herein.
- O. **TERM OF CONTRACT**: The term of this contract shall begin **February 1, 2021** and will expire on **June 30, 2022** (the end of the City's fiscal year) with the option to extend the contract for four (4) years in one (1) year increments, subject to satisfactory performance as determined by the City of Victorville.

P. **CARE AND CUSTODY:** The consultant accepts full responsibility for the security against loss or damage to the articles involved while in his possession or the possession of any of his agents. Consultant shall reimburse the City for any loss or damage to City articles in his or his agents care or custody.

Q. **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 I. (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 IV.

R. **UNDERSTANDING OF THE PROJECT:** The proposal shall contain a detailed explanation of the project. Do not reiterate the contents of the RFP.

S. **PROPOSAL FEE:** Proposer's proposal fee shall be indicated on **Proposal Sheet** (provided in Section IV.), for RFP FOR WELLNESS CENTER for the City, as required in Section III., "Scope of Services." Each Proposer shall fully complete **all** parts of the Proposal Sheet, or their Proposal may be considered for rejection.

1. 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.

2. All items presented by the successful Proposer in his/her proposal shall be subject to negotiations between the City and the Proposer. This may include, but is not limited to, scope, composition of the project team, time frame and fees.

T. **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."

U. **CONTRACT EXECUTION:** The consultant shall execute a contract (Agreement) with City for the services to be provided. A sample Agreement is provided as Attachment "B" at the end of this RFP.

V. **ACCEPTANCE AND PAYMENT:** The consultant'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. City shall pay the consultant's properly executed invoice, subject to approval by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any services which do not meet or exceed City requirements or have proven unacceptable until such services are corrected, resubmitted, and accepted by the City.

- W. **FEDERAL, STATE, AND LOCAL LAWS**: The consultant shall comply with all applicable federal, state, and local laws, rules, and regulations.
- X. **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, City, and any designated representative shall have access to all records related to work performed under this contract and the consultant shall make such records available for inspection, audit, copying excerpts and transcriptions.
- Y. **DRUG-FREE WORKPLACE REQUIREMENTS**: The consultant shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).
- Z. **AMERICANS WITH DISABILITIES**: The consultant 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.
- AA. **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/Agreement
 2. City Request for Proposal number BM21-041, including the fully executed contract
 3. Consultant's proposal should be dated no later than November 9, 2020
- BB. **PROHIBITED INTEREST**: No member, officer, or employee of the City of Victorville engaged in the selection, award, or administration of this Contract shall have any prohibited conflict of interest, whether real or apparent, in this Contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge no member, officer, or employee of the City 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, and 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 conflict of interest under Article 4 (commencing with Section 1090) or Article 1 (commencing with Section 87100) of Chapter 7 of Title 9 of the Government Code of the State of California.
- CC. **DISPUTES**: Except for such claims as defined in and covered by California Public Contract Code section 9204 any controversy or claim arising out of or relating to the provisions of any Construction Contract awarded for this project, or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association, unless the parties agree, in writing, to some other form of alternative dispute resolution.
- DD. **SMALL AND DISADVANTAGED BUSINESS/AFFIRMATIVE ACTION**: City hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, creed, or national origin when reviewing the proposals for award of contract.
- EE. **INDEMNIFICATION**: Notwithstanding the limits of any insurance, Proposer shall indemnify 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 City its officials, officers, agents, volunteers or employees, and in connection therewith:

1. 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.
2. Proposer will promptly pay any judgment rendered against 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', subconsultants' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Proposer agrees to save and hold City, its officials, volunteers, officers, agents, and employees harmless therefrom;
3. In the event, 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 City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by 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.
4. 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 consultant's indemnification obligations pursuant to this Section shall survive the termination of this Agreement.

- FF. **HIRING OF UNDOCUMENTED IMMIGRANTS PROHIBITED:** Consultant shall not hire or employ any person to perform work within the City or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.
- GG. **NON-COLLUSION DECLARATION:** All bids must be accompanied by a signed Non-Collusion Declaration per the Public Contract Code Section 7106.
- HH. **CITY BUSINESS LICENSE:** The consultant and subconsultant shall obtain a City business license prior to commencing work for the City of Victorville.

- II. **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.
- JJ. **TERMINATION FOR DEFAULT:** The City of Victorville, may, by written notice of default to the consultant, terminate this contract in whole or in part if the consultant fails to:
1. Perform the services within the time specified in this contract or any extension; or
 2. Make progress, to endanger performance of this contract; or
 3. Perform any of the other provisions of this contract.

**CITY OF VICTORVILLE
SECTION III. SCOPE OF SERVICES
RFP FOR WELLNESS CENTER LEAD OPERATOR,
PROJECT BM21-041**

1. Introduction

The City of Victorville (City) seeks to develop a 168-bed Wellness Center Campus to be at 16902 First Street, Victorville, CA 92395. The Wellness Center will act as a low barrier, navigation center to provide interim housing for homeless men, women, and families as well as recuperative care for homeless persons discharged from hospitals who are still in need of medical care. The shelter component will provide 124-beds and the recuperative care unit will provide 44 beds. The Wellness Center will also include an on-site medical clinic that will be available to occupants and community residents. On-site supportive services will involve the development of pathways toward permanent housing, assistance with income stabilization, medical and behavioral health services, substance abuse counseling, case management, job training/placement, and assistance with documentation readiness. A dog run will also be on-site for those with pets.

The Wellness Center will partner with local non-profits, community-based organizations, and government agencies to prioritize homeless related matters through engagement, intervention, and immediate assistance. Individuals in the community who are at risk of becoming homeless will also be able to access supportive services to aide with rental and utility assistance. Should there be a need for additional bed capacity in the future, the City will review in consultation with other local Service Providers and the Facility Lead Operator; and any related budget adjustments would be subject to the review and approval of the Victorville City Council. The City's preference is for the selected Lead Operator to provide all requested core services described in Table 2 of this document. **The City's award of contract for services is contingent upon the City's receipt of Homekey funding to construct the Wellness Center.** Proposer needs to demonstrate the ability to perform by March 31, 2020 should the City receive Homekey Funding.

Purpose of this Proposal

The City is requesting proposals for a professional Lead Operator for the Wellness Center, which is anticipated to open at the end of March 2021.

The selected Lead Operator will contract directly with the City to provide core services as detailed in this RFP; including, but not limited to, facility management and operation; routine facility maintenance and janitorial services; daily meals; laundry assistance; case management; housing navigation; on-site security; miscellaneous technical support; and coordination with partner referral entities. Medical, mental health and other services are anticipated to be provided through Memorandums of Understanding (MOU's) with County and non-profit agencies (**See Table 1 "Support Services for Shelter and Recuperative Care"**). The on-site medical clinic will be operated by a Federally Qualified Health Center and will assist both clients and community residents. The Lead Operator will be trusted with the coordination of daily activities. As an "Exception", if the Lead Operator has a preferred service partner, the Lead Operator may list that partner/agency as an "Exception". Otherwise, the Lead Operator will accommodate the anticipated support services providers.

What is Needed

Proposals are requested from qualified agencies experienced in managing a homeless shelter and/or a recuperative care center.

The City is looking for a qualified Lead Operator or Lead Operators to provide core services as described in Table 2 ("Facility Operator Core Services") to its Wellness Center.

- Shelter Component (24-Hr/ Low Barrier)

- Recuperative Care (Medical Respite)

Option A:

- A professional lead operator with qualified experience managing a homeless shelter and recuperative care center can apply to become a single lead operator for the Wellness Center.

Option B:

- A professional lead operator with qualified experience managing a homeless shelter can apply to become a single lead operator for the Wellness Center, and subcontract for recuperative care services.

Option C:

- A professional lead operator with qualified experience managing a recuperative care center can apply to become a single lead operator for the Wellness Center, and subcontract for low barrier shelter services.

Lead Operator should have specific experience working with local government, community-based organizations, and non-profits. Proposals should include all information requested in this RFP and demonstrate experience operating a Shelter, Recuperative Care Center, or both.

Background

Homelessness in the State of California has significantly increased over recent years and as of January 2020, 53% of the nation's unsheltered homeless population reside in the State. Cities large and small have experienced an increase in homelessness including Victorville. The 2020 Point in time Count revealed the City had a 35.4% increase in homelessness compared to the previous year. The increase in homelessness is placing a strain on City resources and is having a negative impact on the environment, communities, and business districts.

The City has partnered with several local service providers to assist unsheltered, homeless individuals; High Desert Homeless Services provides shelter to men, women, and families; Victor Valley Rescue Mission has a men's shelter for those recovering from a substance use disorder; Family Assistance Program provides shelter beds for youth; and A Better Way offers shelter beds for victims of domestic violence. Combined, these service partners provide 104 shelter beds to the local homeless community.

Often, these agencies operate near, or at full capacity. The Wellness Center will allow for the expansion of shelter beds that are needed in the City. The expectation is that compliant persons experiencing homelessness will remain at the Wellness Center until they are able to identify appropriate permanent housing or additional services as needed. Clients in the shelter shall not be a threat to themselves or others, nor a sexual offender, nor have a violent criminal history.

Figure1. Facility Location: 16902 First Street Victorville CA 92395

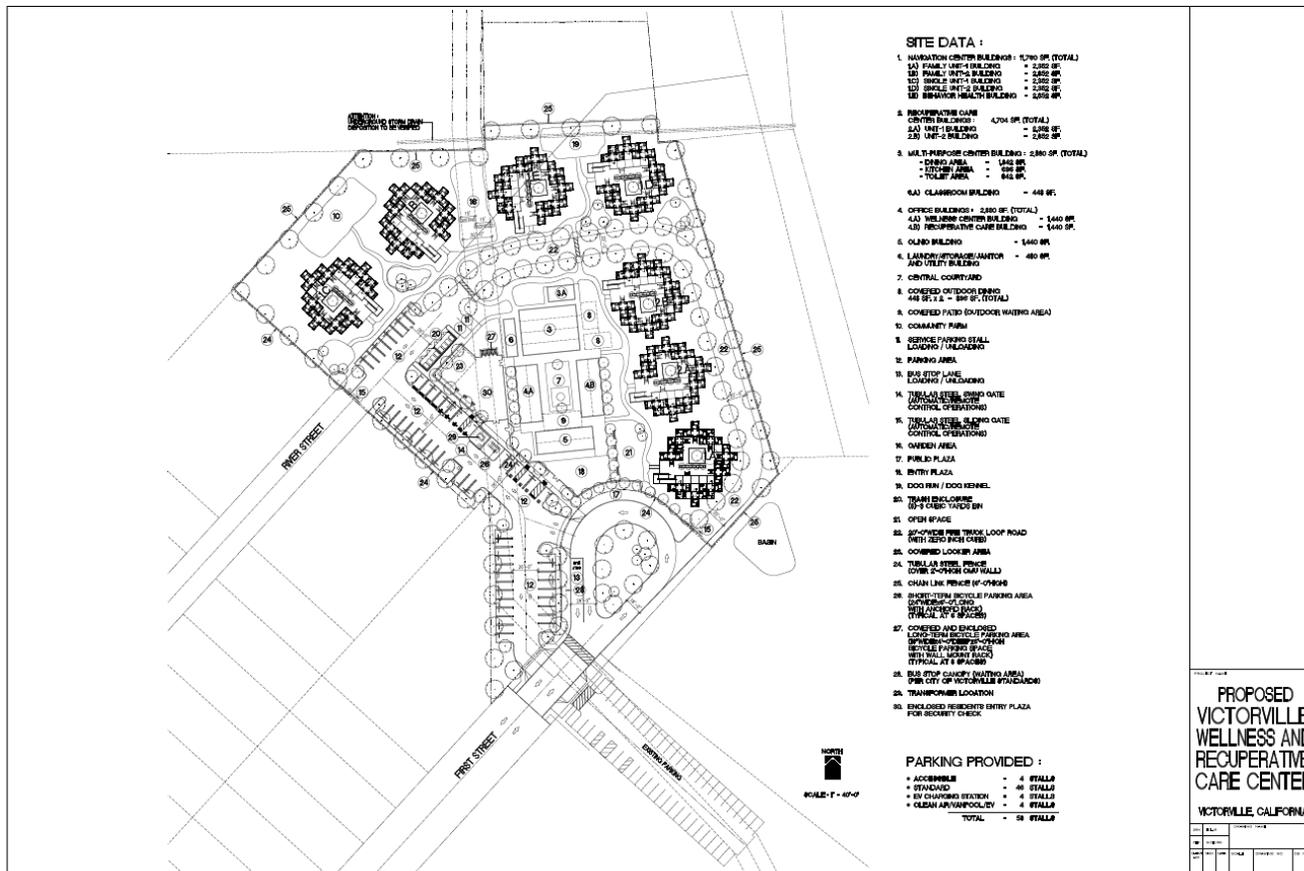


After extensive research, staff determined it was more feasible to use City-owned land to construct the Wellness Center versus rehabbing an existing building. In light of COVID-19, staff also came to the realization, congregate style shelters were not favored by the CDC as they are less effective at reducing the spread of COVID-19. Fortunately, staff was introduced to a homeless housing developer that specializes in using innovative building materials to create unique housing modules for individual, double, and family unit occupancy. This groundbreaking design will help to reduce the spread of COVID-19 and provide a sense of autonomy, privacy, and security to occupants.

Figure 2. Conceptual LifeArk Design-Wellness Center Campus



Figure 3. Current Site Plan Below



Victorville’s Wellness Center Facility Objective and Design

The objective of the Wellness Center is to provide shelter and high-impact wrap-around services to homeless individuals and families to help stabilize housing, improve mental and physical health, increase self-sufficiency, and end the cycle of homelessness.

The Wellness Center will allow for:

- Individual, double, and family occupancy units
- Office/workspace for on-site service providers (See Table 1 of this RFP)
- Area for personal storage bins
- Sufficient area for a dog run
- Interview rooms/Recreation room/Classrooms
- Industrial kitchen
- Congregate dining hall
- Multiple patio and courtyard spaces
- Laundry area
- ADA compliant restrooms
- Employee and occupant parking spaces
- Secured entrances
- On-site security personnel, alarms, and cameras

Population Served and Definition of “Low Barrier”

The shelter component of the Wellness Center will serve adults, age 18 and over, who are experiencing homelessness. Homeless families with minor children will also be served. “Low Barrier” features include the allowance of partners, pets, and possessions.

- **Partners.** Individuals who have a spouse or partner will be allowed to stay at the Shelter in an area designated for those with partners. Individuals will be required to display appropriate behavior at all times and may be subject to removal for inappropriate actions toward staff or other individuals.
- **Pets.** Pets will be allowed onto the premises, likely to be housed in the same living area as the occupant and kept in a cage enclosure while the occupant is out handling personal affairs (i.e. medical appointments, employment matters, classes, etc.) unless a separate kennel area is created. There will be a dog run area on-site. Animals will likely be limited to dogs and cats and will be subject to examination by a veterinarian or animal control officer if deemed necessary. Each animal will be required to be vaccinated (at no cost to the individual) for the safety of all individuals including staff and other animals in the facility.
- **Possessions.** Clients will be required to store their personal possessions in a plastic bin or locker, which will be kept in a safe and secured location on campus. Possessions that do not fit within the container (such as shopping carts) will be surrendered upon entry.

3. Prerequisites for Potential Lead Operator

Proposals will only be considered from organizations which meet the following prerequisites:

- Be a qualified private, public, or nonprofit organization currently engaged in providing homeless services and successfully managing homeless service centers.
- Have a minimum of three consecutive years of successfully managing and operating homeless programs and delivering relevant services of a similar type and scope as described in the Scope of Work (“Services”) and Table 2- “Facility Operator Core Services”.
- Have not filed for bankruptcy under any business name over the past five (5) years.
- Have the current organizational experience and staff capacity to undertake a new Homeless Service Center Program.
- If applicable, organization and/or its key personnel, shall hold an appropriate license for the organization’s discipline and services prior to signing any contract for the operation of Victorville’s Wellness Center
- The organization and its personnel shall be able to perform all the requirements as outlined in Table 2.

4. Scope of Services

Scope of Services for Shelter Component

The City is seeking an experienced professional lead operator to run its proposed Wellness Center. The Wellness Center will be a 124-bed, low barrier, shelter that will assist individuals and families who are experiencing homelessness. The Wellness Center shelter will be open 24/7 and will operate 365 days a year providing access to a wide range of programs and supportive services. The program shall not be faith-based but shall provide safe shelter, basic needs, and navigation services to move clients out of homelessness and into permanent housing opportunities. Services shall include, but not be limited to, the following:

- All services outlined in Table 2,” Facility Operator Core Services”.

Scope of Services for Recuperative Care Component

A professional lead operator is needed to provide recuperative care and transitional housing services to homeless adults discharged from hospitals. Must be able to provide short term care and case management to individuals recovering from an acute illness or injury that does not necessitate hospitalization, but whose illness would be exacerbated by their living condition (i.e. unsuitable or uninhabitable). The recuperative care operator will assist with housing stabilization, provide appropriate accommodations upon admission, promote proper hygiene with direct access to showers and laundry facilities, secure storage for personal

belongings and medications (refrigerated storage for medications must be available), and provide meals.

Service Expectations

The Wellness Center Operating Plan shall incorporate best practices in service provision to all populations, including the following approaches:

- a. Housing-Focused.** The system and all programs within it will use a Housing First, low barrier approach focused on ending homelessness for everyone as quickly as possible.
- b. Client-Focused.** The Lead Operator and Sub-contractors will drive solutions and programs that focus on meeting Client needs. The Lead Operator will use a clear assessment to ensure Clients have a clear understanding of how to access services and what to expect from the system and ensure Clients are not required to sign up for numerous waiting lists or approach multiple programs to receive help.
- c. Stakeholder-Informed.** Decisions about design, implementation, and review of results will be carried out with collaboration and input from a broad range of community stakeholders that form the Homelessness Solutions Task Force.
- d. Respectful, Safe, Clean & Welcoming.** Services shall be delivered in a respectful, safe, clean, and welcoming manner that incorporates broadly accepted best practices and facilitates client success.
- e. Data-Driven.** Data will be used to best serve each Client, assess the outcomes of programs, evaluate impact, inform changes, and guide investment to achieve maximum impact. The Wellness Center Operating Plan will include clear participation and integration with Homeless Management Information System (HMIS), Coordinated Entry System (CES) and the City's Homelessness Solutions Coordinator.
- f. Accountable & Measurable.** The system will be held accountable for results, using data to track goals and performance measures for each component and to ensure each Client is being well-served.
- g. Innovative.** The Lead Operator will continuously evaluate opportunities to adapt practices to innovate new strategies to increase positive outcomes.

Service and Outcome Objectives

- a. Service Objectives.** Service objectives for each program shall describe expectations around the quantity and quality of services provided; including but not limited to:
 - Number of unduplicated individuals to be served in the reporting period.
 - Number of services provided by service type.
 - Timeliness or frequency of service provision.
- b. Outcome Objectives.** Outcome objectives for each program shall measure the change in the Clients, community, or system because of the programs; including but not limited to:
 - Reduction in the length of time an individual remains homeless.
 - Reduction in the rate of returns to homelessness.
 - Improvements to an individual well-being and self-sufficiency.
 - Exit to permanent housing (subsidized or unsubsidized) during the year; and/or
 - Client satisfaction with services, treatment, meals, and adherence to shelter standards of care.

Homeless Diversion

The Shelter Lead Operator will include homeless diversion screening at intake to ensure that those with alternative resources will not access the homeless system, but instead be provided direct referrals or connected with an agency that can offer successful diversion assistance.

Coordination with Transitional and Bridge Housing Providers

Lead Operator will work with service providers both on and off-site to locate Transitional and/or Bridge Housing vacancies. This strategy will increase the Year-Round Emergency Shelter Program bed turnover rate as clients are successfully matched to alternate housing opportunities.

Multi-Disciplinary Team Meetings

It is strongly recommended that the Lead Operator coordinates routine Multi-Disciplinary team meetings to allow Case Managers, Employment Coordinators, Housing Navigators and other professionals (i.e. behavioral health and medical health workers) to discuss the progress of clients, issues or any gaps in

service and to help guide client's efforts to improve positive outcomes related to self-sufficiency and housing security.

Employment and Housing under Lead Shelter Operator

Shortly upon time of admission into the shelter, each client will be assigned to a Case Manager who will assess and connect the client to an Employment Coordinator and Housing Navigator. Occupants in recuperative care will be connected to services as deemed appropriate by their care manager and/or medical attendant. The primary function of the Employment Coordinator and Housing Navigator is to work side-by-side with the client to create a pathway toward permanent housing opportunities, with the ultimate goal of ending homelessness. Additionally, the Case Manager will provide resources, referrals, and support to the client during their stay. Case Managers will also assist clients with obtaining necessary documentation to move forward in their housing connection process.

Facility Maintenance

Maintenance by Lead Operator is expected throughout the term of the agreement. The Lead Operator will keep a schedule for regular facility maintenance and cleaning. Janitorial services must be maintained and include daily cleaning services for all areas utilized by clients and weekly for office space, or in increments as may be required due to COVID-19 or other such guidance. The landscape will also be maintained by the Lead Operator. Maintenance of the outside ground will be incorporated into the maintenance schedule and rotation including cleaning of parking lot, watering of plants, maintenance and cleaning of sidewalks and patio areas, and checking of outside lights and furnishings. Graffiti will be reported within 24 hours to the City for removal. The Lead Operator must immediately notify the City of any and all damages to the Wellness Center to be repaired by City, other than normal wear and tear.

The Lead Operator will be committed to maintaining a pest free environment throughout the premises. As such trash cans will be emptied daily in all areas. The Lead Operator should be prepared to inspect client spaces and lockers routinely for any items that would attract pests. The Lead Operator shall provide appropriate training to staff for the identification of common pests as well as prevention. A Pest Control company will be contracted by Lead Operator and will come regularly to spray for bugs, check for infestation of pests, and perform other pest prevention or extermination treatments that will be seen on their visits or reported by staff.

Support Services Secured via MOU by the City (Anticipated)

Service Type		Description
1	Medical Health Services	On-site care to clients; medical screenings and minor medical treatments not requiring hospitalization; coordinate treatment options with local off-site medical providers as needed; documenting contacts with individuals; maintaining confidential medical records; reporting serious medical conditions to Case Managers and Facility Operator as appropriate. <i>Anticipated Providers: St Mary Medical, Symba Center, IEHP, Borrego Health, SAC Health System</i>
2	Behavioral Health Services	On-site mental health screenings, including alcohol and substance abuse; licensed rehabilitation counselors for counseling and to coordinate offsite treatment as needed; document all contacts with individuals; maintain confidential health records and report potential dangers to Case Managers and Facility Operator as appropriate. <i>Anticipated Partner Providers: IEHP, Helping Hearts SAC Health System, SB County DBH</i>
		Refer/connect clients to services such as housing, food, medical

3	Veteran's Services	services, job training and insurance, specifically veterans of the U.S. Armed Forces. <i>Anticipated Partner Providers: US Vets & Loma Linda Veterans Administration</i>
4	Job Training Programs	On-site to train including soft skills, technical skills; provide workshops for job searching and interviewing best practices and refer to employers and equip individuals to reenter the workforce. <i>Anticipated Partner Providers: SB County Workforce Development, Reach Out and Goodwill Industries</i>
5	Financial Literacy	Class instruction on personal budgeting, setting up bill pay, money management, planning goals, career preparation, spending and credit. <i>Anticipated Partner Providers: Women of Noble Character, High Desert Homeless Services, Desert Community Bank</i>
6	Veterinary or Animal Care Services	Weekly visits for minor medical needs; vaccinations, microchipping, and food provisions. <i>Anticipated Partner Provider: Victorville Animal Control</i>

The Lead Operator will be trusted with the daily coordination of support service activities.

Facility Operator Core Services

Table 2 outlines the anticipated core services needed from the awarded Lead Operator. These services are subject to adjustment during the development of the Wellness Center campus.

	Service	Description
1	Facility Management	<ul style="list-style-type: none"> • All administrative activities related to operating the Wellness Center (shelter and recuperative care as applicable); • Professional accounting, record keeping and reporting; • Reporting of the number of clients served, objectives, and outcomes, number, and types of exits per month, number of services provided by service type, length of stay, etc.); • Volunteer organization and management; • IT support ; and • Other day-to-day administrative functions as needed.
2	Facility Operations & Maintenance	<ul style="list-style-type: none"> • Full Operation of Facility: 24-hour, 7-days per week, 365 days per year; • Coordinate referrals and prioritization of intake; • Daily orientations and programming; • Storage of Client possessions; • General Repairs and upkeep (City financial support for major repair projects); • Janitorial (including supplies); • Gardening (including supplies); and • Maintain full Facility (indoor and outdoor areas) as a clean, safe, pest-free environment, per all applicable building, fire, and health codes.
3	Facility Meal Program	Prepare and serve three (3) meals daily, to include food orders/delivery and onsite full or partial preparation (if an Industrial Kitchen is built it can be shared between shelter & recuperative care).
4	Laundry Services	Service of on-site machines; management of "credit" system and/or client-based laundry program.

5	Coordinated Entry	Participate in local Continuum of Care (CoC) coordinated entry program. Include Diversion Screening at intake to ensure that those with alternative resources will not be accessing the homeless system. The shelter operator will either provide direct referrals or partner with an agency that can offer successful diversion assistance. Adopt a screening/matching tool to help clients eligible for benefits; and input data into Homeless Management and Information System (HMIS) in a timely manner.
6	Case Management	Conduct intake/assessment of individuals upon entry and coordinate ongoing licensed drug/alcohol counseling, medical/behavioral health appointments, job training and employment activities and Veteran's services. File incident reports and follow up services through placement. <i>(The City is partnering with various support service agencies to provide on-site assistance as described in Table 1)</i>
7	Housing Navigation	Provide initial housing assessment and subsequent housing navigation services. Work closely with Housing Authority and local homeless housing providers to identify and place suitable clients into permanent or permanent supportive housing as quickly as possible.
8	Good Neighbor Policy	Establish and implement a Good Neighbor Policy to maintain a positive relationship with surrounding community and neighborhood and limit negative impact on surrounding areas. Ensure a responsive team is available to address concerns. All community complaints and/or inquiries about the Year-Round Wellness Center will be forwarded to the appropriate staff for prompt (same day) investigation. The Lead Operator will be fully committed to an appropriate customer service response and will consider the resolution of community complaints a high priority.
9	Security	Professional security in/on facility campus, 24 hours per day, seven days per week. Assist facility staff with check-in process including search and seizure of illicit drugs, weapons, and other contraband. Security personnel must possess a Security Guard's License through the State of California Bureau of Security and Investigative Services.

5. Wellness Center Operating Plan

The objective of the Wellness Center is to provide shelter, recuperative care and high-impact wrap-around services to homeless adults and families so that they may stabilize their living situations, improve their mental and physical health, increase their independence, and move on to permanent stable housing. Upon contract execution, the awarded Lead Operator shall develop a comprehensive Wellness Center Operating Plan, which details procedures and best practices in accordance with this objective, all applicable local, State and federal laws, the parameters of this RFP, and City Council goals. The Operating Plan shall be reviewed and approved by the City prior to opening and shall be modified periodically in consultation with the City to address issues that arise. The Lead Operator must accommodate the anticipated on-site service providers and the operations plan should allow for sufficient office space *(the City has already identified and reserved a support service building for the Wellness' Center's shelter component and medical clinic)*.

Operating Agreement

Each Professional Consultant Agreement will, to the maximum extent permitted by law, require the Lead Operator to defend, indemnify, and hold the Parties harmless from and against any and all claims or damage to person or property relating to or arising from the Wellness Center Service Provider's management and operation of the Wellness Center.

Reports

The Lead Operator shall submit reports monthly to the City and, if requested by City, directly to the County of San Bernardino. Data and due dates for the monthly reports will be items mutually agreed upon with the

City, County of San Bernardino and data collected through HMIS.

Referrals, Prioritization and Screening

The Wellness Center's shelter component will utilize the Coordinated Entry System (CES) to process referrals and include an intake procedure for individuals who enter outside the normal coordinated entry system (i.e. "in-person" referral). An intake worker who is familiar with the Coordinated Entry System should be stationed at the Wellness Center to assist with centralized intake and process in-person HMIS and VI-SPDAT entries for referrals to various support service providers located on and off-site.

Law Enforcement and local homeless outreach teams will also be able to direct homeless individuals to the shelter. The shelter will maintain five percent (5%) bed availability for local code and law enforcement to bring in individuals meeting criterion and requiring shelter and assistance. The shelter will also utilize Homeless Management Information System (HMIS) to collect client-level data and information on the provisions of housing and services to homeless individuals, families, and persons at risk of homelessness. Prioritization for shelter will be given to individuals who have a direct connection to the City of Victorville (i.e. employment, family, former residence).

No person validated on the sex offender registry (Megan's Law) will be allowed to access the shelter property as children may reside on grounds with their families. The Shelter Lead Operator will develop a screening tool to assess individuals over the phone or in person. Additionally, persons with a violent criminal history will not be allowed to access the shelter property. The Shelter Lead Operator will work cooperatively with the local police department and will utilize <https://www.californiaarrests.org/arrest/san-bernardino-county.html> to screen clients for open warrants.

Client Rules and Guidelines

The selected Lead Operator will need to have "Rules & Guidelines" in place and have all clients review and sign a copy of the document prior to entry. A prospective client must be willing to participate in all aspects of their care, follow Year-Round Emergency Shelter rules and maintain appropriate behavior with consideration for other clients of the shelter. Intake staff will assist any clients who may have difficulty understanding or reviewing the rules. Although the shelter component operates as a 24-hour facility, the Lead Operator for the shelter shall restrict loitering and establish curfew hours, making exceptions for individuals who have special circumstances that causes them to return to the shelter beyond the normal curfew hours (i.e. employment, hospital discharge).

Exit and Readmission

- Clients will be considered to have exited the program when they voluntarily leave, are exited from the shelter for safety or continual shelter violations or find alternate housing.
 - When a client exits of their own volition or is exited for shelter violations, the Lead Operator may use discretion to re-screen and allow for re-entry based on the circumstances of the client's departure.
 - Length of exit for safety violations will depend on the severity of the infraction.
- The shelter operator and staff shall be balanced in their approach to program exits and readmission policies as it pertains to rules, violations, and infractions. Such policies should include considerations to maintain a safe and effective facility, safety for clients, volunteers, staff and the surrounding neighborhood as well as demonstrate compassion toward homeless individuals who face increasingly vulnerable situations if forced to exit from a shelter situation to places not suitable for human habitation.
- It is recommended that infractions will be subdivided in a multi-tiered system based on the perceived impact of the infraction. Consequences for each tier level should be fitting and just for the level of the infraction and its perceived impact on the wellbeing of stakeholders.
- Maximum stay at the Wellness Center should not exceed 180 days, however the Operational Plan can allow for exceptions for those who need a little more time to get their affairs in order. This allowance will be an exception to the rule and not the norm.

Identification Requirements

A form of official identification is required to verify identity; however, a client will not be denied access to shelter services without one. Employment and Housing Navigators will assist clients in obtaining a California ID, providing each client with a no-cost ID voucher. Additionally, all Wellness Center clients will receive a shelter-specific identification card upon entering the shelter that will be used for readmission during the duration of their stay. Shelter ID components may include a photograph, fingerprints, name, and other identifying information.

6. Proposal Format, Contents, and Submission

The successful Lead Operator must possess valid City of Victorville Business License throughout the term of the contract. All proposals submitted for this Project will be submitted as one (1) original, one (1) digital version and six (6) hardcopies to be organized, tabbed, and presented in the order listed below. The proposals will not be judged by the volume of material presented and, therefore, should be as brief and concise as possible without sacrificing clarity. The proposal **should not exceed** 20 pages in length exclusive of appendix materials (e.g., resumes).

Proposal Contents

Clearly label responses so it is clear which question is being addressed in each answer.

Cover Page

Indicate the name of firm and Project title.

Professional Team & Qualifications

Provide brief information concerning your organization in this section. Include the name and location of the Organization's main office and:

- Discuss the overall capabilities of the organization(s);
- Include a brief narrative of the organization's history, mission, objectives, programs, and services;
- Discuss experience and organizational structure;
- Include an organizational chart, including key staffing for the Proposed Project; and
- Identify if you are a 501 (c) (3) organization and include your Federal Tax ID No.

Provide similar information for each joint venture participant and all subcontractors, if any, along with the approximate percentage of their contribution. If two or more organizations are involved in a joint venture or association for this Project, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the agreement with the City must be individually liable for completion of the entire Project, even when the area of authority and responsibility under the terms of the joint venture or association is limited.

For questions requiring a narrative response, use the following format:

- Page size (8.5"x11")
- 1" margin on all sides
- 12 pt. font (Calibri or Arial)
- Double-spaced text
- Maximum 1 page of narrative (per question)

Organizational Capability and Experience

Provide responses to the following:

1. Describe organizational experience, capability, and infrastructure to deliver services listed in this RFP.
2. Describe experience working with the served population and diverse individuals including Black, Latino, and LGBTQ guests, and experience providing responsive services. Include the types of training that staff has received around racial equity, cultural humility, and strengths-based service delivery.
3. Describe experience in integrating common homelessness service principles, such as, but not limited to, Housing First, harm reduction, trauma-informed care, HMIS use, CoC work, etc.

4. Describe experience hiring staff with diverse backgrounds.

General Program and Operating Plan Draft

1. Include a draft high-level outline of the Wellness Center Operating Plan as described in Section III (Wellness Center Operating Plan) page 22 of this RFP.
2. Describe the proposed staffing for the City of Victorville's Wellness Center. Provide title and description of staff to be hired and number of staff. Include all staff (including security). Describe hiring of staff (including leveraging of staff between multiple programs) or any subcontracts or vendor agreements.
3. Provide a Staff Responsibility Matrix for the City of Victorville Wellness Center including volunteer monitoring, referral service and staff coordination (*2-page attachment max).
4. Provide a description of shelter client rules.
5. Describe the Safety Policy for the facility including:
 - a. Facility maintenance;
 - b. Fire and earthquake safety;
 - c. Fire prevention procedures;
 - d. Fire drills and documentation; and
 - e. Fire inspections and extinguishers.
6. Describe the Security Plan for the Facility including:
 - a. Eligibility screening;
 - b. Secured entrances;
 - c. On-site security personnel;
 - d. Security alarms and cameras;
 - e. Security lighting;
 - f. Loitering/Good Neighbor policy;
 - g. De-escalating conflicts;
 - h. Entrance and exit procedures;
 - i. Policy regarding storage of clients' possessions;
 - j. Policy on possession of weapons on-site; and
 - k. Procedure for contacting police.
7. Describe Health Policies related to:
 - a. Possession of controlled substances;
 - b. Policy for drug possession;
 - c. Security, use, and access of prescription medications;
 - d. Client use of over-the-counter medications;
 - e. Client access to emergency and medical care;
 - f. First aid equipment, supplies, and procedures; and
 - g. Policies and procedures for disease prevention.
8. Describe Food Policies related to:
 - a. Provision of nutritional needs of clients;
 - b. Meeting health department standards; and
 - c. Provision for sanitary storage and preparation of food.
9. Explain your grievance policies and procedures related to receiving and posting the policy, process to make a complaint, resolving a grievance, meeting with staff, and whistleblower policy.

10. Describe your agency's participation in the coordinated entry system that identifies clients, their needs, services required, and agencies that can assist in providing the appropriate level of services.

- o Describe your intake process for individuals who enter outside the normal coordinated Entry System (i.e. In-Person referrals).

12. Describe exit and re-admission policies and procedures.

- o Maximum stay at the Wellness Center should not exceed 180 days, however the Operational Plan can allow for exceptions for those who need a little more time to get their affairs in order. This allowance will be an exception to the rule and not the norm.

13. Describe overall program goals and expected outcomes on an annual basis (i.e. bed nights/persons served) including length of stay.

14. Describe your policy and procedures on permitting and caring for pets/animals at the shelter (see policy examples below).

- o A homeless individual may bring their pet with them to shelter, but if the owner does not have proof of vaccinations and if it is suspected that the animal has fleas or ticks, or is ill, the animal will be kept in the outdoor kennel area until an animal specialist has examined and cleared the pet for entry.
- o Animals that have been cleared by an animal specialist may be allowed to remain in the room with their owners.
- o Animal owners are required to care for their own pet and when leaving the shelter to go to work or handle personal affairs, the pet must be kept in a cage/kennel in a designated area until the pet owner returns to care for animal).

The City is working with Animal Control to allow for part-time or intermittent animal services on-site.

ITEMS REQUIRED WITHIN 15 DAYS OF AWARD OF CONTRACT

- A copy of Internal Revenue Service letter granting exemption under section 501 (c) (3) of the Internal Revenue Code.
- Federal Form 990
- Copy of insurance policy

Cost of Services

Describe overall program goals and expected outcomes on an annual basis (i.e. bed nights/persons served) including length of stay.

PROPOSED ANNUAL OPERATING BUDGET - Proposed Annual Operations Budget: Use the budget outline below to identify annual operating costs associated with the City of Victorville’s Wellness Center.

Description	Amount
Staffing/Administrative Salaries/Professional	\$
Professional Fees	\$
Other:	\$
Other:	\$
Other:	\$
Facility Expenses (Insurance, Office Supplies, Phones, Janitorial, Utilities, etc.)	\$
Security	\$

Maintenance (i.e. trash disposal, cleaning supplies, landscaping, etc.)	\$
Special Services Supplies (Pet Services, Bike Shop, Client Storage, Salon, etc.)	\$
Transportation (including taxi service)	\$
Meals, Snacks, Beverages and Kitchen Supplies	\$
Client Supportive Services	\$
Laundry	\$
Coordinated Entry System	\$
Equipment/Furnishings	\$
Replacement Reserves	\$
Operation and Program Expenses Totals	\$
Contingency (5%)	\$
TOTAL BUDGET	\$

In addition to the outline above, please provide the following additional details regarding the proposed annual operating costs included in the table:

1. A summary of Annual Operating Budget, which lists the overall costs each of the “Facility Operator Core Services” listed in Table 2 of this RFP.
2. A detailed Annual Operating Budget, which includes a line-item detail break-down of the “Facility Operator Core Services”.
3. List of one-time startup costs included in the budget (equipment list, supply list, etc.).
4. A standard fee schedule showing the hourly rates for staff and any other direct material and equipment costs that are likely to occur.

NOTE: While the Lead Operator Core Services are listed separately for clarification purposes, the services function together and there is no requirement for separate or standalone staffing for each function. It is anticipated that staff would perform a combination of roles where appropriate. The Wellness Center Operating Plan is also anticipated to provide opportunities for clients to participate in daily operations and maintenance activities as part of a training and rehabilitation activities. The proposed budget should outline all estimated costs to complete the Project as outlined in this RFP, including administrative costs, graphics, duplication, and mailings as well as travel costs. Please note that the City does not pay “Cost-Plus” expenses. Therefore, integrate all anticipated costs to complete the Project into the total proposed budget.

Professional References

Provide professional references, letters of support, or examples of past project work which demonstrates that your firm has the capacity to provide the required services.

Conflict of Interest

The Lead Operator retained under agreement to perform the aforementioned services will refrain from contracting to provide similar such services for any other organization within the incorporated City of Victorville during the duration of this contract, without first receiving written consent from the City of Victorville that the requested contract for services is not inconsistent, incompatible, in conflict with, or contrary to the performance of the Agreement.

6.2 Proposal Evaluation Criteria

Service Providers that submit a proposal will be reviewed based upon the following criteria:

- Completeness and accuracy of the completed proposal forms, and requested narratives;
- Applicant has demonstrated organization’s experience to serve persons experiencing homelessness and to manage an emergency shelter program/recuperative care center; and

- Demonstrated experience in providing services and operating either a shelter program, recuperative care program or both similar in nature to the proposed Wellness Center in the City of Victorville.

Applications will be scored based on the following:

1	Organizational Experience, Readiness, and Program Description	12 Points
2	General Program Overview	25 Points
3.1	Level and Types of Services	15 Points
3.2	Service Partners	5 Points
4	Client Selection and Service Delivery	15 Points
5	Participation in Coordinated Entry & Performance Measures (Objectives and Outcomes)	10 Points
6	Annual Operating Budget	10 Points
7	Connection to and Knowledge of the Local Community	8 Points

Total Points Possible: 100 Points

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about all Proposals that in City’s opinion is necessary to assure that the Proposer’s competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services. All Proposals shall be reviewed to verify that the Proposer has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as nonresponsive.

The City will act as the sole judge of the content of all proposals. After proposals have been evaluated, the highest-ranking proposers may be invited to participate in an interview with the City. If deemed necessary by the evaluation panel, interviews / and/or virtual presentations will be conducted with the same members of the proposal evaluation panel. Dates and times will be coordinated at that time after the valuation of responsive proposals is complete, and the highest-ranking candidates are determined. The selected Organization shall then enter into exclusive negotiations with the City to formalize the Scope of Services and Compensation.

If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Organization and begin negotiations with the next Organization which best meets the needs of the City, and so on until the City and Organization reach agreement. The City intends to select the Organization that offers the best value to the City based on the criteria outlined above.

CITY OF VICTORVILLE, CALIFORNIA
SECTION IV. FORMS
RFP FOR WELLNESS CENTER,
PROJECT BM21-041

SUBMISSION CERTIFICATION

I hereby submit to the City of Victorville the following proposal for work outlined in the Scope of Services entitled “**RFP FOR WELLNESS CENTER, RFP BM21-041**”. All of the following documents (check below) are completed, fully executed, and included in my proposal as required in the RFP document:

- Submission Certification
- Proposal Sheet
- Proposer Identification
- Worker’s Compensation Certification
- Non-Collusion Declaration
- Exceptions Form
- Additional Information
- Customer References
- Debarred Certification Acknowledgment
- Acknowledgement Pages for All RFP 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.

Authorized Signature

Printed Name and Title

Date Signed

Telephone Number

CITY OF VICTORVILLE, CALIFORNIA
SECTION IV. FORMS
RFP FOR WELLNESS CENTER,
PROJECT BM21-041

PROPOSAL SHEET

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

The undersigned declares he has carefully examined the Terms and Conditions; and being familiar with all of the conditions surrounding the Project Scope, hereby proposes to furnish all labor, materials, and incidentals, to complete all the work. **The City 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 further reserves the right to award the contract to other than the ranked number one (1) Proposer if such action is deemed to be in the best interest of City.**

Description	Amount
Staffing/Administrative Salaries/Professional	\$
Professional Fees	\$
Other:	\$
Other:	\$
Other:	\$
Facility Expenses (Insurance, Office Supplies, Phones, Janitorial, Utilities, etc.)	\$
Security	\$
Maintenance (i.e. trash disposal, cleaning supplies, landscaping, etc.)	\$
Special Services Supplies (Pet Services, Bike Shop, Client Storage, Salon, etc.)	\$
Transportation (including taxi service)	\$
Meals, Snacks, Beverages and Kitchen Supplies	\$
Client Supportive Services	\$
Laundry	\$
Coordinated Entry System	\$
Equipment/Furnishings	\$
Replacement Reserves	\$
Operation and Program Expenses Totals	\$
Contingency (5%)	\$
TOTAL BUDGET	\$

I hereby certify that I have the authority to offer this proposal/bid to the City of Victorville for the below listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

 Proposer's Signature

 Company Name

CITY OF VICTORVILLE, CALIFORNIA
SECTION IV. FORMS
RFP FOR WELLNESS CENTER,
PROJECT BM21-041

PROPOSAL SHEET (continued)

Company Name

Printed Name

Title

Date

PLEASE NOTE – THE PROPOSAL SHEETS NEED TO BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS "PROPOSAL SHEET ONLY – RFP FOR WELLNESS CENTER, PROJECT BM21-041."

CITY OF VICTORVILLE, CALIFORNIA
SECTION IV. FORMS
RFP FOR WELLNESS CENTER,
PROJECT BM21-041

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: _____

11. Proposer's Name and Title Authorized to sign legal documents: _____

CITY OF VICTORVILLE, CALIFORNIA
SECTION IV. FORMS
RFP FOR WELLNESS CENTER,
PROJECT BM21-041

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	_____ License Number
_____ Title	_____ Date

CITY OF VICTORVILLE, CALIFORNIA
SECTION IV. FORMS
RFP FOR WELLNESS CENTER,
PROJECT BM21-041

NON-COLLUSION DECLARATION
TO BE EXECUTED BY PROPOSER 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 proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal 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 proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid 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 a 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

CITY OF VICTORVILLE, CALIFORNIA
SECTION IV. FORMS
RFP FOR WELLNESS CENTER,
PROJECT BM21-041

EXCEPTIONS FORM

Should Proposer take exception to **ANY** of the terms and conditions or other contents provided in the "Request for Proposals," 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, CALIFORNIA
SECTION IV. FORMS
RFP FOR WELLNESS CENTER,
PROJECT BM21-041

CUSTOMER REFERENCES

Proposer: _____

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

CITY OF VICTORVILLE, CALIFORNIA
SECTION IV. FORMS
RFP FOR WELLNESS CENTER,
PROJECT BM21-041

DEBARRED CERTIFICATION ACKNOWLEDGMENT

(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 SCLAA may render the Offeror/Bidder non- responsible.

(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.

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

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

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

ATTACHMENT A

RECIPIENT LIST

NOTE:

This Distribution List includes entities known to the City at time of RFP Distribution.

Other Qualified Firms are also invited to apply.

<p>Illumination Foundation Anaheim Attn: Pooja Bhalla, Chief Operating Officer 1091 N. Batavia Street Orange, CA 92867</p>	<p>High Desert Homeless Services Attn: Jimmy Waldron, Director 14049 Armargosa Road Victorville, CA 92392</p>
<p>Path of Life Ministries Riverside Attn: Casey Jackson, Interim CEO 1240 Palmyrita Avenue, Ste A Riverside, CA 92507</p>	<p>National Health Foundation Attn: Kelly Bruno, President & CEO 515 South Figueroa Street, Suite 1300 Los Angeles, CA 90071</p>
<p>Helping Hearts California, LLC Attn: Crystal Hampton, Director 1845 Business Center Drive Suite 130 San Bernardino, CA 92048</p>	<p>PATH (People Assisting the Homeless) Attn: Jennifer Hark Dietz 340 N Madison Ave Los Angeles, CA 90004</p>
<p>Martha's Village & Kitchen Attn: Linda Barrack, CEO & President 83791 Date Ave Indio, CA 92201</p>	<p>Foothill Family Shelter Inc. Attn: Megan Nehamen, Executive Director 1501 W. 9th St D Upland, CA 91786</p>
<p>Mercy House Santa Ana Attn: Larry Haynes, Executive Director P.O. Box 1905 Santa Ana, CA 92702</p>	<p>Catholic Charities Santa Rosa Attn: Len Marabella 600 Morgan Street Santa Rosa, CA 95402</p>
<p>Alpha Project Attn: Jacqueline Greulich, Executive Director 3737 Fifth Avenue, Ste 203 San Diego, CA 92103</p>	<p>San Diego Housing Commission Attn: Richard C. Gentry, President & CEO 1122 Broadway San Diego, CA 92101</p>
<p>El Puente The People Concern Attn: John Maceri, Chief Executive Officer 2116 Arlington Avenue Los Angeles, CA 90018</p>	<p>Time for Change Foundation Attn: Kim Carter 2134 N. Mountain View Ave San Bernardino, CA 92406</p>
<p>Father Joe's Villages Attn: Deacon Jim Vargas, President & CEO 1501 Imperial Avenue San Diego, CA 92101</p>	<p>Salvation Army Anaheim Attn: Director 201 E. Cypress Street Anaheim, CA 92805</p>

ATTACHMENT B

SAMPLE

Consultant/Professional Services Agreement

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

**CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT
BY AND BETWEEN
THE CITY OF VICTORVILLE
AND
CONSULTANT COMPANY NAME
FOR
RFP FOR WELLNESS CENTER, PROJECT BM21-041**

THIS CONSULTANT/PROFESSIONAL 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 [CONSULTANT], [STATE FORM OF BUSINESS], hereinafter referred to as "Consultant." City and Consultant are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the City requires Consultant/Professional Services Provider Agreement for **PROJECT TITLE AND PROJECT # (the "Project); and**

WHEREAS, Consultant represents that it is fully qualified to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the City desires to retain the services of a qualified Consultant to provide, on an independent contractor basis, **PROJECT TITLE 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(CHANGE AS APPLICABLE)

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. PROPOSAL

Consultant shall provide to the City those services set forth in the **Proposal**, attached hereto as **Exhibit "A"** and incorporated as part of this Agreement by this reference.

Section 3. COMPENSATION

The City shall pay to Consultant a sum not to exceed **SPELL OUT AMOUNT and 00/100 Dollars (\$0000000)** for faithful performance of the services to be rendered under this Agreement, subject to the Proposal provisions of Section 4, below. No expense reimbursements, including, but not limited to, reimbursements for travel, parking, lodging, and/or meals shall be paid to Consultant unless such expense reimbursements: (i) are specifically provided for and described by nature and type in **Exhibit "A"**, below; (ii) appear on Consultant's monthly invoices to City; (iii) are supported by the appropriate receipts and other such documentation as the City shall require; and (iv) are directly related to the Scope of Services to be performed under this Agreement. In addition, any and all reimbursements shall be made in accordance with any City policy governing same.

Section 4. PROPOSAL (change as applicable)

The City shall pay Consultant as provided in the Proposal, 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, Consultant shall be required to submit to the City detailed monthly invoices which include, if applicable, a description of all services/tasks performed, the number of hours expended on each service/task, the name of the person performing the service/task, and expense reimbursement information, if any, as required by Section 3, above. Provided that services have been satisfactorily rendered, invoices shall be paid by the City approximately thirty (30) working days following receipt of Consultant's invoice.

Section 5. RESERVED

Section 6. TERM OF AGREEMENT

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

[IF NO OPTION PERIODS -- DELETE THIS SECTION FROM THE AGREEMENT IN IT'S ENTIRETY]-- This Agreement may be extended for **ONE (1)** additional one-year period (hereinafter "Option Period"), at the option of City, subject to satisfactory performance as determined by the City. City shall give Consultant 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 Consultant 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 Consultant 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 Consultant.

Section 7. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the Parties that Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Consultant or any employee or agent of Consultant. Both Parties acknowledge that Consultant is not an employee for state or federal tax purposes or any other purpose. Consultant shall retain the right to perform services for others during the term of this Agreement.

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

a. Consultant represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement does 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 Consultant 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 Consultant to perform the services described in this Agreement.

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

b. The City represents and acknowledges the following:

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

(2) The City will not hire, supervise, or pay any employees or assistants working for Consultant pursuant to this Agreement. Nothing contained in this Agreement shall

prevent the City from hiring Consultant's employees or assistants after termination of this Agreement.

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

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

(5) Consultant 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, Consultant is not required to perform the services set forth in this Agreement at City Hall or on City-owned property.

(7) Other than attendance at required public meetings and public hearings, and complying with the provisions of the Proposal **set forth in Exhibit A** and any procedural requirements set forth by law, Consultant is not required to perform the services set forth in this Agreement in any particular order or sequence.

(8) Nothing in this Agreement shall be interpreted to preclude Consultant 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 Consultant or by any third person to create the relationship of principal and agent.

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

Section 10. LICENSES AND PERMITS

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

Section 11. STANDARD OF PERFORMANCE; WARRANTY

a. Consultant agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to **(DEPARTMENT HEAD AND TITLE)**, or his designee.

b. By executing this Agreement, Consultant warrants that it:

- performed;
- (1) Has thoroughly investigated and considered the services and work to be performed;
 - (2) Has investigated the issues regarding the scope of services to be provided;
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

Section 12. FAMILIARITY WITH WORK

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

Section 13. CONFLICTS OF INTEREST

Consultant 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 Consultant's services under this Agreement. Consultant further covenants that in the performance of services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

Section 14. COMPLIANCE WITH LAWS

Consultant 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 Consultant or its employees, officers, or board members.

Section 15. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), 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 Consultant or its officers, employees, servants, volunteers, and agents and independent contractors.

b. Consultant shall further procure and maintain, at its own expense, during the Initial Term of this Agreement, (and during the Option Period, if applicable), 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 Consultant or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

Section 16. WORKERS' COMPENSATION INSURANCE

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.

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

Section 17. PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance or Errors and Omissions insurance as appropriate to Consultant'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 Consultant 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.

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 and Professional Liability, 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

Consultant shall require the carriers of all required insurance policies, with exception to Professional Liability, 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. Consultant 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 during the Option Period, if applicable), 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, Consultant's coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Consultant'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. Except as set forth in Subsection b of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

b. The provisions of this Subsection b apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design

Professional”). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Subsection a above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees.

c. The City does not and shall not waive any rights that it may have against Consultant 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 23 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.

d. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

Section 24. REPORTS

Upon request by **(DEPARTMENT HEAD AND TITLE)**, or his designee, or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit “A”, Consultant shall prepare and submit reports to the City concerning Consultant's performance of the services required by this Agreement.

Section 25. RECORDS

a. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **(DEPARTMENT HEAD 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. **(DEPARTMENT HEAD 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 Consultant hereunder shall be retained by Consultant and made available to **(DEPARTMENT HEAD 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; OWNERSHIP OF WORK

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

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of to **(DEPARTMENT HEAD AND TITLE)**, or his designee, or as required by applicable law.

c. Consultant shall not disclose to any other entity or person any information regarding the activities of the City, except with the prior written approval of **(DEPARTMENT HEAD AND TITLE)**, or his designee, or as required by applicable law.

d. All original documents, reports, designs, computer files and all other materials prepared by Consultant in the course of performing the services pursuant to this Agreement, whether completed or in progress, are the property of the City and shall be surrendered to the City upon the completion of Consultant's services or when requested by **(DEPARTMENT HEAD AND TITLE)**, or his designee. Such materials may be used, reused or otherwise disposed of by the City without the permission of Consultant.

e. Consultant's covenants under this Section 27 shall survive the termination of this Agreement.

Section 28. PRINCIPAL REPRESENTATIVES

a. **[SERVICE REPRESENTATIVE]**, is designated as the principal representative of Consultant for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

b. **(DEPARTMENT HEAD AND TITLE)**, or his designee, shall be the principal representative of the City for purposes of communicating with Consultant 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.

Section 29. MODIFICATIONS AND AMENDMENTS; EXTRA SERVICES

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

b. During the Initial Term, the City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of **PROJECT TITLE**, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written instrument signed by both Parties shall be required to authorize performance of and payment for Extra Services.

Section 30. ENTIRE AGREEMENT

a. This Agreement supersedes any and all prior or contemporaneous Agreements, either oral or written, between the City and Consultant 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" (CHANGE AS NEEDED)** is attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this Consultant/Professional Services Standard Provider Agreement and **Exhibit "A"** the terms of this Consultant/Professional Services Standard Provider Agreement shall control and nothing set forth in **Exhibit "A"** shall be deemed to supersede any of the provisions of this Consultant/Professional Services Standard Provider 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]
(REQUESTING) DEPARTMENT
City of Victorville
14343 Civic Drive
Victorville, CA 92392**

To Consultant: **[REPRESENTATIVE]
[COMPANY]
[ADDRESS]
[CITY], [STATE] [ZIP CODE]**

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

Section 33. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Consultant, 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 Consultant 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 Consultant or the payment of money by the City shall not relieve Consultant 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 Consultant.

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**

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

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

Section 48. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

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

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

Section 49. COUNTERPARTS

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

(END OF THIS PAGE)

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

THE CITY OF VICTORVILLE

CONSULANT

By: _____
**(INSERT DEPT. HEAD NAME AND TITLE)
(MAYOR NAME AND TITLE IF OVER \$50K)**

By: _____
**(INSERT NAME & TITLE OF
PERSON SIGNING ON BEHALF,
OF CONSULTANT**

Dated: _____

Dated: _____

ATTEST (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: _____

EXHIBIT A

PROPOSAL

See Attachment