

**CITY OF VICTORVILLE, CALIFORNIA**

**REQUEST FOR PROPOSALS (RFP)**



**RFP# CC22-111 UNARMED SECURITY GUARD SERVICES**

**SUBMITTAL DUE DATE:**

**MAY 26, 2022  
AT  
2:00 P.M.**

**CITY OF VICTORVILLE  
CC22-111 UNARMED SECURITY GUARD SERVICES  
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**CITY OF VICTORVILLE**

**SECTION I  
NOTICE INVITING PROPOSAL**

**RFP CC22-111 UNARMED SECURITY GUARD SERVICES**

A-1 PROPOSALS - The City of Victorville (City) is requesting a proposal from Security Firm that will provide Unarmed Security Guard services to include all manpower, materials, supplies and equipment.

A-2 PROPOSALS DUE - Proposals will be received by the Finance Department at 14343 Civic Drive, Victorville, California, 92392, until **MAY 26, 2022 AT 2:00 P.M.** PST. Proposals received after this time will be returned unopened.

A-3 OBTAINING BID PROPOSAL FORMS – Complete bid documents may be obtained from the Purchasing Section of the Finance Department, City of Victorville, California, 14343 Civic Drive, Victorville, California, 92392, or by calling Celeste Calderon at (760) 955-5082.

The City of Victorville Web Page, <http://victorvilleca.gov> under the heading “Bids” will contain a copy of this document as well as a summary of any/all applicable addenda and Ebidboard.com.

Dated: May 3, 2022

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Jennifer Thompson, City Clerk

**CITY OF VICTORVILLE  
CC22-111 UNARMED SECURITY GUARD SERVICES**

**SECTION II  
CONTRACT TERMS AND CONDITIONS**

**1. Award of Contract**

- a. The City of Victorville reserves the right to accept or reject any and all proposals and to award a contract to the Firm who best meets its requirements. Relevant factors which shall be considered in evaluating the bids are based on the criteria provided in Section I, Scope of Services and Selection Criteria.
- b. The award of the contract, if awarded, will be made within forty-five (45) days after opening of the Proposals.
- c. The Firm's signature on the Cost Proposal form shall constitute a commitment on the part of the Firm to perform the work in a workmanship manner as set forth in the Proposal Form, the Terms and Conditions, and the Request for Proposal.
- d. The Proposal Form, the Terms and Conditions, the Request for Proposal, and the Scope of Services, together with any plans and/or attachments, shall all be considered as part of the contract between the City and the Firm to whom a contract is issued.

**2. Contract Execution**

The successful Firm shall execute a Contract with The City for the services to be provided. A sample contract is provided as Attachment A at the end of this RFP.

The term of the contract shall be from the date of award until the end of fiscal year (June 30, 2023); with the option to extend the contract for four (4) fiscal years (July 1 through June 30), in one (1) year increments, subject to satisfactory performance as determined by the City.

**3. Insurance**

**COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

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

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

**WORKERS' COMPENSATION INSURANCE**

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

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

### **ADDITIONAL INSURED**

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

### **WAIVER OF SUBROGATION RIGHTS**

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

### **PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS**

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

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

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

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

e. The commercial general liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Service Provider's coverage shall be primary with respect to the City. Any insurance

maintained by the City shall be in excess of Service Provider's insurance and shall not contribute with it."

**4. Withdrawal of Proposal Before Closing**

Any Firm 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 Firm's proposal null and void, and return the proposal to the Firm unopened. Withdrawal of Firm's proposal will not prejudice Firm's re-submittal for this or any future proposal(s).

**5. Mistakes in Proposal**

Any Firm may withdraw their proposal after the proposal opening, subject to the time restrictions indicated below, **only** if the Firm can establish to the City satisfaction, that a mistake was made in preparing the proposal.

1. A Firm 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 Firm who claims a mistake shall be **prohibited** from submitting further proposals on the Project on which the mistake was claimed.

**6. 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:

**"CC22-111 UNARMED SECURITY GUARD SERVICES"** and the **COST PROPOSAL FORM Section IV - Page 17** shall be on a separate envelope clearly marked **"COST PROPOSAL – CC22-111 UNARMED SECURITY GUARD SERVICES"**

**7. Submittal Location, Closing Date and Time**

To be considered, proposals must be received by the Purchasing Section of the City of Victorville, at 14343 Civic Drive, Victorville, CA 92392 no later than **MAY 26, 2022 at 2:00 p.m.**, in the Purchasing Division of the Finance Department in City Hall. **Please provide one original and 3 copies of your proposal documents.**

**8. Written Questions and Answers**

Any proposal received prior to the date and time specified for the receipt of proposals may be withdrawn or modified by written request questions. All written questions shall be directed via mail, fax, or email to:

- Address: City of Victorville  
Finance Department/Purchasing Section  
14343 Civic Drive  
Victorville, CA 92392-2399
- FAX: (760) 269-0045
- Email: [cmcalderon@victorvilleca.gov](mailto:cmcalderon@victorvilleca.gov)
- Attention: Celeste Calderon, Finance Specialist
- Phone#: (760) 955-5082

In order for all competing Firms to receive the same information, no response shall be given to verbal questions submitted by telephone or in person. Personal and/or telephonic contact with the City staff in regard to this RFP is prohibited. The City may reject the proposal of such Firm. Answers to all relevant questions will be addressed in addenda if deemed necessary.

Any prospective Firm desiring an explanation or interpretation of the solicitations, scope of work, etc., must request it in writing to the Purchasing Section **by no later than MAY 18, 2022, 2022 @ 12:00 p.m. PST**, in order to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all prospective bidders as an amendment to the solicitation, if that information is necessary to submit bids or if the lack of it would be prejudicial to other prospective bidders.

9. **Proposal Acceptance**

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.

10. **Interpretation of Documents**

During the proposal solicitation period, should a Firm find discrepancies or omissions in any part of the RFP, or should the Firm be in doubt as to their interpretation, the Firm shall immediately notify the contact indicated in Section 8, entitled "Written Questions and Answers". Should it be found necessary, an addendum will be sent to all Firms. 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.

11. **Public Record**

Be advised that **all** information contained in submitted proposals shall become a matter of public record and subject to public disclosure pursuant to a valid request made under the California Public Records Act, *Gov. Code §§ 6250 et seq.* (the "CPRA"), upon award of a contract. The City will not disclose any part of any proposal before it announces a recommendation for selection on the grounds that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals will be subject to public disclosure. Should Firm believe that submitted information is exempt from disclosure under the CPRA, Firm must identify all such material by conspicuously marking the same "**confidential**" or "**proprietary**". In addition, Firm shall identify the specific exemption of the CPRA justifying nondisclosure of the information. In the event Firm requests notification from the City of receipt of a CPRA request seeking such information, the City will provide notification of such a request to Firm as soon as is reasonably practicable. The City will produce or exempt material in accordance with the CPRA in its sole and absolute discretion. In the event Firm believes such information should be withheld or exempted, Firm may bring appropriate legal action, including, without limitation, a reverse Public Records Act suit, to protect its alleged interests.

12. **Acceptance and Payment**

Firm's invoice(s) shall include reference to the Purchase Order number issued for the services, and be accompanied by detailed supporting documentation, to include information on services rendered. The City shall pay the Firm's properly executed invoice, subject to approval by the Project Manager, within thirty (30) days following receipt of the invoice. Total



payment for all work shall not exceed the sum of the estimated cost of all completed phases plus the partial payments for partially completed phases. Payment will be withheld for any services which do not meet or exceed City's requirements or have proven unacceptable until such services are replaced, resubmitted and accepted by the City.

**13. Federal, State and Local Laws**

The Firm and all sub-firms shall comply with all applicable federal, state, local laws, rules, and regulations.

**14. Drug-Free Workplace Requirements**

The Firm shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).

**15. Americans with Disabilities**

The Firm 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.

**16. Conflict of Interest**

No member, officer, or employee of the City or of a local public body during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer or employee of the City 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 that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.

**17. 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.

**18. License**

The awarded Firm/sub-firm shall obtain a **City of Victorville business license** prior to commencing work for the City.

**19. Termination for Convenience**

The District, may, by written notice, terminate this contract in whole or in part, when deemed in the District's interest. Upon termination of this contract, the District 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.

**20. Termination for Default**

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



1. Deliver or to 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.

**21. Entire Agreement**

This contract, including any attachments hereto, constitutes the sole and only agreement between the parties. It correctly sets forth the obligations of the parties to each other in respect to any such matters as of this date. Any agreements, discussions, statements, or representations of any kind between the parties respecting any such matters, not expressly set forth, in this agreement are null and void.

**22. Indemnification**

Notwithstanding the limits of any insurance, Firm 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, sub-firms, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Firm 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. Firm 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. Firm 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', sub-firms' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Firm agrees to save and hold City, its officials, volunteers, officers, agents, and employees harmless there from;
3. In the event, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Firm 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 Firm hereunder, Firm 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 Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractor

**23. Confidentiality**

Before the award of the contract, all proposals will be designated confidential to the extent by permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all proposals), all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the proposals confidential will be regarded as non-effective and will be disregarded.

**24. Non-Commitment of the City**

This Request for Proposal does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract these services. All products used or developed in the execution of any contract resulting from this Request for Proposal will remain in the public domain at the completion of the contract.

**25. General Compliance with Laws**

The Firm shall be required to comply with all federal, state and local laws and ordinances applicable to work.

**26. 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.

**27. Hiring of Undocumented Immigrants Prohibited**

Firm 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.

**28. Non-Discrimination Clauses and Statement of Compliance**

The consultant must include article XVI, below, in all subcontracts to perform work under the contract.

**ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT

has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §11135-11139.5, and the regulations or standards adopted by the City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the City shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

**CITY OF VICTORVILLE  
CC22-111 UNARMED SECURITY GUARD SERVICES**

**SECTION III  
SCOPE OF SERVICES**

**INTRODUCTION**

The City of Victorville (City) is requesting proposals from qualified Firms to provide unarmed guard during regular business hours. The City desires to enter into an agreement for professional services with a qualified Firm who can demonstrate competency and experience in providing guard services.

There is no expressed or implied obligation for the City to reimburse responding Firms for any expenses incurred in preparing proposals in response to this request. The City reserves the right to reject any or all proposals submitted.

Proposals will be evaluated by a Selection Committee. The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Firms, or to allow corrections of errors or omissions.

**SCOPE OF WORK**

Description of Services: The security firm shall provide all manpower material, supplies and equipment necessary to perform and complete services, and shall plan, schedule, coordinate, and ensure the effective performance of all services described herein. The security firm shall provide security services in accordance with the following requirements at:

**City of Victorville City Hall**

14343 Civic Drive  
Victorville, CA 92392

And

**Victorville City Library**

15011 Circle Drive  
Victorville, CA 92395

And

**Doris Davies Pool**

16305 Hughes Road  
Victorville, CA 92392

The firm shall provide appropriately equipped and well-trained, certified, and/or licensed security guards for the protection of the City's employees, the general public and the property during regular business hours.

**CITY OF VICTORVILLE**

- Days of Services: Monday - Friday
- Business Hours: 7:30 a.m. to 5:30 p.m. occasionally until 6:00 p.m.
- Requires 2 guards two shifts 5 ½ hour each guard one break and no lunch **(for City hall only)**
- Needs strong presence as a deterrent against the unwanted displeased customers
- Always maintain a positive and professional attitude .

- Patrols assigned territory to protect persons or property
- Monitoring access at exterior control points of our customer service and cashier area
- Escort customer service staff to vehicles on occasion
- Must not be intimidated to approach an upset customer when a Customer Service Supervisor is talking to the customer
- Escort upset customer out of the building if needed
- Deter unsolicited commotion
- Must be on time, report to work in uniform provided by the Firm, well groomed
- Stands guard during regular business hours
- Completes reports of irregularities, identifying and reporting any incidents, activity logs, officer time sheets, or any other special reports. A log of significant events that occur during each shift and actions taken shall be maintained
- No smoking, practical joking, fraternizing, etc.
- The Firm shall furnish all uniforms, identification cards, and other necessary equipment to perform the work. The uniform shall clearly identify the employee as a security guard working for the Firm
- Security guards shall not leave the facility at any time during their shift. Guards shall bring their necessary meals for consumption on the premises
- The Firm shall ensure coverage during regular working hours
- The Firm shall not be entitled to be paid or reimbursed by the City for any services or any other labor, supervision, or material that is in excess of the Scope of Services
- The Firm hereby warrants that all services be performed in a timely and workmanlike manner

**LIBRARY SCHEDULES:**

Days: Monday-Friday, 8:30 pm – 6:30 pm  
 Saturday, 8:30am-3:30pm

Requires: 2 guards two shifts 5 hour each guard one break and no lunch, Monday-Friday  
 1 guard 6.5 hours with a 30-minute lunch break - Saturday

Terms: Month to Month Basis (10-day Cancellation Notice)

**DORIS DAVIES POOL:**

Seasonal Work

**July 2-23,**

Days: Monday - Friday (5 days): 7:30 pm-midnight 4.5 hours

Requires 1 guard, no lunch

Saturday: 4:30pm-midnight 7.5 hours with a 30-minute lunch break

Requires 1 guard, 7 hours with a 30-minute lunch break

Sunday: 4:30pm-midnight 7.5 hours with a 30-minute lunch break

Requires 1 guard, 7 hours with a 30-minute lunch break

**June and August**

Days: Monday - Friday (5 days): 7:30 pm-midnight 4.5 hours

Requires 1 guard, no lunch

Saturday: 4:30pm-midnight 7.5 hours

Requires 1 guard, 7 hours with a 30-minute lunch break

Sunday: noon-midnight 12 hours

Requires 2 guards two shifts 6 hour each guard one break and 30-minute lunch,

### **QUALIFICATIONS AND EXPERIENCE OF PROJECT TEAM**

The Firm shall designate a project team comprised of experienced professionals and technical staff to perform the work competently and efficiently. The Firm shall provide information on their business, personnel, applicable certificates of recognition, and other pertinent information that demonstrates their qualifications to perform the work under this RFP.

### **METHOD AND CRITERIA FOR SELECTION**

A City's selection committee, with a minimum of three members, will be appointed at the beginning of the selection process. The committee will review each written proposal submitted by Firms to determine if they meet the requirements of this RFP. Failure to meet the essential requirements for this RFP may be cause for rejection of the proposal. The committee will make independent random checks of the Contractor's references as well as major sub-firms.

Firm shall be selected based on demonstrated competence and professional qualifications to provide the requested services. Firms that are considered as equally qualified, cost may then be considered as a decisive factor. The selection committee will rank the responding Firm's proposals and develop a list of the top three (3) Firms. At the conclusion of the ranking process, the sealed fee proposal for the top three ranked Firm will be opened. Subsequently, the City will enter into negotiation with the top-ranked Contractor, with the goal of agreeing on a final contract that will deliver to the City the services and/or products required at a reasonable and fair compensation. If a fair and reasonable compensation cannot be negotiated with the top-ranked Firms, a new negotiation will be started with the next highest-ranked Firm. If this new negotiation fails, the process will be repeated until a contract is negotiated successfully.

The City may exercise the option of inviting the three top ranking Firms for a one-hour interview/presentation. The team representing the Firm in the interview/presentation must consist of those individuals who will be directly involved in the project. In that case, the final selection of a Firm will be based on the interview/presentation.

### **METHOD OF SECTION CRITERIA:**

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 (see below); if the Proposer is qualified; has no conflicts of interest with the City; adheres to the RFP instructions; quality of work; if the firm has the expertise, experience, and staff; and cost (cost will not be the primary factor in the selection). Firm need to submit their staff's qualified personnel and company information on a separate sheet.

CRITERIA	MAXIMUM POINTS	RATING
<p>1. <b>Qualifications, Related Experience, and References:</b>  Proposer's experience, years in business, and past and current client references; technical expertise and professional competence in areas directly related to this RFP, number of years' experience performing similar work; demonstrated ability to manage and coordinate the Work; deliver quality products and services; deliver projects within budget and on schedule; and experience working with public agencies identified in the RFP.</p>	30	
<p>2. <b>Proposed Staffing and Project Organization:</b>  Technical expertise and professional competence in areas directly related to the work identified in this RPF. Level of experience; knowledge of state and federal guidelines and requirements; certifications and licenses required and training of key personnel assigned, including sub-firm, if applicable; strength of experience and stability of proposed personnel; breadth and depth of resources; coordination of Work and quality control; availability of proposed staffing; and concurrence with restrictions on changes in key personnel.</p>	30	
<p>3. <b>Work Plan:</b>  Depth of understanding of the City's needs and requirements, and understanding of the Scope of Work; proposer's approach and methodology/systems reflecting the ability to provide the requested Work; demonstrated knowledge of the Work being requested; identification and knowledge of all requirements cited in the Scope of Work; and proposed technical or procedural innovations identified in the proposal.</p>	25	
4. Cost Proposal	15	
<b>TOTAL</b>	<b>100</b>	



**CITY OF VICTORVILLE  
CC22-111 UNARMED SECURITY GUARD SERVICES**

**SECTION IV  
SUBMISSION CERTIFICATION**

I hereby submit to The City of Victorville the following bid proposal for work outlined in plans and specifications entitled “**CC22-111 UNARMED SECURITY GUARD SERVICES**”

All of the following documents (check below) are completed, fully executed, and included in my proposal as required in the RFP document:

- Submission Certification
- Cost Proposal Form (**SUBMIT ON A SEPARATE SEALED ENVELOPE**)
- Proposer Identification
- Worker’s Compensation Certificate
- Non-Collusion Declaration
- Customer References
- Debarred Certification Acknowledgement
- Exception Form
- Acknowledgement Pages for all applicable Bid Addenda
- Firm’s Resume and Company Information (for evaluation)

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 proposal.

\_\_\_\_\_ Business Name

\_\_\_\_\_ Authorized Signature

\_\_\_\_\_ Printed Name and Title

\_\_\_\_\_ Date Signed

\_\_\_\_\_ Telephone Number

**CITY OF VICTORVILLE  
CC22-111 UNARMED SECURITY GUARD SERVICES**

**COST PROPOSAL FORM**

The undersigned declares he has carefully examined the locations of the proposed work, the Plans, Special Provisions, and Contract Documents; and being familiar with all of the conditions surrounding the work. All of the aforementioned shall be done in accordance with said Plans, Scope of Services, and all applicable addenda.

**COMPENSATION FEE SCHEDULE:**

[Staff] \_\_\_\_\_ . \$ \_\_\_\_\_ per hour \$ \_\_\_\_\_ x \_\_\_\_\_ hours ..... \$ \_\_\_\_\_

[Staff] \_\_\_\_\_ . \$ \_\_\_\_\_ per hour \$ \_\_\_\_\_ x \_\_\_\_\_ hours ..... \$ \_\_\_\_\_

**APPROVED OVERTIME:**

[Staff] \_\_\_\_\_ . \$ \_\_\_\_\_ per hour \$ \_\_\_\_\_ x \_\_\_\_\_ hours ..... \$ \_\_\_\_\_

[Staff] \_\_\_\_\_ . \$ \_\_\_\_\_ per hour \$ \_\_\_\_\_ x \_\_\_\_\_ hours ..... \$ \_\_\_\_\_

Firm's Name: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Signature

Title

Date

**NOTE: COST PROPOSAL SHEETS (PAGE 17) NEEDS TO BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS " CC22-111 UNARMED SECURITY GUARD SERVICES**

**CITY OF VICTORVILLE  
CC22-111 UNARMED SECURITY GUARD SERVICES**

**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. Project Manager's Name, Phone, and email address: \_\_\_\_\_  
\_\_\_\_\_
10. Federal Tax Identification Number: \_\_\_\_\_
11. Proposer's Project Manager: \_\_\_\_\_
12. Proposer's authorized to sign legal documents and Title: \_\_\_\_\_

**CITY OF VICTORVILLE  
CC22-111 UNARMED SECURITY GUARD SERVICES  
WORKERS' COMPENSATION CERTIFICATE**

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

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

_____ Signature	_____ Company Name
_____ Printed Name	_____ Business License Number
_____ Title	_____ Date

**CITY OF VICTORVILLE  
CC22-111 UNARMED SECURITY GUARD SERVICES  
NON-COLLUSION DECLARATION**

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

The undersigned declares:

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

Any person executing this declaration on behalf of a bidder 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 bidder.

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  
 CC22-111 UNARMED SECURITY GUARD SERVICES  
 CUSTOMER REFERENCES**

Proposer: \_\_\_\_\_

<b>LIST PUBLIC AGENCIES WITH SIMILAR PROJECT DURING THE PAST FIVE YEARS</b>		
1.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Phone & Fax No.:	
	Email Address:	
2.	Name of Agency	
	Address:	
	Contact Person Name:	
	Contact Phone & Fax No.:	
	Email Address:	
3.	Name of Agency	
	Address:	
	Contact Person Name:	
	Contact Phone & Fax No.:	
	Email Address:	
4.5.	Name of Agency	
	Address:	
	Contact Person Name:	
	Contact Phone & Fax No.:	
	Email Address:	

**CITY OF VICTORVILLE  
CC22-111 UNARMED SECURITY GUARD SERVICES**

**DEBARRED CERTIFICATION ACKNOWLEDGEMENT**

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

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

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

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

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

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

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

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

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

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

**CITY OF VICTORVILLE  
CC22-111 UNARMED SECURITY GUARD SERVICES**

**EXCEPTION FORM**

Should Firm take exception to **ANY** of the terms and conditions or other contents provided in the RFB for Professional Auditing Services, 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: \_\_\_\_\_

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

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

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

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

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**EXHIBIT "A"**  
**SAMPLE**

**SERVICE AGREEMENT**

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

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

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

**RECITALS:**

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

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

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

**Section 1. RECITALS**

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

**Section 2. SCOPE OF SERVICES (amend as applicable)**

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

**Section 3. COMPENSATION**

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

**Section 4. FEE SCHEDULE**

The City shall pay Service Provider as provided in the Fee Schedule, attached hereto as **Exhibit "A"** and incorporated as part of this Agreement by this reference. The provisions of **Exhibit "A"** notwithstanding, in order to receive payments, Service Provider shall be required to submit to City monthly invoices detailing all services performed. Provided that services have been satisfactorily rendered, invoices

shall be paid by the City approximately thirty (30) working days following receipt of Service Provider's invoice.

**Section 5. RESERVED**

**Section 6. TERM OF AGREEMENT**

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

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

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

**Section 7. INDEPENDENT CONTRACTOR STATUS**

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

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

a. Service Provider represents and acknowledges the following:

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

(2) Performance of the services described in this Agreement do not have to be integrated into the daily business operations of the City.

(3) The services described in this Agreement can be performed without the use of City equipment, materials, tools, or facilities, unless otherwise provided under a separate agreement.

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

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

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

b. The City represents and acknowledges the following:

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

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

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

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

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

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

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

**Section 9. NOT AGENT OF THE CITY**

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

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

**Section 10. LICENSES AND PERMITS**

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

**Section 11. WARRANTY**

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

**Section 12. FAMILIARITY WITH WORK**

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

**Section 13. CONFLICTS OF INTEREST**

Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such an interest shall be employed

by it. In the event the City determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk.

**Section 14.                  COMPLIANCE WITH LAWS**

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

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

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

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

**Section 16.                  WORKERS' COMPENSATION INSURANCE**

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

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

**Section 17.                  RESERVED**

**Section 18.                  ADDITIONAL INSURED**

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

**Section 19.                  WAIVER OF SUBROGATION RIGHTS**

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

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

a. Service Provider shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by



this Agreement and furnish to the City Clerk certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

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

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

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

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

#### **Section 21.                      TERMINATION OR SUSPENSION**

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

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

#### **Section 22.                      TIME OF THE ESSENCE**

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

#### **Section 23.                      INDEMNIFICATION**

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

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

#### **Section 24.                      REPORTS**

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

**Section 25.                    RECORDS**

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

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

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

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

**Section 26.                    RESERVED**

**Section 27.                    CONFIDENTIALITY**

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

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

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

**Section 28.                    PRINCIPAL REPRESENTATIVES**

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

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

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

**Section 29.                    MODIFICATIONS AND AMENDMENTS**

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

**Section 30. ENTIRE AGREEMENT**

- a. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Service Provider with respect to the subject matter of this Agreement.
- b. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Agreement.
- c. No agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

**Section 31. AMBIGUITIES**

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

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

**Section 32. NOTICES**

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

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

To Provider: **PROVIDER REP. NAME AND TITLE**  
**COMPANY NAME**  
**ADDRESS**  
**CITY, STATE, ZIP**

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

**Section 33. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

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

**Section 34. REVIEW BY ATTORNEYS**

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

**Section 35. WAIVER**

- a. No waiver shall be binding unless executed in writing by the Party making the waiver.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.
- c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

**Section 36. ASSIGNMENT**

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

**Section 37. CARE OF WORK**

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

**Section 38. CAPTIONS AND HEADINGS**

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

**Section 39. SUCCESSORS, HEIRS, AND ASSIGNS**

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

**Section 40. GENDER**

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

**Section 41. SEVERABILITY**

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 Service Provider, approved by the City's Risk Manager, and executed by the authorized City personnel or Mayor.

**Section 48.**                    **REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT**

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

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

**Section 49. COUNTERPARTS**

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

(END OF THIS PAGE)

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

**THE CITY OF VICTORVILLE**

**SERVICE PROVIDER**

By: \_\_\_\_\_  
**NAME AND TITLE**

By: \_\_\_\_\_  
**NAME & TITLE**

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

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

**ADD ATTEST IF OVER \$50K**

By: \_\_\_\_\_  
**Jennifer Thompson,  
City Clerk**

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

**THE CITY OF VICTORVILLE**

**APPROVED AS TO STANDARD FORM:**

By: \_\_\_\_\_  
**Lee Brown,  
Risk Manager**

By: \_\_\_\_\_  
**Andre de Bortnowsky,  
City Attorney**

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

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