

Purchasing Division  
 2600 Fresno St. Room 2156  
 559 - 621-1332 FAX 559 - 488-1069  
[www.fresno.gov](http://www.fresno.gov)

Finance Department  
 Michael Lima  
 Director

NOTICE INVITING PROPOSALS INFORMAL  
 REQUIRMENTS CONTRACT FOR SERVICES

The City of Fresno is soliciting proposals for: MICROFILMING SERVICES  
 RFP No. 9353

Following are the provisions for a (n)

- ☐ PAPER BID SUBMISSION  
☒ ONLINE BID SUBMISSION

**PRPOSERS MUST FOLLOW THE PROPER INSTRUCTIONS BELOW BASED ON WHETHER THE  
 RFP SUBMISSION IS PAPER OR ONLINE**

**Paper submissions** will be received as Sealed bids at the office of the Purchasing Manager of the City of Fresno for the following:

**Specifications for these items can be downloaded at the City's online website at:**  
<http://www.fresno.gov>. For Businesses (to the left of the screen) Bid Opportunities, Project Detail Page. Any questions concerning this RFP should be referred to designated buyer as shown on the Project Detail Page or by contacting the City of Fresno, Purchasing Division, at (559) 621-1332 at least three (3) days prior to the designated RFP due date or prior to the pre-bid conference, if scheduled, using question form on page 34.

- ☐ **PAPER SUBMISSION** RFP proposals must be submitted on the forms provided in a sealed envelope, properly completed and clearly showing the above project title and control number, to the Purchasing Division Office at 2600 Fresno St. Room 2156, Fresno, CA 93721, **prior to the RFP opening at 2:00 P.M., XX, 20XX. RFPs received at 2:00 p.m. or after will not be accepted. The time stamp in the Purchasing Division will be the official clock for documenting the time of filing.** RFPs received after the deadline will be returned unopened.

**RFP's will not be accepted Online or via Fax.**

\*\*\*\*\*

\*\*

- ☒ **ONLINE SUBMISSION** of proposal pricing must be submitted online prior to the closing of the bidding period at 2:00 P.M., on the date indicated on the Project Detail Page. RFPs will not be accepted online after the stroke of 2:00 p.m.

**RFP's will not be accepted via Fax or at the Purchasing counter.**

\*\*\*\*\*

\*\*

**This is a non-formal proposal for contract amounts under the amount required for formal advertised proposals (currently \$50,000) and award of a contract for more than that amount cannot be made on the basis of this proposal.** If your proposal amount exceeds the amount required for formal bidding, rather than disclosing your actual proposal amount, please notify the buyer via e-mail. The threshold for formal bidding is adjusted annually, typically in August. Please contact the Purchasing Division to verify the latest threshold.

By submitting proposals, the Bidder is acknowledging that they having carefully examined the location of the work described, if applicable, proposes to furnish, all, in strict accordance with said plans and/or specifications, the materials, labor, and equipment necessary to complete the project for the prices set forth on the City's proposal form.

The City of Fresno hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or on any other basis prohibited by law.

The City of Fresno reserves the right to reject any and all bids.

## INSTRUCTIONS TO PROPOSERS

**PAPER SUBMISSION RFP** PROPOSALS, WHEN AUTHORIZED, WILL BE CONSIDERED FOR AWARD ONLY IF THE PROPOSER HAS COMPLIED WITH THE FOLLOWING:

RFP Proposals shall be submitted on the forms furnished by the Purchasing Manager, with all documents, completely filled out, properly signed by the Proposer and delivered, under sealed cover and plainly marked:

### MICROFILMING SERVICES RFP FILE NO. 9353

to the Office of the Purchasing Manager, 2600 Fresno St. Room 2156 Fresno, California, 93721, prior to the date and time specified when all Proposals will be publicly opened and recorded. Bids received at 2:00 p.m. or after will **not** be accepted. The time stamp in the Purchasing Division will be the official clock for documenting the time of filing.

**ONLINE SUBMISSION:** BY PLACING BIDS ONLINE, THE PROPOSER PROPOSES TO FURNISH TO THE CITY OF FRESNO, WITH THE PRICES SET FORTH ON THE CITY'S ONLINE BID FORM. THE PRICES SET FORTH ON THE PROPOSAL FORM SHALL INCLUDE ANY AND ALL APPLICABLE TAXES,

## CONTRACT DEFINITIONS

Attention of Proposers is especially directed to all provisions of the Contract Documents, as defined, on page 17.

### Submittal of Proposal

- 1). Each Proposer shall carefully examine each and every term of this Request for Proposal; and each Proposer shall judge all the circumstances and conditions affecting his or her proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposal.
- 2). The Proposer shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.
3. Proposers will submit **if PAPER** One Original and Two copies of their proposal in a sealed envelope marked on the outside RFP No. 9353, MICROFILMING SERVICES and will include the name of the Proposer and the date and time of proposal submittal deadline. **if ONLINE** proposer will upload **ONE (1) copy** as an attachment.
4. This solicitation for proposals does not commit the City of Fresno to enter into a Contract or to pay any costs incurred in the preparation of responses to the request. The City of Fresno reserves the right to accept or reject any proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals. It may accept the proposal that it considers to be in the interest of the City of Fresno, with or without negotiation.
5. The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

## **Local Preference**

6. Fresno Municipal Code Section 4-109, LOCAL PREFERENCE IN CONTRACTING FOR SERVICES, provides for a local preference. Portions pertinent to this Contract are paraphrased as follows:

Except for those contracts funded by the federal or state government when such funding would be jeopardized because of this preference, the City of Fresno shall, in contracting for professional services, other than consulting service, extend a five percent (5%) preference for a local firm in evaluating proposals for award. The amount of the preference shall be equal to the amount of the percentage applied to the lowest proposal price from a firm other than a local firm, if the Proposer submitting the lowest proposal price is not a local firm. The Proposer shall certify, under penalty of perjury, that the Proposer qualifies as a local firm. The preference is waived if the certification does not appear on the proposal.

"Local firm" shall mean a firm with a fixed primary or branch office within a twenty-five mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, and a majority of the work on the project will be performed by employees who are permanently assigned to such office prior to the city requesting proposals for the project and whose regular duties would include local work on other than city projects.

Proposers shall submit the form CERTIFICATION FOR LOCAL PREFERENCE with their proposal if they seek the benefit of local preference.

## **Public Records**

7. The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Evidence Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all of their proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding confidential information, will be available for review after posting of staff recommendation.

## **Selection Process and Evaluation Criteria**

### **8. Proposal Evaluation**

The Department and Purchasing will review and evaluate all proposals after receipt. To receive proper consideration, the proposal must meet the requirements of these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the Proposer's written proposals. In other words, advantages which are not stated will not be considered in the evaluation process.

Proposers whose proposals include a failure to comply with or take exception to these Specifications may be considered nonresponsive and dropped from the evaluation process.

The Selection Committee will evaluate the proposals on the following criteria:

- a. **Ability** to meet the stated service requirements.
- b. **Past Performance and Experience** based on References and experience shown on "Statement of Qualifications and Experience."
- c. **Conformance** to the terms and conditions of the RFP.
- d. **Cost** as shown on the proposal form.

The City reserves the right to accept or reject any or all proposals and may select, and negotiate with one or more Proposers concurrently, and enter into a Contract with such Proposer who is determined,

by the City, to provide the services which are in the interest of the City. The City may agree to such terms and conditions as it may determine to be in its interest.

9. The City reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations.

10. Selection will be based on qualitative analysis and cost. Any award shall be on the basis of the criteria specified and made to the Proposer whose proposal is judged as providing the best value in meeting the interest of the City and the objectives of the project.

11. The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

### **Time to Award**

12. The Proposer agrees that the City may have **60** days to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

### **Documents required after Award**

13. Upon City's acceptance of the proposal, the successful Proposer will be required to execute and return all certificates of insurance within **fifteen (15) calendar days**, after which a Notice of Award shall be issued by the City. Should the successful Proposer fail or refuse to enter into agreement with the, the City reserves the right to accept the proposal of the Proposer offering the next best value to the City.

### **Contacts with City Staff**

14. Before an award is made, any contact with City staff, other than the Purchasing Manager or his or her designee(s), without prior written authorization is strictly prohibited and may render the Proposer non-responsible.

### **REGULATED COMMUNICATIONS IN CITY PROCUREMENT PROCESS ORDINANCE**

15. The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov>. Under Government, "City Clerk" - Fresno Municipal Code- Or view the Fresno Municipal Code directly at <http://www.municode.com/Resources/gateway.asp?pid=14478&sid=5>

ADDENDA:

The City makes a concentrated effort to ensure any addenda issued relating to these Specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

OUTREACH TO SMALL BUSINESS ENTERPRISES IN SUBCONTRACTING

The City of Fresno hereby notifies all Proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, procurement of supplies, equipment and other services. Therefore, the City requests that a Proposer who intends to subcontract a portion of the work seek out small business enterprises that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability and prices.

## PROPOSER'S CHECKLIST

### NOTICE INVITING PROPOSALS MICROFILMING SERVICES RFP NO. 9353

**PAPER SUBMISSION, SUBMIT CHECKLIST WITH YOUR PROPOSAL DOCUMENTS, if ONLINE SUBMISSION UPLOAD AS AN ATTACHMENT.** Proposers shall complete and submit all documents marked with an "X" in the "REQUIRED" column. Documents required on the checklist but not included may render your proposal nonresponsive and ineligible for award. Proposals received by **PAPER**, by the scheduled opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted. **ONLINE** submissions see page 1.

Proposals shall be submitted, **One (1) original and Two (2) copies if PAPER.** The total proposal packet must be sealed and clearly marked on the outside **RFP No. 9353 for MICROFILMING SERVICES TO THE PURCHASING MANAGER, CITY OF FRESNO. On ONLINE upload ONE (1) copy as attachment.**

The Contract shall be in effect for One (1) year from the date of the Notice to Proceed. The Contract may be extended in accordance with the provisions set forth in these Specifications.

In response to the above Request for Proposals, the following documents are submitted for consideration:

- ☒ 1. Cost Proposal, page 8.
- ☒ 2. References, page 10
- ☒ 3. Signature, pages 12-13
- ☐ 4. Addenda issued, Addenda No. \_\_\_\_ to \_\_\_\_\_. (Enter numbers, if **applicable**)

We understand that all proposals received by the City prior to the scheduled proposal submission deadline are subject to verification that all the documents checked have been submitted. If a document has been omitted, the proposal may be considered non-responsive. Proposal prices and information submitted by proposers will be made available to proposers after staff determination prior to award of a contract.

SUBMITTED BY:

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

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_

Email \_\_\_\_\_

Proposer's Name \_\_\_\_\_

## REQUEST FOR PROPOSAL FOR MICROFILMING SERVICES

REQUEST FOR PROPOSAL NO. 9353

## INTRODUCTION

TO THE PURCHASING MANAGER, CITY OF FRESNO

**COST PROPOSAL**

Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the following services at the following rates:

**SECTION I**

<b><u>ITEM</u></b>	<b><u>QTY</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PRICE</u></b>	<b><u>TOTAL</u></b>
1.	200 Boxes	MICROFILMING SERVICES	\$ _____	\$ _____

**SECTION II ADD ALTERNATE**

2.	200 Rolls	MICROFILM IMAGES TO SERCHABLE DIGITAL FORMAT	\$ _____	\$ _____
----	-----------	---	----------	----------

**TOTAL NET AMOUNT:** \$ \_\_\_\_\_

Total Net Bid Amount is: \_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents.

The above amount shall include any and all applicable taxes.

The quantities listed on the proposal page(s) are estimates. The actual requirement of the City may be more or less than the quantities specified. The City will pay for only those items which it actually delivered or received during the term of the Contract.

**NOTE:** This is an informal request for service for under \$50,000 an award of a contract for more than that amount cannot be made on the basis of this proposal. If your proposal amount exceeds \$50,000.00 please indicate so rather than disclosing your actual bid amount

The City reserves the right to reject any and all proposals.



BIDDER'S NAME: \_\_\_\_\_

(Submit with Proposal) If applicable

#### LIST OF SUBCONTRACTORS

Pursuant to the provisions of California Public Contract Code **sections 4100 to 4113 inclusive**, the undersigned hereby designates below, for the Project, opposite various portions of work, the names locations and license number of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. **All work not listed below shall be performed by the undersigned Bidder.** It is understood that the Bidder, if awarded the Contract, shall not substitute any Subcontractor in place of the Subcontractors herein designated, or sublet or subcontract any of the work as to which a Subcontractor is not herein designated, without the written consent of the City. The subletting or subcontracting of any work for which there was no Subcontractor designated in the original bid may be permitted only in case of public emergency or necessity, and only after the City Council makes findings in a Resolution setting forth facts constituting the emergency or necessity.

If work to be done under this contract is to be subcontracted, list the Sub-contractor and give a detailed description of the work to be done. If additional space is needed, attach a separate sheet.

NAME and LICENSE NUMBER

ADDRESS

WORK TO BE SUBLET

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_

(Submit with Proposal)

MICROFILMING SERVICES  
BID FILE 9353  
**REFERENCES**

Please list at least three variable references within the last year, of similar scope of work and type of service(s) as required for this project, including governmental agencies, if available.

1. AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

Fax Number \_\_\_\_\_ Email \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_ (YEARS)

TYPES OF SERVICES PROVIDED: \_\_\_\_\_

2. AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

Fax Number \_\_\_\_\_ Email \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_ (YEARS)

TYPES OF SERVICES PROVIDED: \_\_\_\_\_

3. AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Fax number \_\_\_\_\_ Email \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

Fax Number \_\_\_\_\_ Email \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_ (YEARS)

TYPES OF SERVICES PROVIDED: \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal, if applicable)

**CERTIFICATION FOR LOCAL PREFERENCE**  
**PRODUCT REQUIREMENTS CONTRACT FOR:**  
**MICROFILMING SERVICES**  
Bid File No. 9353

☐ We certify that we qualify as a local business pursuant to Fresno Municipal Code section 4-108(a).

**Location of Business:**  
Please provide street address  
(PO Box is not acceptable)

Primary Office [    ]  
Branch Office [    ]  
(Please mark as applicable)

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

Phone: \_\_\_\_\_

\*\*\*\*\*

☐ We certify that we qualify as a local business pursuant to Fresno Municipal Code sections 4-108(a) and (b).

**Location of Business:**  
Please provide street address  
(PO Box is not acceptable)

Primary Office [    ]  
Branch Office [    ]  
(Please mark as applicable)

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

Phone: \_\_\_\_\_

Provide total number of employees (includes employees of fixed primary and any branch offices of Bidder): \_\_\_\_\_

The average annual gross receipts over the previous three calendar years to the city inviting bids herein (includes gross receipts of fixed primary and any branch offices of Bidder)

\$ \_\_\_\_\_

Small Business Certification issued by the State of California

Certification Number: \_\_\_\_\_ Date of expiration: \_\_\_\_\_

The undersigned Bidder hereby declares under penalty of perjury under the laws of the State of California that the information contained on this CERTIFICATION FOR LOCAL PREFERENCE is correct and complete.

**The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Certification.**

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution

**SIGNATURE PAGE**

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this proposal are true and correct.

**PROPOSAL SUBMITTED BY:**

(Please follow the instructions for each line, as explained below.)

(1)      \_\_\_\_\_      (    )      (    )  
Firm                                      Phone                                      Fax

(2)      \_\_\_\_\_  
(Corp)                      (Individual)                      (Partner)                      (Other)

(3)      \_\_\_\_\_  
Business Address

\_\_\_\_\_

City                                      State                                      Zip Code

(4)      By: \_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_

Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: \_\_\_\_\_ Date: \_\_\_\_\_

## INSTRUCTIONS FOR SIGNATURE PAGE

- LINE 1: The name of the Bidder must be the same as that under which a license is issued, if a license is required. If the Bidder is a corporation, enter the exact name of the corporation under which it is incorporated; if Bidder is an individual, enter name; if Bidder is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.
- LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.
- LINE 3: Enter the address to which all communications and notices regarding the Bid Proposal and any Contract awarded thereunder are to be addressed.
- LINE 4: (a) If the Bidder is a corporation, the Bid Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign contracts (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign Contracts.
- (b) If Bidder is an individual, he/she must sign the Bid Proposal, or if the Bid Proposal is signed by an employee or agent on behalf of the Bidder, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the bids or must be submitted with the Bid Proposal.
- (c) If the Bidder is a partnership, the Bid Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.
- (d) If the Bidder is a joint venture, the Bid Proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and c) above apply respectively.

Where Bidder is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAME	ADDRESS

NOTE: All addresses must be complete with street number, City, State, and Zip Code.

## SAMPLE CERTIFICATION

I, \_\_\_\_\_, certify that I am the secretary  
Name  
of the corporation named herein; that \_\_\_\_\_ who signed this  
Name  
Bid Proposal on behalf of the corporation, was then \_\_\_\_\_ of  
Title  
said corporation; that said Bid Proposal is within the scope of its corporate powers and was  
duly signed for and on behalf of said corporation by authority of its governing body, as evidenced  
by the attached true and correct copy of the \_\_\_\_\_  
Name of Corporate Document

By: \_\_\_\_\_

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

Title: \_\_\_\_\_ Secretary

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

SAMPLE INFORMAL  
SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "City"), and [Contractor Name], [Legal Identity] (hereinafter referred to as "Contractor") as follows:

1. CONTRACT DOCUMENTS. The "Invitation to Bid," "Bid Proposal," "General Conditions," "Bidding Instructions to Bidders," "Special Conditions," "Technical Conditions," and "Technical Specifications" for the following: [Title] [Bid File No.] [Alternates (if any)] copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, including Performance and Payment Bonds, if required, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the estimated monetary consideration of [WRITTEN \$ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS (\$[DOLLAR AMOUNT]), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION: Contractor shall indemnify, hold harmless and defend City and each of its officers, officials employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

////

////

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

[Contractor Name],  
[Legal Identity]

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Purchasing Manager, or Designee  
Finance Department

Name: \_\_\_\_\_  
(Type or print written signature.)

Title: \_\_\_\_\_

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

NOTICE INVITING PROPOSALS INFORMAL  
REQUIRMENTS CONTRACT FOR SERVICES

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

No signature of City Attorney required.  
Standard Document #FIN-S 7.0 has been used  
without modification, as certified by the  
undersigned.

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

City address:

By: \_\_\_\_\_

City of Fresno  
Attention: [Name], [Title]  
2600 Fresno St. Room 2156  
Fresno, CA 93721

Name: \_\_\_\_\_  
(Type or print written signature.)

Title: \_\_\_\_\_



### III. GENERAL CONDITIONS

1. **DEFINITIONS:** Wherever used in the Specifications, including the Instructions to Proposers, the proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) "City" and "City of Fresno" shall each mean the City of Fresno, CA, unless otherwise indicated.
- (b) "City Manager" shall mean the City Manager of the City of Fresno.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Proposers, the proposal and any addenda thereto, the Contract and all City of Fresno specifications, and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) "Contractor" shall mean each person or entity awarded a Contract hereunder and named or to be named in the Contract with the City of Fresno to furnish the goods or services, or both, to be furnished under the Contract.
- (e) "Council" and "City Council" shall each mean the Council of the City of Fresno.
- (f) "Proposer" shall mean each person or entity submitting a proposal, whether or not such person or entity shall become a Contractor by virtue of award of a Contract by the City.
- (g) "Purchasing Manager" shall mean the Purchasing Manager of the City of Fresno.
- (h) "Specifications" shall mean the Contract Documents.

2. **DELIVERY OF SERVICES:** If Contractor is delayed providing services by (i) any acts or omissions of City or its employees, or others acting under authority of City by contract or otherwise, (ii) acts of God which Contractor could not reasonably have foreseen and provided for, (iii) illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, or (iv) any illegal general lockouts or other defensive action by employers, whether general or by organizations of employers; Contractor shall have no claim for damages against City for any such cause of delay, but shall be entitled to an extension of time as will reasonably compensate Contractor for actual loss of time occasioned thereby. Contractor may apply to the City Manager for such extension. However, no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager, in writing, within one week after the commencement or occurrence of the condition or event which is expected to cause a delay in delivery, of such condition or event and the actual or estimated number of days of delay anticipated on account thereof. The decision of the City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, will be given in writing to Contractor.

3. **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

4. TERMINATION FOR CAUSE:

a. If the Contractor shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract, the City Manager of the City of Fresno or his or her designee, acting for and on behalf of the City, may at any time after the expiration of the time for cure, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or service to be furnished which have not been delivered or accepted prior to such termination.

b. The City may terminate this Contract if the Contractor materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within fifteen (15) days after written notice by the City specifically describing the breach.

c. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or his or her designee, which notice shall be deemed to have been received by Contractor, if mailed by certified mail, within forty-eight hours to Contractor's address as contained in the proposal to the City or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

5. CONTRACT DOCUMENTS: The Contract will consist of a written Purchase Order. Upon notification of award, the successful Bidder shall submit insurance certificates and a payment bond, if applicable within ten (10) working days. Attention of bidders is especially directed to all provisions of the Technical Specifications.

6. PERFORMANCE BOND: Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect a Faithful Performance Bond from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California, in the amount of XX, IF APPLICABLE this bond is to be renewed annually.

7. Throughout the life of this Contract, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. The required policies of insurance shall maintain limits of liability of not less than those amounts stated herein. However, the insurance limits available to the City of Fresno, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds available to the named insured. The following policies of insurance are required:

**PROVISIONS APPLICABLE ONLY FOR WORK PERFORMED IN THE COURSE AND SCOPE OF  
THIS AGREEMENT FOR SERVICES**

**MINIMUM LIMITS OF INSURANCE**

PROFESSIONAL SERVICES, or any party the PROFESSIONAL SERVICES subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **CYBER LIABILITY** insurance with limits not less than:

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

**UMBRELLA OR EXCESS INSURANCE**

In the event PROFESSIONAL SERVICES purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

PROFESSIONAL SERVICES shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and PROFESSIONAL SERVICES shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) PROFESSIONAL SERVICES shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

## **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. PROFESSIONAL SERVICES shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, PROFESSIONAL SERVICES' insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of PROFESSIONAL SERVICES' insurance and shall not contribute with it. PROFESSIONAL SERVICES shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: PROFESSIONAL SERVICES and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

The Cyber Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Insured and for claims involving any professional services for which PROFESSIONAL SERVICES is engaged with the City for such length of time as necessary to cover any and all claims.

If the Cyber Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by PROFESSIONAL SERVICES.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the

commencement of work by PROFESSIONAL SERVICES, PROFESSIONAL SERVICES must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. PROFESSIONAL SERVICES is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, PROFESSIONAL SERVICES shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, PROFESSIONAL SERVICES shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

### **VERIFICATION OF COVERAGE**

PROFESSIONAL SERVICES shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, PROFESSIONAL SERVICES shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

**CLAIMS-MADE POLICIES** - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONTRACTOR.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, CONTRACTOR must purchase "extended reporting" period coverage for a minimum of five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to CITY for review.
- (v) These requirements shall survive expiration or termination of the Agreement.

**MAINTENANCE OF COVERAGE** - If at any time during the life of the Agreement or any extension, CONTRACTOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY hereunder shall in any way relieve CONTRACTOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, its principals, officers, agents, employees, persons under the supervision of CONTRACTOR, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

**SUBCONTRACTORS** - If CONTRACTOR should subcontract all or any portion of the services to be performed under this Agreement, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and CONTRACTOR shall ensure that CITY, its officers, officials, employees, agents and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with CONTRACTOR and CITY prior to the commencement of any work by the subcontractor.

8. **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the gross negligence or by the willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

9. **PRECEDENCE OF CONTRACT DOCUMENTS:** The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Scope of Work.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order precedence.

10. FEDERAL IMMIGRATION REFORM AND CONTROL ACT OF 1986: As a material part of any contract for a City of Fresno project, every Contractor who has employees who will work on a City of Fresno project, is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (P.L. 99-603, 100 Stat. 3359). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Fresno project.

11. WORKMANSHIP GUARANTY: The workmanship of the services to be performed for the City by the Contractor will be in accord with the Specifications and where not specified, in accord with generally accepted standards.

12. ALTERATION OF TERMS: No alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by both parties.

13. CONTRACT CHANGES: No changes or modifications to the Contract shall be made unless agreed to and signed by both parties. No prior, current or post award verbal agreement or agreements with any officer, agent or employee of the City shall affect or modify any terms or obligations of these Specifications or any Contract resulting from this procurement.

14. AMENDMENTS: The City of Fresno reserves the right to add, modify, or delete service from the Contract including Special Conditions or Scope of Work. Any changes shall be made by means of a signed by both the City and Contractor.

15. ASSIGNMENT: The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale or subcontracting by the Contractor, its successors or assigns, shall be null and void unless approved in writing by the City.

16. TERMINATION BY CITY FOR NON-APPROPRIATION: In the event of non-appropriation relating to the Contract, City shall have the right to terminate the Contract at the end of any fiscal year of City, in the manner and subject to the terms specified in this paragraph. City shall endeavor to give written notice of such termination not less than sixty (60) days prior to the end of such fiscal year, and shall notify Contractor of any anticipated termination. For purposes of this paragraph, "fiscal year" shall mean the twelve month fiscal period of City which commences on July 1 in every year and ends on the following June 30. For purposes of this paragraph, "non-appropriation" shall mean the failure of the City or City's governing body to appropriate money for any fiscal year of City sufficient for the continued performance of the Contract by City.

17. INDEPENDENT CONTRACTOR: In the furnishing of the services provided for herein, the Contractor is acting as an independent contractor. Neither the Contractor, nor any of its officers, associates, agents or employees shall be deemed an employee, joint venturer, partner or agent of the City for any purpose. However, the City shall retain the right to verify that the Contractor is performing its respective obligations in accordance with the terms of the Contract.

Because of its status as an independent contractor, Contractor and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and

retirement benefits. In addition, together with its other obligations under this Agreement, Contractor shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to City or to this Agreement.

18. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties thereunder shall be Fresno County, California.

19. COMPLIANCE WITH LAW: In providing the services required under the Contract, Contractor shall at all times comply with all applicable laws of the United States, the State of California and the City of Fresno, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of the Contract.

20. SEVERABILITY: The provisions of the Contract are severable. The invalidity or unenforceability of any one provision in the Contract shall not affect the other provisions.

21. INTERPRETATION: The Contractor acknowledges that the Contract in its final form is the result of the combined efforts of the parties and that, should any provision of the Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing the Contract in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

22. ATTORNEY'S FEES: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. EXHIBITS: Each exhibit and attachment referenced in the Contract is, by the reference, incorporated into and made a part of the Contract.

24. MAINTENANCE OF RECORDS: Records of Contractor pertaining to the services hereunder shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of the Contract and for a period of three years after final payment and for the period of time required by law. In addition, all books, documents, papers, and records of Contractor pertaining to the Contract shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This section shall survive expiration or termination of the Contract.

25. NOTICES: Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Proposal in the case of the Contractor and at the address in the Special Conditions for mailing of invoices in the case of City, or at such other address as the parties may from time to time designate



by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

26. **BINDING**: Subject to Section 15 of these General Conditions, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

27. **WAIVER**: The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

28. **CUMULATIVE REMEDIES**: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

29. **NO THIRD PARTY BENEFICIARIES**: The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

30. **EXTENT OF AGREEMENT**: Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor.

31. **HEADINGS**: The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

32. **TIME TO AWARD**: The Proposer agrees that the City may have **60** days to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

33. **LABOR REQUIREMENTS** The following non-Federal Labor-Standards Provisions, including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this contract pursuant to the requirements of applicable State or Local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor-Standards provisions of this contract. In case the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor-Standards Provisions of this contract for corresponding classifications, the minimum rates of pay set forth below shall be deemed, for the purpose of this contract, to be the applicable minimum rates of pay for such classifications. The limitations, if any, in these non-Federal Labor Standards Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this contract may be required or permitted to work thereon shall not be exceeded.

**This project is subject to the payment of prevailing wages.**

Schedule of Prevailing Rate of Wages and Salaries is established pursuant to Sections 1770 to 1780, inclusive, of the Labor Code of the State of California and/or Section 1(b) of the United States Labor

Code. Copies of the wage rates may be obtained at the Office of Construction Management, 1721 Van Ness, Fresno, CA 93721, at (559) 621-5600.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 This contract is subject to all terms and conditions of the OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, the California Occupational Safety and Health Act, and their present and future amendments.

Contractor expressly assumes responsibility for compliance therewith and warrants that all materials, supplies and equipment provided or installed pursuant to this contract, whether provided by the Contractor, subcontractor, or a supplier, fully satisfy the requirements of said Acts. Contractor shall, upon insertion in each contract with a subcontractor or supplier of a clause by which the subcontractor or supplier warrants such compliance, be relieved of responsibility for compliance by the subcontractor or supplier.

Immigration Reform and Control Act of 1986 As a material part of any Contract for a City of Fresno project, every Contractor who has employees who will work on a City of Fresno project, is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (8 U.S.C.S Section 12550 (LexusNexus 2006)). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Fresno project.

Penalties for Under-Payment of Wages, Penalties for Violation of Eight Hour Day, Employment of Apprentices, and Payroll and Basic Records shall be governed by the Labor Code of the State of California.

#### IV. SPECIAL CONDITIONS

##### TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate this Contract upon thirty (30) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination

##### TERMINATION FOR NON-PERFORMANCE:

a. If Contractor shall fail to meet quality standards or other requirements of the specifications or shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract, the City Manager of the City of Fresno or his or her designee, acting for and on behalf of the City, may at any time after the expiration of the time for delivery, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or service to be furnished which have not been delivered or accepted prior to such termination.

b. The City may terminate this Contract if the Contractor materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within five (5) days after written notice by the City specifically describing the breach.

c. Such termination shall be effective upon receipt by Contractor of written notice of termination from said Purchasing Manager, which notice shall be deemed to have been received by Contractor, if mailed, within forty-eight hours to Contractor's address as contained in City's Proposal or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address

##### **TIME OF COMPLETION/LIQUIDATED DAMAGES**

The Contractor shall diligently prosecute the work to completion for all submitted items for microfilming before the expiration of **Fourteen (14) working days** from the date of the Notice to Proceed.

It is agreed that the Contractor shall be liable for and shall pay to the City, as fixed, and agreed, liquidated damages, and not as a penalty, the sum of **Fifty Dollars (\$50.00) per** day for each calendar day of delay in completion of the work from the date for completion as specified herein or in any written extension of time granted by the City.

NOTE: The following shall apply to all bid items:

TIME OF COMPLETION AS SPECIFIED WILL BE ENFORCED.  
LIQUIDATED DAMAGES WILL BE DEDUCTED FROM PAYMENTS.

##### PAYMENT

The contractor shall be eligible for payment after completion and acceptance of job. The contractor must invoice the City, in order to initiate the payment process. Invoice shall conspicuously display the Purchase Order Number and shall be sent to:

ATTENTION:  
**Yvonne Spence**  
City Clerk's Office  
2600 Fresno Street  
Fresno, CA 93721  
INF RFPSESV

## TERM OF CONTRACT

This Contract shall be in effect for one year(s) from the date of the Notice to Proceed ("Initial Term"). The Contract may be extended, with the mutual consent of both parties, for Two (2) one-year increments with price increases/decreases in accordance with the provisions set forth herein, all other terms and conditions specified herein remaining the same. If either the City or Contractor elects not to extend the Contract, or upon expiration of the final one-year extension term, the Contractor shall aid the City in continuing, uninterrupted, the requirements of the Contract, by continuing to perform on a temporary basis, when specifically requested to do so in writing by the Purchasing Manager, for a specified term not to exceed twelve months. Such continuance shall be subject to price increases/decreases in accordance with the provisions set forth herein, and all other terms and conditions remaining the same as if the Contract had been extended for such a temporary period by an amendment hereto.

## PRICING CONDITIONS

For the first 12-month period of the Contract, pricing will be fixed at the Bid Proposal price. Sixty days prior to the 1-year anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following 12-month period to the Purchasing Manager of the City of Fresno. The Contractor must provide adequate documentation to substantiate any request for price increase. Any increase in unit price for any item included in this Contract shall not exceed, unless otherwise approved by the Purchasing Manager, the percent change for the following Producer's Price Index, as published by the Bureau of Labor Statistics: Data Management and Storage Information Transformation and other services. **(Product Code 5182104)**. In the event that the index drops, the Contractor shall pass on to the City an equivalent reduction in pricing. The basis of the index shall be established as the last available month at the date of the Notice to Proceed.

If, during the course of this Contract, the Contractor's selling price of any of the item(s) bid is below the Contract Bid Proposal price, the City will receive the lowest pricing.

## AUTHORIZATION TO PLACE ORDERS

Names of individuals authorized to place orders will be provided in writing by the City upon or following the issuance by the City of the Notice to Proceed. City may modify such writing from time to time by notice to the Contractor.

## CONTRACTOR'S AUTHORIZED REPRESENTATIVE

The name, mailing address, telephone number, any e-mail address and any facsimile number of Contractor's authorized representative shall be provided in writing by Contractor no later than 5 calendar days following the issuance by the City of the Notice to Proceed.

## DELIVERY

Minimum value of orders placed to be delivered to the City will be \$50.00. No minimum value will be guaranteed for will call orders. Cancellation of backorders is not acceptable.

Delivery of items is to be F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, to:

City of Fresno  
City Clerk's Office  
2600 Fresno Street  
Fresno, CA 93721

Delivery is to be made between the hours of 8:00 A.M. and 4:00 P.M. and during regular City of Fresno working days.

#### NON-DELIVERY

If the Contractor fails to meet delivery requirements, the City may, but is not obligated to, procure the goods from another source and recover any loss occasioned thereby (including, without limitation, any increase in cost and liquidated damages for Contractor's delay up to date of delivery and acceptance by City of goods from another source), from any unpaid balance due the Contractor or through reduction of future invoices. Otherwise, Contractor will reimburse City within 30 days of receipt of invoice from the City. The price paid by the City shall be considered the prevailing market price at the time purchase is made. City will notify Contractor of any decision to procure the goods from another source. Such notification may be by telephone, electronic mail, or facsimile to Contractor or Contractor's authorized representative.

#### LIQUIDATED DAMAGES

Time of delivery is of the essence, and the City and Contractor, by executing the Contract, each agree that actual damages to the City, and actual damages for the inconvenience and loss which will flow to the inhabitants of the City, from any delay in delivery beyond the date or dates provided herein, or portions thereof, are extremely difficult or impossible to determine, and, accordingly, it is agreed that the Contractor shall be liable for and shall pay to the City, as fixed, agreed, and liquidated damages, and not as a penalty the sum of Fifty **(\$50)** per day for each calendar day of delay in delivery of item(s) from the maximum delivery date as specified herein or in any written extension of time granted by the City. Such payment due the City will be deducted by the City from any payments due to the Contractor for item(s) delivered. Otherwise, Contractor will reimburse City within 30 days of receipt of invoice from the City.

#### PAYMENT

The Contractor shall be eligible for progress payments upon delivery and acceptance of any number of items.

The Contractor must invoice the correct department in the City of Fresno, Fleet Management, in order to initiate the payment process. Invoices shall be supplied in duplicate and conspicuously displayed with the City of Fresno Purchase Order Number and shall be sent to:

City of Fresno  
City Clerk's Office  
Attn: Yvonne Spence  
2600 Fresno Street  
Fresno, CA 93721

## CITY OF FRESNO BID SPECIFICATIONS

### SPECIAL CONDITIONS

#### CHANGE ORDERS:

The City of Fresno reserves the right to add, modify or delete items from the Contract or Special Conditions or Technical Specifications. Any changes shall be made only by means of a formal Change Order signed by both the City and the Contractor.

#### PAYMENT

The Vendor shall be eligible for progress payments upon delivery and acceptance of any number of items.

The Vendor must invoice the City of Fresno, City Clerk's Office, 2600 Fresno Street, Fresno CA, 93721 in order to initiate the payment process. Invoices shall conspicuously display the City of Fresno Purchase Order Number and shall be sent to:

City of Fresno  
City Clerk's Office  
Fresno, CA 93721

## **TECHNICAL SPECIFICATIONS**

### **CITY OF FRESNO BID SPECIFICATIONS**

#### **REQUEST FOR PROPOSAL**

##### **GENERAL**

It is the purpose and intent of these Specifications to describe the minimum requirements for Microfilming Services for the City Clerk' Office within the City of Fresno. All items not specifically mentioned which are required to complete the service shall be included in the unit bid price. Services performed, and materials used, shall conform in quality of material and workmanship to current industry standards.

##### **LABOR ONLY REQUIREMENTS CONTRACT**

The intent of this specification is to acquire Microfilming Services. The City has discretion with regard to when and what circumstance this contract will be used for work to be performed.

This contract is not intended to be used for all work that arises within the City for the work specified. This contract is not an exclusive agreement between the vendor and the City.

The City may provide an estimated quantity of Microfilming that may be purchased during a fiscal year. This estimate is not an obligation or a guarantee for service from the Proposer. The City may in lieu of using the Requirements Contract and through the Purchasing Division's purchase order policies contract work of this service to other's. Possibilities are: emergency purchase orders, issuance of purchase order(s) pursuant to department discretion limits, competitive bidding, etc.

The contractor shall furnish Microfilming Services. If the City needs an immediate response and the proposer cannot respond within an acceptable time period, then another vendor may be called to perform the work.

The project completion will be set by mutual agreement. Working hours will typically be from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City recognized holidays.

The awarded proposer will provide a Certificate of Insurance meeting the City's requirements and shall remain valid on file with the City during the term of this agreement.

Whenever possible the proposer shall re-use the same personnel for ongoing projects. This is to avoid continual familiarization of project requirements to new workers thus increasing project efficiency.

TECHNICAL SPECIFICATIONS  
CITY OF FRESNO MICROFILMING PROJECT

SCOPE OF SERVICE

The City of Fresno City Clerk's Office is in need of microfilming services for archival records with the following document types:

- staff reports
- redevelopment agency kits
- campaign statements
- rezoning agreement reports
- assessment districts
- underground utility districts
- annexations
- resolutions of intentions
- vacations
- council meeting minutes
- agendas
- resolutions and
- ordinances

**The Documents:**

- a. Range in date from 1996 through 2014 and are 8 ½ x 11 ½ in size.
- b. Will be document prepped in date or alphabetical order depending on the document type by the contractor.
- c. Will be picked up from City Hall and be returned to City Hall upon completion of the microfilming and quality control by the contractor.
- d. Will be filmed on 16mm microfilm on 100 foot rolls.

There will be one original silver halide roll and one diazo duplicate roll for each roll of film. The rolls of film will need to be numbered as directed by the City Clerk's Office.

The first 114 boxes of records will need to be completed by the end of the fiscal year June 30, 2016 with future batches to be completed within two (2) weeks of pickup of boxes. These boxes will be batched in quantities of approximately 3,000 documents per box.



## **Experience/Qualifications**

- Must have a minimum 5 years' experience
- Must state number of years specifically microfilming for government agencies
- Provide resumes of key personnel, and years with firm
- Provide references of government agencies that you have microfilmed for
- Describe your quality control procedures

## **Work Product Sample**

Any contractor responding to this proposal will be provided a sample set of documents. Each set of documents should be converted to microfilm. The sample set of documents and microfilm must be returned on or before the RFP due date with the Title and bid file number clearly marked on the package. Contact the buyer on this project for the set of documents.

The award of this contract will be based on Section I Microfilm Services only. You do not have to bid both sections to be considered for award but you must bid on Section I.

## **Section II**

### **MICROFILM IMAGES TO SEARCHABLE DIGITAL FORMAT**

This line item will be used for budgetary purposes to determine if this option will be feasible for the next fiscal year.

**Prevailing wages may apply to this project.**



**PURCHASING DIVISION**  
**TELEPHONE # (559)621-1332**  
**FAX # (559)488-1069**

<b>BID QUESTIONS FOR: MICROFILMING SERVICES</b>  RFP NUMBER: 9353  <b>ATTENTION:</b> DIANA REYNOLDS, BUYER II	<b>(FOR CITY OF FRESNO USE ONLY)</b>  QUESTION No: _____ DATE: ____ REVIEWED BY: ____ RESPONSIBLE FOR RESPONSE: <input type="checkbox"/> CITY <input type="checkbox"/> CONSULTANT
FROM: _____ COMPANY: _____ CONTACT PERSON: _____	DATE: _____ PHONE No: _____ FAX No: _____
QUESTION: _____ _____ _____ _____ _____ _____	
ANSWER: _____ _____ _____ _____	
RESPONSE BY: _____	DATE: _____
INCLUDED IN ADDENDUM NO. _____	DATE: _____

Duplicate as Necessary, one sheet per question.