

CITY OF VICTORVILLE, CALIFORNIA



***RFB FOR EVENT STAGE, SOUND, POWER, DJ
SERVICES AND RELATED***

PROJECT NO. BM19-133

SUBMITTAL DUE DATE:

July 18, 2019 AT 2:30 P.M.

**CITY OF VICTORVILLE
RFB FOR EVENT STAGE, SOUND, POWER, DJ SERVICES, AND RELATED
PROJECT BM19-133**

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**CITY OF VICTORVILLE
RFB FOR EVENT STAGE, SOUND, POWER, DJ SERVICES AND RELATED
PROJECT BM19-133**

**SECTION 1
NOTICE INVITING BIDS**

BACKGROUND – The City of Victorville presents several outdoor events throughout the year, all of which require portable sound and power; other events may require a portable stage and DJ services. The City is looking for a Service Provider to manage all necessary equipment and operations related to these events, *but not management of the event itself*. This RFB should result in the awarding of a contract for one year, with four one-year renewal options, based on performance. The awarded bidder will work closely with city staff prior to each event to ensure a safe, fun, and memorable experience for all.

- A-1 **NOTICE IS HEREBY GIVEN** - Sealed bids shall be received by the Administrative Services Department, Finance Division, 2nd Floor, Victorville City Hall, 14343 Civic Drive, Victorville, Ca 92392, until **2:30 p.m. PST on Thursday, July 18, 2019**. Emailed or faxed bids are **not** accepted.
- A-2 **OBTAINING BID PROPOSAL FORMS** - Bid Proposal Forms may be obtained from the Purchasing Section of the Finance Division in the Administrative Services Department, City of Victorville, 14343 Civic Dr., Victorville, California, 92392, or by contacting Bruce Miller at (760) 955-5085 or bmiller@victorvilleca.gov

The City of Victorville Web Page, www.victorvilleca.gov, under the tab heading “Bids”, will contain a copy of this document as well as all addenda.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE.

Dated: June 20, 2019
Signed, City Clerk

**CITY OF VICTORVILLE
RFB FOR EVENT STAGE, SOUND, POWER, DJ SERVICES, AND RELATED
PROJECT BM19-133**

**SECTION 2
INSTRUCTIONS TO BIDDERS**

A. CONDITIONS OF BID

Specifications set forth by the City of Victorville are to be considered as a minimum. Bidders shall also accompany the signed Bid Proposal Form with a list of exceptions to the specifications for the services and/or materials proposed which do not meet the minimum specifications as set forth in the City of Victorville Specifications for the **RFB FOR EVENT STAGE, SOUND, POWER, DJ SERVICES, AND RELATED, PROJECT BM19-133**.

Each bidder shall submit with his bid a copy of his proposed product specifications, and other descriptive matter in sufficient detail to clearly describe the equipment and services proposed.

B. PROJECT QUESTIONS

Any prospective bidder desiring an explanation or interpretation of the solicitations, specifications, etc., must request it in writing to the Purchasing Section **by no later than 12:00 p.m. PST on Thursday, July 11, 2019**, 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 addendum to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders. Bids shall be firm offers, subject to acceptance or rejection within forty-five (45) days of bid opening.

C. AWARD OF CONTRACT

The City of Victorville reserves the right to accept or reject any and all bids and to award a contract to the bidder who best meets its requirements. Relevant factors which shall be considered in evaluating the bids are: completeness and accuracy of bid, to include acknowledgement of any applicable addendum(s); length and nature of warranties; past experiences of The City of Victorville with the bidder; references from other cities, clients, or municipalities regarding past work done by the bidder; ability to complete the job in the specified time with the specified quality of workmanship; as well as the lowest and best price.

The City of Victorville further reserves the right to award the contract to other than the lowest Bidder if such action is deemed to be in the best interest of The City of Victorville and to award any portion of or all of this annual service agreement to one or more bidders.

D. TERM OF CONTRACT

The term of this contract shall begin August 1, 2019 and will expire on June 30, 2020 (the end of the City's fiscal year) and may be extended for **four (4)** additional one-year periods, at the option of City, subject to satisfactory performance as determined by The City of Victorville.

E. CONTRACT EXECUTION

The successful bidder 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 RFB.

F. TRESPASS

The Service Provider shall be responsible for all damage or injury, which may be caused on any property by trespass of the Service Provider's employees in the course of their employment whether the said trespass was committed with or without the consent or knowledge of the Service Provider.

G. SAFETY, SANITARY, AND MEDICAL REQUIREMENTS

The Service Provider, Service Provider's employees, Service Providers, and their employees, shall promptly and fully carry out the existing safety, sanitary, and medical requirements as prescribed by the Division of Industrial Safety and by County or State Health Departments to the end that proper work shall be done, and the safety and health of the employees and of the community may be conserved and safeguarded. In case such regulations and orders are not observed by the Service Provider, they may be enforced by the Director of Community Services, or his designee, at the Service Provider's expense.

H. 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 Service Providers.

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 Service Providers in performing the services required by this Agreement.

WORKERS' COMPENSATION INSURANCE

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

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

ADDITIONAL INSURED

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

WAIVER OF SUBROGATION RIGHTS

Service Provider shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, employees, servants, volunteers, agents, and independent Service Providers and Service Providers. 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."

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

I. PERMITS AND LICENSES

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

J. 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.

K. TERMINATION FOR DEFAULT

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

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

L. DISPUTES

Any controversy or claim arising out of or relating to the provisions of this Agreement or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American

Arbitration Association. The parties may agree to some other form of alternative dispute resolution. Should either party file a court action to resolve any dispute pertaining to this Agreement, any court action shall be initiated in the County of San Bernardino.

M. HIRING OF ILLEGAL ALIENS PROHIBITED

Service Provider 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.

N. INDEMNIFICATION

Notwithstanding the limits of any insurance, Service Provider shall indemnify The City, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Service Provider, its agents, employees, Service Providers, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Service Provider hereunder, or arising or alleged to arise from Service Provider's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of The City its officials, officers, agents, volunteers or employees, and in connection therewith:

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

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

(c) In the event The City, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Service Provider 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 Service Provider hereunder, Service Provider shall pay to The City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by The City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(d) Service Provider'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.

**CITY OF VICTORVILLE
RFB FOR EVENT STAGE, SOUND, POWER, DJ SERVICES, AND RELATED
PROJECT BM19-133**

SECTION 3 - SCOPE OF SERVICES

The City of Victorville will host seven outdoor entertainment events between August 1, 2019 to June 30, 2020 that will require a Service Provider. The tentative schedule for this period is:

- | | |
|--|------------------|
| - 2 Movies in the Park Events | Summer 2020 |
| - 2 Concerts in the Park | Summer 2020 |
| - Fall Festival | October 5, 2019 |
| - Festival of Lights and Tree Lighting | December 7, 2019 |
| - Spring Festival | April 11, 2020 |

The City is requesting quotes from capable Service Providers for supplies and services to augment these outdoor entertainment events.

All supplies and related equipment shall be quoted to include delivery, off-loading, installation, set-up, calibration, start-up, on-site monitoring, tear-down, removal, and training as determined by the City of Victorville and specified for each event shown above. In the event that other events are added to the City's programming throughout the year, separate quotes will be requested from Service Provider and will be subject to the appropriate City approvals.

The vendor that is selected shall be responsible for providing the necessary equipment and personnel for the engineering, set-up, maintenance and tear down of the equipment. Service Provider personnel must be onsite for the set-up, during the event to provide maintenance and at the conclusion of the event for the tear down of the equipment. Personnel shall include, at a minimum, an engineer and a stagehand.

Any reference to brand names and/or numbers in this solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids offering equivalent items meeting the standards of quality specified will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the referenced brand.

Unless a Vendor indicates otherwise, it is understood that the Vendor is offering the referenced brand item as specified in the solicitation. The City reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the City may require additional descriptive material.

A. FALL FESTIVAL:

The City of Victorville Fall Festival, October 5, 2019, 11:30 a.m. to 6:30 p.m. Load in Friday 6:00 p.m. / Load out Saturday 7 p.m. City provides power source.

1. Sound Package

- a. Concert microphone package
- b. Subwoofer package with Ampracks
- c. Digital Mixer with CD/MP3 breakout-drive snake/DPS processing

- d. 2 FOH QSC speakers / 2 Amprack units with processors / XLR connects to suit. Speakon 8 cables to suit
 - e. 2 Wireless handheld microphone
 - f. XIR interface cable
 - g. 4 Stage mix digital 12" bia-amp wedge
 - h. All cables & connectors to complete system
 - i. Pro-wired microphones to meet performance requirements:
 - i. Shure & Audix combo SM 57 & 58-Ome (vocal & instrument)
 - ii. Drum microphone package for 5 piece kit. 6 DI boxes-XLR microphone cables
- 2. Staging – 20X24X3 Decks**
- a. Stage Decks, pins, wood plank, stage key, stage brace, stage legs & rubber feet
 - b. 2 Stair deck, stair rails, screw on hardware
 - c. 36 Stage bunting, poly per ft., gaffer tapel and zip ties
 - d. 20' truss tower for shade
 - i. (1) floor base, (4) outriggers, (1) sleeve block, (1) head block, and (1) ton hoist / sling
 - ii. Truss: 6-9-3 sections. Truss bolts
- 3. Power Services**
- a. Cable ramps
 - b. 1-100 A power distro kit with Edison breakout 1-50' twist lock cable connect to City power
 - c. Zone speakers placed at 4 location throughout the venue
 - d. Other power items needed to support event
- 4. Audio Services**
- a. 4 Bia-amp wedge with tripod
 - b. All cables & connectors required to complete system
 - c. FM broad caster kit to location
- 5. Standard Delivery & Labor**
- a. Set and strike
 - b. Onsite sound engineer
 - c. Onsite stagehand
- 6. DJ Services – Main Stage**
- a. City provides power
 - b. DJ services package
 - c. Auxiliary announcements
 - d. 2 qsc tripod
 - e. 1 Ksubs
 - f. 1 DJ façade
 - g. 1 DJ controller
 - h. 1 wireless microphone
 - i. 1 Edison package
- 7. DJ Services – Community Stage**
- a. Service Provider provides power
 - b. DJ services package

- c. Auxiliary announcements
- d. 2 qsc tripod
- e. 1 Ksubs
- f. 1 DJ façade
- g. 1 DJ controller
- h. 1 wireless microphone
- i. 1 Edison package

B. CONCERTS IN THE PARK – TWO 2020 SUMMER EVENTS:

- City Provides Stage and Power
- One Band Performance

1. Sound Package

- a. Concert microphone package
- b. Subwoofer package with Ampracks
- c. Digital Mixer with CD/MP3 breakout-drive snake/DPS processing
- d. 2 FOH QSC speakers / 2 Amprack units with processors / XLR connects to suit. Speakon 8 cables to suit
- e. 2 Wireless handheld microphone
- f. XLR interface cable
- g. 4 Stage mix digital 12" bia-amp wedge
- h. All cables & connectors to complete system
- i. Pro-wired mics to meet performance requirements:
 - i. Shure & Audix combo SM 57 & 58-Ome (vocal & instrument)
 - ii. Drum microphone package for 5 piece kit. 6 DI boxes-XLR microphone cables

2. Power Services

- a. Cable ramps
- b. 1-100 A power distro kit with Edison breakout 1-50' twist lock cable connect to City power
- c. Other power items needed to support event

3. Standard Delivery & Labor

- a. Set and strike
- b. Onsite sound engineer
- c. Onsite stagehand

4. DJ Services

- a. DJ services package
- b. Auxiliary announcements
- c. 2 qsc tripod
- d. 2 Ksubs
- e. 1 DJ façade
- f. 1 DJ controller
- g. 1 wireless microphone
- h. 1 Edison package
- i. 6 pack cable ramps
- j. City provides power
- k. Labor rate
- l. Delivery

C. MOVIES IN THE PARK – TWO 2020 SUMMER EVENTS:

1. Sound Package

- a. 4 - QSC speakers
- b. 4 - Tripods
- c. 2 – Subwoofer
- d. 1 – 8ch console
- e. Wireless for announcements
- f. City provides power

2. Video / Projection Services

- a. 5K Projector with short throw lens
- b. DVD player
- c. City provides screen

D. OTHER COMMUNITY EVENTS - ONSITE DJ SERVICES:

- **2019 Festival of Lights – Saturday, December 7, 2019**
 - i. **City Provides Power**
- **2020 Spring Festival - Saturday, April 11, 2020**
 - i. **City Provides Power**

1. Standard DJ Package

- a. Auxiliary announcements
- b. 2 qsc tripod
- c. 2 Ksubs
- d. 1 DJ façade
- e. 1 DJ controller
- f. 1 wireless microphone
- g. 1 Edison package
- h. 6 pack cable ramps
- i. City provides power
- j. Labor rate
- k. Delivery

**CITY OF VICTORVILLE
RFB FOR EVENT, STAGE, SOUND, POWER, DJ SERVICES, AND RELATED
PROJECT BM19-133**

SECTION 4 – FORMS

SUBMISSION CERTIFICATION

I hereby submit to The City of Victorville the following bid proposal for supplies and services outlined in plans and specifications entitled "Project BM19-133." All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- ☐ Submission Certification
- ☐ Bid Proposal Forms
- ☐ Proposer Identification
- ☐ Customer References
- ☐ Exceptions Form
- ☐ Worker's Compensation
- ☐ Signature Authorization
- ☐ Non-Collusion Affidavit
- ☐ Debarred Certification

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

Business Name

Authorized Signature

Printed Name and Title

Date Signed

Telephone Number

BID PROPOSAL FORM

**CITY OF VICTORVILLE
RFB FOR EVENT, STAGE, SOUND, POWER, DJ SERVICES, AND RELATED
PROJECT BM19-133**

MOVIE IN THE PARK BID PROPOSAL FORM

ITEM	DESCRIPTION	QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

TOTAL \$ _____

Bidder: _____

Address: _____
Mailing Address _____ City _____ State _____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Signature _____ Date _____

**CITY OF VICTORVILLE
RFB FOR EVENT, STAGE, SOUND, POWER, DJ SERVICES, AND RELATED
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CONCERT IN THE PARK BID PROPOSAL FORM

ITEM	DESCRIPTION	QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

TOTAL \$ _____

Bidder: _____

Address: _____
Mailing Address City State Zip

Phone: _____ Fax: _____ E-mail: _____

Signature Date

**CITY OF VICTORVILLE
RFB FOR EVENT, STAGE, SOUND, POWER, DJ SERVICES, AND RELATED
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FALL FESTIVAL BID PROPOSAL FORM

ITEM	DESCRIPTION	QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

TOTAL \$ _____

Bidder: _____

Address: _____
Mailing Address _____ City _____ State _____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Signature _____ Date _____

**CITY OF VICTORVILLE
RFB FOR EVENT, STAGE, SOUND, POWER, DJ SERVICES, AND RELATED
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FESTIVAL OF LIGHTS & TREE LIGHTING BID PROPOSAL FORM

ITEM	DESCRIPTION	QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

TOTAL \$ _____

Bidder: _____

Address: _____
Mailing Address _____ City _____ State _____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Signature _____ Date _____

**CITY OF VICTORVILLE
RFB FOR EVENT, STAGE, SOUND, POWER, DJ SERVICES, AND RELATED
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SPRING FESTIVAL BID PROPOSAL FORM

ITEM	DESCRIPTION	QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

TOTAL \$ _____

Bidder: _____

Address: _____
Mailing Address _____ City _____ State _____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Signature _____ Date _____

**CITY OF VICTORVILLE
RFB FOR EVENT, STAGE, SOUND, POWER, DJ SERVICES, AND RELATED
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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. Service Providers License number and expiration date.
Number: _____ Expiration date: _____
10. Federal Tax Identification Number: _____
11. Proposer's Project Manager: _____

**CITY OF VICTORVILLE
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CUSTOMER REFERENCES

Proposer: _____

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

**CITY OF VICTORVILLE
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EXCEPTIONS FORM

Should Proposer 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: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

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WORKERS' COMPENSATION CERTIFICATE

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

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

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

**CITY OF VICTORVILLE
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SIGNATURE AUTHORIZATION

Proposer/Bidder: _____

- A. I hereby certify that I have the authority to offer this proposal/bid to City of Victorville for the above 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.

SIGNATURE

- B. The following information relates to the legal Propser/Bidder listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

_____An Individual

_____A Partnership, Partners' names:

_____A Company

_____A Corporation

2. My tax identification number is _____
(For individuals, this number is usually the Social Security Number)

3. _____I am a certified small business and Small Business Preference is applicable to this proposal/bid. A copy of my certification from the Office of Small and Minority Business is attached.

_____I have recently filed for Small Business Preference but have not yet received certification.

_____I am not a Small Business.

4. _____My business is owned by a minority whose ethnicity is: _____

_____My business is owned by a woman.

_____My business is owned by a disabled veteran.

CITY OF VICTORVILLE

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

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or

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

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

Signature

Company Name

Printed Name

Title

SUBSCRIBED AND SWORN TO BEFORE ME

This _____ day of _____, _____.

Notary Public

(Seal)

**CITY OF VICTORVILLE
RFB FOR EVENT, STAGE, SOUND, POWER, DJ SERVICES, AND RELATED
PROJECT BM19-133**

DEBARRED CERTIFICATION ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

ATTACHMENT A

SAMPLE GENERAL SERVICES PROVIDER STANDARD AGREEMENT

****SAMPLE****

**GENERAL SERVICES PROVIDER STANDARD AGREEMENT
BY AND BETWEEN
THE CITY OF VICTORVILLE
AND
NAME OF PROVIDER
FOR
RFB FOR EVENT STAGE, SOUND, POWER, DJ SERVICE, AND
RELATED, PROJECT BM19-133**

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: _____

THE CITY OF VICTORVILLE

APPROVED AS TO STANDARD FORM:

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

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

Dated: _____

Dated: _____

EXHIBIT A

SCOPE OF SERVICES

See Attachment

EXHIBIT A

FEE SCHEDULE

(or Bid Proposal Forms, Payment Schedule, etc.)

See Attachment