

CITY OF ELK GROVE



Request for Proposals

For

**Water and Ice Machine Services Provider
(FM2602)**

**City Clerk's Office
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758**

Proposals Due by 10:00 a.m. on June 12, 2026

Introduction:

The City of Elk Grove (City) is accepting proposals from qualified Service Providers (Service Provider(s)) for Water and Ice Machine Services in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

The Contract scope, content of proposal and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 10:00a.m. on June 12, 2026.** Proposals are to be sent via email with **“Water and Ice Machine Services Provider (FM2602)”** clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical proposal with a file name saved as, **“Proposal Vendor Name Water and Ice Machine Services Provider (FM2602).”** Corresponding pricing proposal shall be submitted as a separate document with the filename saved as, **“Pricing Vendor Name Water and Ice Machine Services Provider (FM2602)”** in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Electronic Submission:

As an alternative to written proposals, proposals may be submitted electronically in pdf form and emailed to Office of the City Clerk at cityclerk@elkgrove.gov, prior to the deadline stated above. Large files may be sent using a cloud-based system such as Dropbox. Service Provider shall be responsible for ensuring that proposals submitted electronically are received by the City Clerk prior to the deadline. Proposals that are not received prior to the deadline shall not be considered by the City, even if the late submission is due to a technical or other error, including, without limitation, the City's inability to open or access the electronic file. If the proposing Service Provider does not receive confirmation from the City Clerk that the proposal has been received, Service Provider should assume the transmission failed and either resubmit or arrange for another method of delivery. Service Provider are also encouraged to contact the City Clerk to confirm receipt of their proposal prior to the deadline. Proposals shall not be accepted by fax.

Questions:

Questions regarding this RFP are to be directed by e-mail to: Vanessa McGill, Management Analyst, at vmcgill@elkgrove.gov with a copy to Carrie Monti, Administrative Services Supervisor, at cmonti@elkgrove.gov. Such contact shall be for clarification purposes only. The City must receive all questions no later than **5:00 PM on June 1, 2026**. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the City website. Addendums and answers to submitted questions will be available via the City of Elk Grove website under “Notice” for the RFP announcement.

Milestone	Date
RFP Posting Date	May 18, 2026
Last Day to Submit RFP Questions	June 1, 2026-5:00p.m.
Response to Questions Due	June 5, 2026
RFP Closing Date (Last day for submissions)	June 12, 2026- 10:00a.m.

Late Proposals:

Proposals arriving after the specified date and time shall not be considered, nor will late proposals be opened. Each Service Provider assumes responsibility for timely submission of its proposal.

Withdrawal or Modifications of Proposals:

Any proposal may be withdrawn or modified by a written request signed by the Service Provider and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, Service Providers are obligated to fulfill the terms of their proposal.

Proposal Acceptance and Rejection:

The City reserves the right to accept any proposal, reject any and all proposals, and to call for new proposals or dispense with the proposal process in accordance with the Elk Grove Municipal Code.

Proposal Evaluation and Award:

Evaluation shall be made based on the criteria noted in Attachment A: Evaluation and Selection Criteria. A contract may be awarded to the responsible Service Provider who best meets the City's needs by demonstrating the competence, and qualifications necessary for the satisfactory performance of the required services, shall not necessarily be based on the lowest priced proposal, but shall be based on a determination of which services offered serve the best interest of the City, except as otherwise provided by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible Service Provider if the successful Service Provider refuses or fails to execute the contract. All Service Providers that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding Service Provider. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

Register with the California Secretary of State:

Unless Service Provider is a sole proprietorship, Service Provider must be registered and in good standing with the California Secretary of State within 14 days following notification of the City's intent to award a contract to Service Provider and prior to execution of a final contract. Failure to timely register with the Secretary of State may result in the City awarding the contract to another Service Provider. Additional information regarding the registration process may be found on the Secretary of State's website at: <https://bizfileonline.sos.ca.gov/>.

Disclosure of Submitted Materials:

After selection and execution of the contract(s), (or prior thereto if required by law) all information and materials provided in each submittal received is subject to disclosure through a public records request pursuant to the California Public Records Act, or otherwise as may be required by law. The City, in its sole discretion, may release any submitted materials, regardless of whether such materials are marked by respondents as confidential or otherwise as protected.

Waiver of Irregularities:

The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFP, and the City reserves the right to award a contract to a Service Provider submitting any such non-compliant proposal, all in the City's sole discretion.

Local Vendor Preference:

A bid or proposal from a local vendor for commodities, equipment, and general services will be tabulated as if it were five (5%) percent below the figure actually set forth in the bid or proposal, up to a maximum preference of Fifty Thousand and no/100th (\$50,000.00) Dollars per bid or proposal, to account for the financial advantages accruing to the City by the award of a bid to a local vendor. Bids or proposals submitted in response to this RFP will be evaluated on the basis of a local preference of five (5%) percent of the bid or proposal price.

"Local vendor" means a person or legal entity which has a place of business (other than a post office box) within the City and has a valid, current business license issued by the City. To qualify as a local vendor for the purposes of Section 3.42.230 of this Code, the vendor shall submit with its bid or proposal a completed City-provided affidavit that documents the following: 1) the business has a facility with a City of Elk Grove address, 2) the business has, during at least one (1) year immediately preceding the submission of the bid or proposal, attributed sales tax to the City of Elk Grove, and 3) the business has had a City of Elk Grove business license for at least one (1) year prior to the submission of the bid or proposal. The affidavit can be obtained by accessing the Request for Proposal and Bids section of the City website, <https://www.elkgrovecity.org/purchasing/local-vendor-preference>.

Security Access Policy:

The work to be completed under this RFP requires access to City facilities and therefore is subject to the City's Security Access Policy, which is attached to the City's standard contract (see Exhibit E). The prospective Service Provider, including its employees, subcontractors, agents and anyone working on their behalf that will access City facilities, must submit to a background check which shall include Live Scan electronic fingerprinting. This background check must be completed before the Service Provider will receive a Notice to Proceed. The Elk Grove Police Department shall review the background check and may deny access to any individual in its discretion as it deems necessary for the security of City facilities and

personnel. A contract shall not be awarded to any Service Provider that is unable to complete the scope of work as a result of denied access under the City's Security Access Policy.

Validity of Pricing:

Service Providers are required to provide a fee structure including the hourly rate of the principals to be assigned to the matter, and proposed cost (line-item descriptions and pricing), and expense reimbursements levels, and total costs. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

No Guarantee of Usage:

Any quantities listed in this RFP are estimated or projected and are provided for tabulation and information purposes only. No guarantee of quantities is given or implied by the City. Service Provider must furnish the City's needs as they arise.

Demonstrations:

When required, the City may request full demonstrations prior to award. When such demonstrations are requested, the Service Provider shall respond promptly and arrange a demonstration at a convenient location. Failure to give a demonstration as specified by the City may result in rejection of a proposal.

Use of Other Governmental Contracts:

The City reserves the right to reject any part or all of any proposals received and utilize other available governmental contracts.

Qualification/Inspection:

Proposals will only be considered from Service Providers normally engaged in providing the services specified herein. By responding to this RFP, the Service Provider consents to the City's right to inspect the Service Provider's facilities, personnel, and organization at any time, or to take any other action necessary to determine Service Provider's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding Service Providers and/or to award a contract without conducting interviews.

Current Facilities to be Serviced:

Elk Grove Police Department Bldg. 1
City of Elk Grove
8380 Laguna Palms Way
Elk Grove, CA 95758

Elk Grove Police Department Bldg. 2
8400 Laguna Palms Way
Elk Grove, CA 95758

Elk Grove Police Department Bldg. 3
9362 Studio Ct.
Elk Grove, CA 95758

City Hall
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

Community Center – District56
8230 Civic Center Drive
Elk Grove, CA 95757

Public Works Corporation Yard (Corp Yard)
City of Elk Grove

10250 Iron Rock Way
Elk Grove, CA 95624

Special Waste Collection Center
9255 Disposal Lane
Elk Grove, CA 95624

Potential Facilities to be Serviced:

Fleet Facility
10190 Iron Rock Way
Elk Grove, CA 95624

Elk Grove Animal Shelter
9150 Union Park Way
Elk Grove, CA 95624

Acceptance and Conditions

The services rendered in response to the RFP must comply fully with the terms of the RFP. The City will make payment only after the services rendered are reviewed and accepted as complete by the City.

Other Governmental Entities:

If the Service Provider is awarded a contract as a result of this RFP, the Service Provider shall, if the Service Provider has sufficient capacity, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of the RFP.

Federal Requirements:

Should any portion of this procurement require the use of Federal funds, all Federal requirements shall apply, and all Service Providers must consent to each certification and assurance, which will be incorporated into the contract.

Piggybacking:

“Piggybacking” is a form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing and terms of a contract entered into by another entity.

Service Providers are requested to indicate in their Proposal if they will extend the pricing, terms and conditions of an awarded contract, based on this RFP, to other government agencies. If the successful Service Provider agrees to this provision, participating agencies may enter into a contract with the successful service provider for the purchase of the service(s) described herein based on the terms, conditions, prices, and percentages offered by the successful Service Provider to the City. Minor changes in terms and conditions may be negotiated by participating agencies during the term and following the award of the contract. Any such contract shall be entirely independent and separate from the City and City shall have no obligation relating to any third-party contract.

Payment Terms:

Payment shall be made as set forth in the contract attached hereto as Attachment D. In submitting proposals under these specifications, Service Providers should take into account all discounts, both trade and time, allowed in accordance with the payment terms.

Performance:

It is the intention of the City to acquire services as specified herein from a Service Provider that will give prompt and convenient service.

Term of Contract:

The term of the contract will be for a specific period of time, commencing upon execution. The City anticipates the contract to be for an initial term of three (3) years, with two one (1) year extensions at the option of the City. The total term of the Contract will not exceed five (5) years. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

Amendments:

If, in the course of the performance of the contract, Service Provider or the City proposes changes to the services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Service Provider or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, an amendment to the Contract will be approved by all parties for the change to be implemented. An amendment shall not render ineffective or invalidate any unaffected portions of the Contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

Performance Bond:

Service Provider selected for this project may be required to provide a performance bond in the value of 100% the value of the contract. Cost of bond must be line itemed in cost proposal.

Service and support:

All Service Providers shall explain how all on-going service and support shall be handled by the Service Provider and the City of Elk Grove.

Records:

The Service Provider shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by City that relates to the performance of services under the contract. The Service Provider shall maintain adequate records of services provided in sufficient detail to permit an evaluation of the services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The Service Provider shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to the contract. Such records, together with supporting documents, shall be maintained for City's inspection for a period of at least three (3) years after receipt of final payment.

(See next page for Guidelines for Proposal)

Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP and should not contain redundancies and conflicting statements.

Digital submissions shall include bookmarks for each section with an easy-to-read font size and style.

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Sean Gallagher
Deputy Public Works Director
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

The letter shall include the Contractor's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the Contractor's understanding of the Contract based on this RFP and any other information the Contractor has gathered. Include a statement discussing the Contractor's interest and qualifications for this type of Work. A principal of the firm authorized to legally bind the firm shall sign the letter.

2. Table of Contents

The service provider shall insert a comprehensive table of contents denoting sections three through nine of the proposal as indicated below.

3. Qualifications and Experience

Describe the Service Provider's capability for actually undertaking and performing the work, including any professional licenses and certificates held by the Service Provider. List types and locations of similar work performed by the Service Provider in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection Process.

4. Work Plan

The work plan must state the Service Provider's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

5. Conflict of Interest Statement

Any activities or relationships of the Service Provider that might create a conflict of interest for the Service Provider or the City, and, if such activities or relationships exist, a description of the facts, legal

implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

6. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, and any other relevant information in support of the Service Provider’s qualifications.

7. Fees

This section should include the cost for requested services outlined in the Scope of Work and must specifically itemize the fees for the services stated under the Specifications section of the Scope of Work. Service Providers are required to provide line-item descriptions and pricing, applicable sales tax, and a total final price. No cost increases shall be passed onto the City after the proposal has been submitted. Tax is to be listed as a separate line item.

8. Secretary of State

Service Provider shall acknowledge their understanding of needing to be registered with the California Secretary of State as noted in the RFP language above.

9. General Services Contract:

Attached to the RFP (Attachment D) is a copy of the City’s standard General Services Contract (Contract). The City’s standard Contract may be modified, in the City’s sole discretion, to address the specific provisions of this RFP and Service Providers should note that any specifications or other requirements specific to this RFP shall be included in the Contract and Contract’s exhibits following an award of the Contract. Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. Alterations or changes to the Contract that are not in the Service Provider’s response shall not be allowed after the selection of the Service Provider. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis. However, the City reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the City’s standard Contract. For reference, the insurance amounts that appear in the attached Contract are summarized below.

10. Insurance Requirements

11. TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary and Non-Contributory
Automobile Liability	\$1,000,000 Hired, and Non-Owned		Additional Insured
Work Comp Employer’s Liability	Statutory \$1,000,000 each		Waiver of Subrogation

*****Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.**

This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

SCOPE OF WORK

BACKGROUND

The City is currently seeking a vendor for in-line water and ice dispensers at several City facilities. The Contract will encompass the rental equipment delivery and installation, maintenance and servicing of all dispensers. The vendor shall clean and maintain all dispensers based on the reasonable recommendation provided by the vendor.

SCOPE OF SERVICES

The City is seeking a Service Provider to supply and maintain a variety of bucket ice, hot and cold, water and ice, and in-line water dispensing machines to provide water for personnel throughout the City's various facilities.

MACHINES

The successful Service Provider shall deliver and install machines necessary to each location and all related equipment at the locations stated herein. The machines shall be energy star compliant, clean, modern, of the latest mechanical/electronic technology and be in new or near new condition. In no case shall machines older than five (5) years be installed.

All machines shall show the Service Provider's name. In addition, for identification purposes, each machine shall have serial or I.D. numbers that are visible, easily located, and known to the Service Provider.

The machines will be operated by the Service Provider in such a way as to fully comply with all Federal, State and local laws, as well as City policies. Should any Federal, State, or City ordinance, regulation or policy change during the life of the Contract, the Service Provider will be expected to comply with these changes.

LOCATIONS

The City will work with the Service Provider to designate optimum placement and style of machines. The City currently has nineteen (19) machines in seven (7) different City buildings.

The City makes no representation regarding availability of any location or of the number of machines that may be placed at any location, and may occasionally direct that machines be removed from, or added to, selected locations.

The City reserves the right at any time to require the Service Provider to remove, relocate, or place additional machines and related equipment at existing and/or new locations to meet new or unanticipated requirements that might become known during the term of the Contract. Service Provider shall provide the City's Operations Manager with a cost estimate for such requests and a timeline for installation or replacement; to be approved by the City's Operations Manager prior to any installation or replacement. Should the Service Provider wish to relocate, exchange, or remove machines, a request must be submitted in writing to the City's Operations Manager for approval.

UTILITIES

The City shall provide existing electrical outlets and in-line water access in the general vicinity of the machines at no charge to the Service Provider. In addition, the City will pay for electrical and water consumption required to operate machines installed under the Contract.

INSTALLATION/REMOVAL OF EQUIPMENT

Installation, service, and removal of machines and related equipment shall be the sole responsibility of the Service Provider at no additional cost to the City. All equipment must be approved by the City's Facilities Supervisor or designee prior to installation.

Upon installation, the successful Service Provider shall furnish the City's Operations Manager with a list of machines by location. The list shall include each machine's specifications, serial numbers, and date of installation.

Service Provider will install and secure machines in a manner that meets City code and has been approved by the City prior to machine placement.

Placement of additional machines, removal and/or relocation of existing machines must be approved and coordinated by the City's Facilities Supervisor or designee.

EQUIPMENT DAMAGE

Service Provider shall assume all risk and responsibility for any loss, destruction, or damage occurring to the machines or other equipment.

EQUIPMENT SPECIFICATIONS

Machines provided shall be compliant with the Americans with Disability Act and applicable Building Codes, quiet and non-disruptive to the activities occurring in City facilities and shall be aesthetically acceptable to the City.

Service provider shall include a description of machine specifications which shall include filtration information.

To maximize the potential of each location, machines provided must be of adequate size and capacity to maintain full and uninterrupted service at all times. Each machine must be sized accordingly and configured properly to ensure products meet performance, safety, and efficiency standards.

The machines provided shall operate on AC-110 volts with a three-wire, three-prong ground type plug. The machine shall be UL listed, designed, constructed, installed and operated in accordance with City, State and Federal codes and regulations for this type of equipment.

SERVICE OF MACHINES

Service will be maintained by the Service Provider based on the reasonable recommendation of the provider. The City requires service calls to be responded to within one (1) business day after notification of service and must be serviced within the hours of 7:00 am to 5:00 pm Monday through Friday. Service Provider shall provide the City's Facilities Supervisor or designee with a service number that will allow for service outside of the normal servicing times.

Preventative maintenance and repair of machines and related equipment shall be the responsibility of the Service Provider in terms of expense and response time. Service Provider shall keep the machines in a clean and sanitary condition. Service provider shall notify the Facilities Supervisor three (3) business days prior to any scheduled service or repairs.

Trained, qualified personnel, identified by a clearly marked and openly displayed company insignia and/or uniform, will perform all service. In addition, all such persons shall carry company-issued photo identification and shall present such documents to anyone upon request. Service Provider and anyone working on its behalf, shall at all times comply with City's Security Access Policy, a copy of which is attached to Attachment D (Contract).

The Service Provider shall keep in effect all necessary licenses and permits required by law and agrees to post such permits in a prominent place as may be required by law.

CONTRACT MANAGEMENT

The City's Operations Manager or designee will represent the City in the implementation of the Contract that will result from this RFP. The successful Service Provider will work closely with the City's Operations Manager or designee to ensure that all aspects of the Contract are executed with the utmost efficiency and professionalism

EXPERIENCE AND BUSINESS REFERENCES:

Responses to the RFP shall identify and describe key management and staff who will be dedicated to the execution of the proposed contract. In addition, the proposal shall include a key management/support personnel staffing chart that details staff positions, titles, and phone numbers and a brief job profile and description for key personnel listed. Additionally, provide a description of the corporate structure and chain of ownership of the Service Provider's company to the parent corporation and all subsidiaries. Proposals shall include a list of at least three (3) similar public sector clients for which the Service Provider has managed rental and maintenance service contracts for in-line water and ice machines. Include all relevant information including, but not limited to, scope and duration of contract, relationship with client, financial arrangement and any other relevant information. By submission of a proposal, Service Providers agrees that the City may contact references to confirm Service Providers' experience and capability to perform satisfactorily.

(See next page for Attachments)

ATTACHMENTS

Attachment A: Evaluation and Selection Criteria

Evaluation Criteria

The following represent the principle selection criteria, which will be considered during the evaluation process:

Firms Qualifications, Experience, and References: Experience in performing work of a closely similar nature and size; experience working with public agencies; strength, stability, experience, and technical competence; assessment by client references.

Qualifications and Experience of Personnel and Staffing: Qualifications and experience of proposed personnel for requested services.

Work Plan: Depth of Service Provider's understanding of City's requirements; overall quality and logic of work plan.

Quality and Responsiveness of the Proposal: Completeness of response in accordance with the RFP instructions.

Rates and Fees: Reasonableness and competitiveness of the rates, and fees proposed; adequacy of data in support of figures quoted, basis on which rates and fees are quoted. Attachment C: Cost Proposal, shall be a submitted document with the RFP response.

Review and Selection Process

Staff will evaluate the merits of the proposals received in accordance with the evaluation factors stated in this RFP and formulate a recommendation. For each evaluation criteria, proposals will be evaluated on their relative strengths, deficiencies, and weaknesses.

(See Next Page for Attachment B: Water/Ice Dispenser Location Matrix)

Attachment B: Water/Ice Dispenser Location Matrix

All current equipment is listed for reference only. Service provider shall provide new machines for all locations. Current equipment will be removed prior to start of the contract.

8380 Laguna Palms Way -Elk Grove Police Department Bldg. 1

Current Equipment	Drain Access Yes(Y)/No(N)	Current Machine or location Dimensions
Standalone hot/cold water dispenser (Fitness Room)	N	14x41
Water and ice dispenser (break room)	Y	24x73
Countertop hot/cold water dispenser (Hallway wet bar)	N	14x18

8400 Laguna Palms Way -Elk Grove Police Department Bldg. 2

Current Equipment	Drain Access Yes(Y)/No(N)	Current Machine or location Dimensions
Water and ice dispenser (break room)	Y	24x68
Standalone hot/cold water dispenser (Investigations)	N	14x41
Standalone hot/cold water dispenser (RTIC)	N	14x41

9362 Studio Ct. – Elk Grove Police Department Bldg. 3

Current Equipment	Drain Access Yes(Y)/No(N)	Current Machine or location Dimensions
Standalone hot/cold dispenser (Break room)	N	14x41

8401 Laguna Palms Way – City Hall

Current Equipment	Drain Access Yes(Y)/No(N)	Current Machine or location Dimensions
Water and ice dispenser #1 (break room)	Y	27x78
Countertop hot/cold water dispenser #2 (break room)	N	18x14
Countertop hot/cold water dispenser (First floor finance area)	N	18x14
Countertop hot/cold water dispenser (Second floor City Manager’s area)	N	18x14
Countertop hot/cold water dispenser (Second floor City Attorney’s office)	N	18x14

8230 Civic Center Drive – District56

Current Equipment	Drain Access Yes(Y)/No(N)	Current Machine or location Dimensions
Bin Ice Machine (Community Center commercial kitchen)	Y	30x26
Bin Ice Machine (Café Elk Grove back of house)	Y	30x26

10250 Iron Rock Way – Public Works Corp Yard

Current Equipment	Drain Access Yes(Y)/No(N)	Current Machine or location Dimensions
Countertop ice and water dispenser (First floor break room)	Y	24x35
Bin Ice Machine (Warehouse)	Y	36x74
Countertop hot/cold water dispenser (Warehouse-portable)	N	14x19
Countertop hot/cold water dispenser (second floor breakroom)	N	14x19

9255 Disposal Lane – Special Waste Collection Center

Current Equipment	Drain Access Yes(Y)/No(N)	Current Machine or location Dimensions
Standalone hot/cold dispenser (Breakroom)	N	40x13

Additional potential locations

Current Equipment	Drain Access Yes(Y)/No(N)	Current Machine or location Dimensions
Sink Area – would need water line (10190 Iron Rock Way-Fleet Facility)	N	20" clearance from countertop to cabinet
Sink Area- would need water line (9150 Union Park Way- Elk Grove Animal Shelter)	N	20" clearance from countertop to cabinet

Attachment B-1: Location Photos

8380 Laguna Palms Way – Elk Grove Police Department Bldg. 1



Fitness Room
14x41 Standalone hot/cold water dispenser (No drain access)



Break Room
24x73 Water and Ice dispenser with drain access



Hallway Wet Bar
14x18 Countertop hot/cold dispenser (No drain access)

8400 Laguna Palms Way- Elk Grove Police Department Bldg. 2



Break Room
24x68 Water and Ice dispenser with drain access



Investigations
14x41 Standalone hot/cold water dispenser (no drain access)



Real Time Information Center (RTIC) Hallway
14x41 Standalone hot/cold water dispenser (no drain access)

9362 Studio Ct. -Elk Grove Police Department Bldg. 3



Break Room
14x41 Standalone hot/cold water dispenser (no drain access)

8401 Laguna Palms Way – City Hall



Break Room (Dispenser #1)
27x78 Ice and Water dispenser with drain



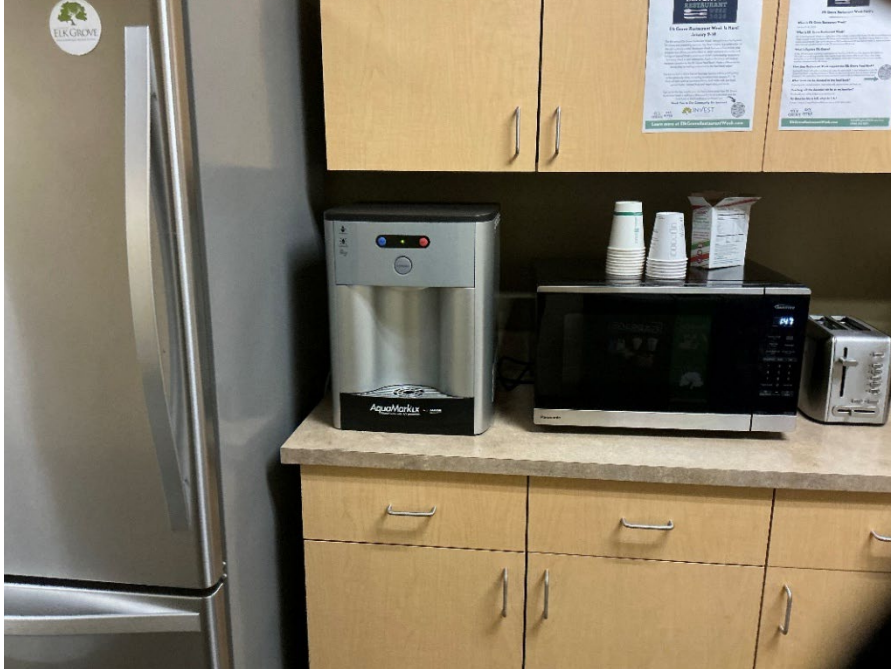
Break Room (Dispenser #2)
18x14 Countertop Hot/Cold water dispenser (no drain access)



First floor Finance Area
18x14 Countertop hot/cold water dispenser (no drain access)



Second Floor City Manager's area
18x14 Countertop hot/cold water dispenser (No drain access)



Second Floor City Attorney's Area
18x14 Countertop hot/cold water dispenser (No drain access)

8230 Civic Center Drive – District56



Community Center Commercial Kitchen
30x26 Bin Ice Machine with drain access



Café Elk Grove Back of House
30x26 Bin Ice Machine with drain access

10250 Iron Rock Way – Public Works Corp Yard



First Floor Breakroom
24x35 Countertop Ice and Water dispenser with drain to sink



First Floor Warehouse
36x74 Bin Ice Machine with waterline off filter with drain



Warehouse – Portable
14x19 Countertop hot/cold water dispenser (no drain access)



Second Floor – Breakroom
14x19 Countertop hot/cold water dispenser (no drain access)

9255 Disposal Lane – Special Waste Collection Center



Breakroom
40x13 Standalone hot/cold water dispenser (no drain access)

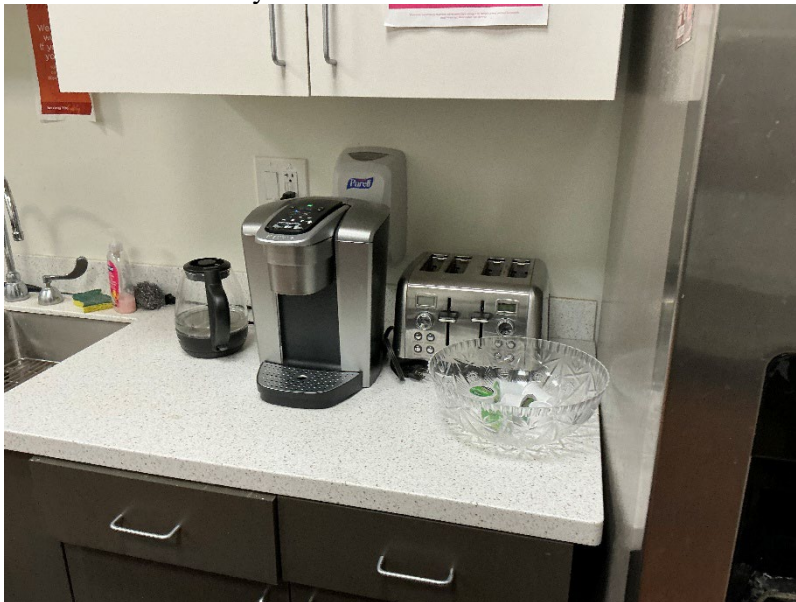
Potential locations: Areas with no water or ice dispenser

10190 Iron Rock Way-Fleet Facility



20" clearance from Countertop to Cabinets

9150 Union Park Way – Elk Grove Animal Shelter



20" clearance from Countertop to Cabinets

Attachment C: Cost Proposal

Items included in base bid:

Description	Monthly Rental Cost	Monthly Service Cost	Frequency of service*
Freestanding Water/Ice Combo (250 lbs/day minimum)	\$ Per Month	\$ Per Month	Every Month(s)
Freestanding Hot/Cold Water Dispenser	\$ Per Month	\$ Per Month	Every Month(s)
Countertop Water/Ice Dispenser (250 lbs/day minimum)	\$ Per Month	\$ Per Month	Every Month(s)
Countertop Hot/Cold Water Dispenser	\$ Per Month	\$ Per Month	Every Month(s)
Commercial Bin Ice (250 lbs/day minimum)	\$ Per Month	\$ Per Month	Every Month(s)
Commercial Bin Ice (500 lbs/day minimum)	\$ Per Month	\$ Per Month	Every Month(s)

Bid Alternate items: Please include pricing for the items below and list any additional recommended equipment

Description	Monthly Rental Cost	Monthly Service Cost	Frequency of service*
Countertop K-Cup Coffee Maker	\$ Per Month	\$ Per Month	Every Month(s)
Countertop Drip Coffee Maker	\$ Per Month	\$ Per Month	Every Month(s)
Countertop hot/cold water and ice dispenser (40 lbs/day minimum)	\$ Per Month	\$ Per Month	Every Month(s)
Freestanding hot/cold water and ice dispenser (40 lbs/day minimum)	\$ Per Month	\$ Per Month	Every Month(s)
	\$ Per Month	\$ Per Month	Every Month(s)
	\$ Per Month	\$ Per Month	Every Month(s)
	\$ Per Month	\$ Per Month	

*Please indicate the interval between service. For example, if preventive maintenance occurs four times a year, please indicate Every 3 Month(s).

All items will be determined based on the recommendation of the Contractor and are subject to City's Operations Manager approval

Attachment D: Sample General Services Contract

**CITY OF ELK GROVE
AND

FOR THE LEASE OF GOODS AND SERVICES**

This Contract for the Lease of Goods and Services (“Contract”) is made and entered into this ____ day of _____ 20__ (“Effective Date”) by and between City of Elk Grove, a municipal corporation (“City” or “Lessee”), and _____, a _____ (“Lessor” or “Service Provider”).

RECITALS

A. City has determined that Lessor is capable of providing the required water and ice vending machine servicing and maintenance at a reasonable price and in a timely manner; and

B. Lessor proposes to provide to City water and ice vending machines (“Goods”) and related services (“Services”), a more detailed description of the Services and Goods is described on Exhibit A, which is attached hereto and incorporated herein by reference; and,

C. City agrees to accept the Goods and Services from Lessor, subject to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and promises of City and Lessor contained herein and the receipt of good and valuable consideration, the receipt of which is hereby acknowledged, City and Lessor hereby agree as follows:

AGREEMENT

1. Recitals and Exhibits. The above Recitals and Exhibits identified herein, are true and correct and incorporated into this Contract by reference.

2. Lease of Goods and Services. Lessor agrees to provide and Lessee agrees to accept the Goods and Services pursuant to the terms and conditions set forth in this Contract.

3. Price. Lessor shall be paid monthly for the actual fees, costs and expenses for the time and materials required and expended, and approved by City at the rates set forth on Exhibit B, but in no event shall total compensation exceed _____, including all applicable sales tax which shall be itemized on the invoice sent to City, without City’s prior written

approval. Said amount shall be paid upon submittal of a monthly invoice showing completion of the tasks that month, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate. If Lessor's performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

4. Term. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate on _____, with the option, in the City's sole discretion, to extend the Contract for additional two one-year extensions, unless earlier terminated pursuant to Section 5 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Service Provider prior to the initial termination or any extended termination date.

5. Termination. This Contract may be terminated by City with or without cause, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

City may temporarily suspend this Contract, at no additional cost to City, provided that Lessor is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Lessor shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for herein.

Notwithstanding any provisions of this Contract, Lessor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Lessor, and City may withhold any payments due to Lessor until such time as the exact amount of damages, if any, due City from Lessor is determined.

In the event of termination, Lessor shall be compensated as provided for in this Contract.

6. Delivery of Goods. Lessor shall deliver the Goods F.O.B. to the Lessee's offices identified by Lessee, with shipping charges included in the price, within _____ days of the full execution of this Contract by all parties, and Lessor shall completely install the Goods at Lessee's offices, in a fully functioning manner consistent with the manufacturer specifications all to the complete satisfaction of Lessee. City shall coordinate with Lessor to identify the exact date the Goods will be delivered and installed. The Goods shall be delivered by Lessor to Lessee free of any liens or encumbrances that interfere with the lease rights.

7. Inspection and Acceptance. The Goods and Services shall be received by Lessee subject to Lessee's reasonable inspection, testing, approval, and acceptance of the Goods and

Services. If the Goods are rejected by the Lessee as nonconforming, Lessee may return the Goods to Lessor at Lessor's risk and expense, and the Goods shall not be replaced or repaired by Lessor without written authorization from Lessee. If the Services are rejected by the Lessee as nonconforming, Lessor may cure the nonconformance at Lessor's risk and expense within 15 calendar days' notice by City of the nonconformance. Upon written notice to Lessee that the Goods have been installed or Services completed, Lessee shall have sixty (60) calendar days to inspect and accept the Goods and Services. If Lessee does not provide written acceptance or a list of deficiencies within the sixty (60) calendar days, the Goods and Services shall be deemed accepted.

8. Title/Risk of Loss. Title, ownership, and risk of loss or damage of the Goods shall remain with Lessor.

9. Workers' Compensation. For all installation, maintenance or other work related to the Services performed by Lessor in conjunction with this Contract, Lessor shall maintain Workers' Compensation insurance as required by California law.

10. Indemnification. To the fullest extent permitted by law, Lessor shall defend, indemnify, protect, and hold harmless the Lessee and its employees, officers, and agents from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature ("Claims"), including reasonable attorneys' fees, costs, and disbursement arising out of or related to this Contract and/or Lessor's installation and/or maintenance of the Goods or Services, except as to those Claims arising out of the sole negligence or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Agreement. Lessor shall defend, indemnify and hold harmless Lessee, and its officers, employees, and agents from all Claims arising out of or related to any infringement of any patent right, copyright or trademark of any person as a consequence of the use by Lessee or any of its officers, employees or agents, of the Goods or any component parts.

Lessee shall promptly notify Lessor of the Claim and reasonably cooperate, assist and provide appropriate information (at Lessor's expense) for the defense of the action. Lessor shall pay all damages and costs awarded therein against Lessee but shall not be responsible for any compromise made without Lessor's consent, which consent will not be unreasonably withheld. Lessor may, at any time it is reasonably concerned over the possibility of patent, copyright, trademark, or other intellectual property infringement, at its option and expense, replace or modify the aforementioned products so that infringement will not exist, or remove the products involved and refund to Lessee the price thereof as depreciated or amortized by an equal annual amount over the lifetime of the products as established by Lessor.

11. Security Access Policy. Service Provider, its employers, agents, and anyone working on their behalf, shall at all times strictly comply with Buyer's Security Access Policy, a

copy of which is attached hereto and incorporated herein by reference as Exhibit E. Service Provider's failure to comply with this Security Access Policy shall constitute a material breach of this Contract.

12. Warranties. Except as limited herein, Lessor warrants that the Goods, including any component or replacement parts, furnished, manufactured or provided by Lessor shall be free from defects in material and workmanship for life. All Goods with such defects shall be replaced by Lessor at no charge to City, and all associated labor and installation expenses for defective Goods will be provided to City for the duration of this Contract and any extensions of this Contract. Any additional warranties provided by law, including, but not limited to, the warranty of merchantability and warranty of fitness for a particular purpose shall remain in full force and effect and inure to the benefit of Lessee. Lessee reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods.

13. Insurance. Prior to commencement of any work under this Contract, Lessor shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in Exhibit C. Attached hereto and incorporated herein by reference. Furthermore, Lessor shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as Exhibit D.

14. Evidence of Insurance Coverage. Service Provider or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("Processor") to accept and process Service Provider's proof of insurance. Service Provider shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

15. Remedies. In the event of a material breach of this Contract by Lessor, Lessee may avail itself of any other right and remedies available at law or in equity. Nothing herein shall limit Lessee's rights to seek any available remedy including, but not limited to, damages and/or equitable relief, in a court of competent jurisdiction.

16. Compliance with Laws. Lessor shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans, and orders in the performance of this Contract.

17. Notice of Material Change in Business. In the event of a material change in Service Provider's business, written notice shall be given to Buyer of the proposed change. Buyer may, in its sole discretion, may reject the proposed change. Any amendments to the Contract shall be made in compliance with section 21 of this Contract. A material change in business must comply with all applicable laws, ordinances, codes, rules, regulations, programs, plans, and orders in the performance of this Contract.

18. Attorneys' Fees. If any party to this Contract shall take any action to enforce this Contract or for any relief against any other party, declaratory or otherwise, arising out of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in such action, suit and/or enforcement of any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid by the losing party whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. For purposes of this section, attorneys' fees shall also include, but not be limited to, fees incurred in the following: (a) appeals or post-judgment motions and collection actions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation. The provisions of this section shall survive any termination of the Contract as provided for herein.

19. Notices. All notices, requests, demands, and other communications required to or permitted to be given under this Contract shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party; (b) when received if sent by telex or facsimile at the address and number set forth below; (c) three (3) business days after the same have been deposited in a United States Post Office with certified mail, return receipt requested, postage prepaid and addressed to the parties as set forth below; or (d) the next business day after same have been deposited with a national overnight delivery service reasonably approved by the parties (Federal Express, Golden State Couriers, and DHL WorldWide Express being deemed approved by the parties), postage prepaid, addressed to the parties as set forth below with next-business-day delivery guaranteed:

TO LESSOR: _____

TO LESSEE: CITY OF ELK GROVE
Attn: Public Works Director
8401 Laguna Palms Way
Elk Grove, CA 95678
Telephone: (916) 478-2256

A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this section by giving the other parties written notice of the new address in the manner set forth above.

20. Entire Agreement. This Contract contains the entire agreement between Lessee and Lessor in connection with the transaction contemplated hereby and the subject matter hereof and this Contract supersedes and replaces any and all prior and contemporaneous agreements, understandings, and communications between the parties, whether oral or written, with regard to

the subject matter hereof or any course of dealing, course of performance, or usage of the trade. Parol evidence shall be inadmissible to show agreement by and between Lessee or Lessor to any term or condition contrary to or in addition to the terms and conditions contained in this Contract. Both parties acknowledge that each has not relied on any promise, representation or warranty, express or implied, not contained in this Contract.

21. Modifications. This Contract shall not be modified in any manner except by a writing signed by both Lessee and Lessor.

22. Assignment. Lessor shall not delegate or subcontract any duties or assign any rights or claims under this Contract without Lessee's prior written consent.

23. Severability. If any term or provision of this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract shall not be affected.

24. Waivers. A waiver or breach of a covenant or provision in this Contract shall not be deemed a waiver of any other covenant or provision in this Contract and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

25. Construction. The section headings and captions of this Contract are, and the arrangement of this instrument is, for the sole convenience of the parties to this Contract. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Contract. The singular form shall include plural, and vice versa. Unless otherwise indicated, all references to sections are to this Contract. All exhibits referred to in this Contract are attached hereto and incorporated herein by this reference.

26. Drafting. Lessee and Lessor acknowledge and agree that this Contract has been negotiated at arms length, that each party has been represented by independent counsel and/or has had an opportunity to consult with and be represented by independent counsel, that this Contract is deemed to be drafted by both parties, that no one party shall be construed as the drafter of this Contract, and that any rule of construction that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Contract.

27. Counterparts. This Contract may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

28. Time of the Essence. Lessor and Lessee hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof, particularly, and without limitation of factors contributing to the need for timely compliance of this Contract.

29. Successors. This Contract shall inure to the benefit of and shall be binding upon the parties to this Contract and their respective heirs, successors in interest, and assigns. This Contract may only be assigned upon written approval and agreement of the parties, which approval will not be unreasonably withheld. Any purported assignment of this Contract without the prior written approval of all parties shall be null and void.

30. Governing Law. The parties acknowledge that this Contract has been negotiated and entered into in the State of California, County of Sacramento. The parties agree that this Contract shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any action or proceeding relating to or arising out of this Contract shall be in the County of Sacramento.

31. No Third Party Beneficiary Rights. This Contract is entered into for the sole benefit of Lessee and Lessor. No other parties are intended to be direct or incidental beneficiaries of this Contract and no third party shall have any right in, under or to this Contract.

32. No Joint Venture, Partnership or Other Relationship Created. The relationship between Lessee and Lessor is that solely of a Lessor and a Lessee and no joint venture, partnership or other relationship is created or implied by this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in Elk Grove, California, by affixing their signatures below, and this Contract shall be deemed effective as of the date on which each of the parties execute this Contract as indicated by the dates below. In the event that the parties do not execute this Contract on the same date, the effective date of this Contract shall be the latest date on which one of the parties executes this Contract.

LESSOR

Dated: _____, 20__

By: _____
Lessor's Name, Title

LESSEE
CITY OF ELK GROVE

Dated: _____, 20__

By: _____
Jason Behrmann, City Manager

APPROVED AS TO FORM:

Jonathan P. Hobbs, City Attorney Date

ATTEST:

Jason Lindgren, City Clerk Date

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

TO BE COMPLETED

[The City reserves the right at any time to require the Service Provider to remove, relocate, or place additional machines and related equipment at existing and/or new locations to meet needs that might become known during the term of the Contract. Service Provider shall provide the City's Operations Manager with a cost estimate for such requests and a timeline for installation or replacement; to be approved by the City's Operations Manager prior to any installation or replacement. Should the Service Provider wish to relocate, exchange, or remove machines, a request must be submitted in writing to the City's Operations Manager for approval.]

EXHIBIT B

PRICE

TO BE COMPLETED

EXHIBIT C
Insurance Requirements

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Consultant shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits. Further, should Consultant maintain any programs of self-insurance, Consultant shall comply with the applicable fulfillment of any self-insured retentions.

1. General Liability:
 - a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability.
 - b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
 - c. Claims-made coverage is not acceptable.
 - d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)
 - e. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant, and premises owned, occupied, or used by Consultant on a separate endorsement acceptable to the City.
 - f. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.
 - g. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
 - h. Provision or endorsement stating that for any claims related to this contract, Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.

2. Automobile Liability:
 - a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of operation, maintenance, or use of hired, and non-owned automobiles.

- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 8 and 9 (hired and non-owned).
 - c. The limits of liability per accident shall not be less than:

Combined Single Limit	One Million Dollars (\$1,000,000)
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 - d. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured.
3. Workers' Compensation:
- a. Workers' Compensation Insurance, with coverage as required by the State of California (unless Consultant is a qualified self-insurer with the State of California or is not required by California law to carry workers' compensation coverage), and Employers Liability coverage. Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
 - b. Employer's Liability Coverage shall not be less than:

Each Accident and Disease:	One Million Dollars
(\$1,000,000)	
 - c. If an injury occurs to any employee of Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Consultant.
 - d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.
4. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
5. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
6. Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.

7. The City, due to unforeseen risk or exhaustion, failure, or dilution of Consultant's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
8. Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
9. If Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Consultant under the contract.
10. Failure of the City to obtain such insurance shall in no way relieve Consultant from any of its responsibilities under the contract.
11. The making of progress payments to Consultant shall not be construed as relieving Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
12. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
13. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

EXHIBIT D

Certificate of Compliance With Labor Code § 3700, Release and Indemnification

The undersigned, on behalf of and as the duly certified representative of Service Provider, certifies as follows:

1. Service Provider is aware of the provisions of Section 3700 of the 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 Service Provider has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Service Provider fail to secure Workers' Compensation coverage as required by the State of California, Service Provider shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Service Provider's successors, heirs and assigns.

SERVICE PROVIDER

By: _____

Date: _____

Name: _____

Title: _____

EXHIBIT E

SECURITY ACCESS POLICY

Lessor and its employees requiring access to any City of Elk Grove buildings or facilities (“City Property”) shall complete a security and criminal history check.

The Elk Grove Police Department (“EGPD”) will conduct two “Live Scan” fingerprint checks, free of charge, for the Lessor and/or its employees. “Live Scan” is a system that completes a criminal history inquiry by checking local, state and national databases. The EGPD will be provided with a list of any arrests and convictions that have been made. From that date forward the EGPD will be notified of any subsequent arrests. Any individual with a felony arrest cannot be granted unescorted access to City Property; other arrest history shall be evaluated.

Security privileges associated with the access to City Property is dependent upon which area(s) of the building Lessor/ Lessor’s employees require access to relative to the type of work or service being completed. An access card will be issued and this card will allow unescorted access and will not require Lessor/ Lessor’s employees to first check in with the Police Service Center front counter staff. In addition to the completing the Live Scan criminal history check, Lessor/ Lessor’s employees shall be required to agree to the following:

- a) Lessor agrees to assign a primary employee to complete job tasks at City Property whenever possible.
- b) Lessor and its employees must wear the assigned visitor lanyard attached to access card whenever on the premises.
- c) Lessor agrees that access cards shall not be used as a form of identification or for any purpose other than access into City Property.
- d) Two Live Scan checks will be completed by EGPD free of charge. Subsequent employees may be Live Scanned at the expense of Lessor at the rate charged to the EGPD. The current rate is \$54.00 but is subject to change.
- e) Lessor agrees to monitor Access Key Card(s) issued to it and only allow those employees that have been Live Scanned to have access to the card.
- f) Lessor agrees to notify the EGPD within 24 hours of when an employee has severed employment. Lessor shall retrieve the key card from that employee’s possession and return it to the EGPD within 48 hours.
- g) Lessor agrees that employees will be instructed to access only the areas necessary for the service provided, and to leave City Property immediately upon completion of duties.
- h) Lessor agrees access cards are the property of City of Elk Grove and must be immediately surrendered upon request by a City.
- i) Lessor agrees to reassign any employee that becomes involved in any criminal activity and retrieve the access card should the EGPD be notified of criminal activity.
- j) Access to City Property will occur Monday through Friday, 8am-5pm, unless the Contract provides otherwise.

Lessor shall contact the EGPD to set an appointment for Live Scan testing. Test results are typically returned in 3-5 business days. Lessor and its employees shall be required to bring photo identification. A photograph for the access card will be taken. Lessor will be contacted when the

access cards are available.

Until the security process has been completed, Lessor and its employees shall be required to go to the Police Service Center front counter to request access to City Property.