

CITY OF ELK GROVE



Request for Proposals

For

**City of Elk Grove Sign Fabrication Program/
Goods and Services**

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

Proposals Due by Tuesday, February 17, 2026 at 4:00 PM

Introduction:

The City of Elk Grove (City) is accepting proposals from qualified Service Providers (Service Provider(s)) for City of Elk Grove Sign Fabrication Program/Goods and 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.

One signed original, (4) copies, and one USB Flash Drive copy of the proposals must be submitted to the Office of the City Clerk by Tuesday, February 17, 2026 at 4:00 PM. Proposal shall be submitted in a sealed envelope clearly marked City of Elk Grove Sign Fabrication Program RFP/Goods and Services and addressed to:

**OFFICE OF THE CITY CLERK
CITY OF ELK GROVE
8401 Laguna Palms Way
Elk Grove, CA 95758**

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 a 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 regarding this RFP are to be directed by e-mail to: Antonio Ablog, Planning Manager, aablog@elkgrove.gov. Such contact shall be for clarification purposes only. The City must receive all questions no later than Wednesday, February 11, 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.

Proposals shall not be accepted by fax or electronically.

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 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>.

Validity of Pricing:

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. All prices quoted shall be C.I.F. (Cost, Insurance, Freight) to the destination designated by the City, freight prepaid (Service Provider pays and bears freight, insurance, and unloading charges, Service Provider owns goods in transit and must file any third-party claims for losses incurred during shipment). Each item must

be listed separately. 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.

Samples and 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 provide samples or demonstrations 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 types of products and services specified herein. By responding to this RFP, the Service Provider consents to the City's right to inspect the Service Provider's facilities, products, 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.

Delivery:

The successful Service Provider will supply products and services in compliance with the provisions of the contract and provisions of this RFP at the address listed below.

Delivery Address:

City of Elk Grove
Antonio Ablog / Community Development Department
8401 Laguna Palms Way
Elk Grove, CA. 95758

Acceptance and Conditions

The products and services supplied in response to the RFP shall remain the property of the Service Provider until a physical inspection is made and the products and services are accepted to the satisfaction of the City. The products and services must comply fully with the terms of the RFP, be of the required quality and new unless specified by the City. Any substitutes of products or services not meeting specifications will be rejected, and returned if applicable, at the Service Provider's expense. The City will make payment only after receipt and acceptance of products and services.

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 or quantities available, provide to other governmental agencies, so requesting, the products and services awarded in accordance with the terms and conditions of the RFP.

Payment Terms:

Payment shall be made as set forth in the contract attached hereto as Attachment B. 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 products and 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 a term five (5) years with two (2) one-year extensions, at the option of the City. 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 goods and 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.

New Merchandise:

Unless otherwise required by the specifications of this RFP all products furnished must be new and unused.

Warranties:

The Service Provider shall warrant all material, products and labor provided under the contract, in addition to any manufacturers' warranties that may also apply. **Warranty periods and terms must be included in responses to proposal.**

The awarded Service Provider, as the contracting party, shall be considered primarily responsible to the City for all warranty service, parts, and labor applicable to the material and products provided by Service Provider irrespective of whether Service Provider is an agent, broker, fabricator, or manufacturer's dealer. Service Provider shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to the City, to the extent a local agency or facility is available, and that services, parts, and labor are available and provided to meet the City's schedules and deadlines. Service Provider may establish a service contract with a local agency satisfactory to the City, to meet this obligation if Service Provider does not ordinarily provide warranty service. All such non-contractor warranty service, parts, and labor must be clearly identified in the proposal.

Performance Bond:

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

Substitution:

If Service Provider elects to propose an alternate manufacturer's item that is of the same or better quality, samples of the items to be substituted are to be submitted with the proposal. The sample must be readily identified with the manufacturer's name and model number or order number, along with the suppliers name and phone number. All substitutions must be proposed as options and clearly identified as a substitution.

Guarantee of Continuity and Availability Products:

Unless the manufacturer discontinues the products, all products specified by the Service Provider in their proposal shall be available to the City during the life of the contract and extensions. All material, color, labor, and construction shall equal or exceed the standards set forth in these specifications as accepted by the City.

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 and delivery of goods under the contract. The Service Provider shall maintain adequate records of services provided and goods delivered in sufficient detail to permit an evaluation of services and goods. 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.

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.

Proposals shall be printed double sided, submitted on 8-1/2” x 11” recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and bound (spiral / comb / three ring binder). Tabbed dividers should separate and identify the response items described below.

One signed original, (4) copies, and one USB Flash Drive copy of the proposals must be submitted to the Office of the City Clerk by Tuesday, February 17, 2026 at 4:00 PM. Proposal shall be submitted in a sealed envelope clearly marked City of Elk Grove Sign Fabrication Program/Goods and Services and addressed to:

**OFFICE OF THE CITY CLERK
CITY OF ELK GROVE
8401 Laguna Palms Way
Elk Grove, CA 95758**

Proposals shall contain the following information in the order listed:

- 1. Introductory letter

The introductory letter should be addressed to:

Antonio Ablog
Planning Manager
City of Elk Grove

8401 Laguna Palms Way
Elk Grove, CA 95758

The letter shall include the Service Provider's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the Service Provider's understanding of the project based on this RFP and any other information the Service Provider has gathered. Include a statement discussing the Service Provider'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. **The work plan must include a description of the offered warranty periods, terms, and limitations if any.**

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. Pricing

This section should include the cost for requested products and 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. Delivery

Indicate the approximate date of delivery to the City, at the specified address as listed in the RFP.

9. 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.

10. Sale of Goods and Services Contract:

Attached to the RFP (Attachment B) is a copy of the City's standard Goods and 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.

(See next page for Scope of Work)

SCOPE OF WORK

Pursuant to Elk Grove Municipal Code (EGMC) Chapter 23.14.040, on-site noticing is required for development application submittals including, but not limited to, General Plan Amendments, Rezones, Major Design Review, Tentative Subdivision Maps, and Conditional Use Permits. Sign fabrication and installation services will be required on an ongoing, on-call basis to fulfill these noticing requirements. Service Provider shall provide sign fabrication, posting, installation, maintenance and removal services as requested by City for new development projects. The signs shall include general information related to the development application and contact information for Community Development Department staff.

1. SIGN DESIGN AND FABRICATION

Following receipt of a task order from the City's Community Development Department, Service Provider shall design and fabricate signs that meet the specifications requested by City including size, color and written content requested. Service Provider shall furnish all labor, tools, equipment and materials necessary to design and fabricate such signs. Service Provider shall design each requested sign and prepare a layout and specifications for the fabrication and installation of such sign. The layout referenced above shall include, at a minimum, a plot map noting suggested sign placement. Service Provider shall forward the proposed design, layout, fabrication and installation information to City for review and approval no more than three (3) days after Service Provider's receipt of the applicable order from City. Service Provider shall obtain written approval from the City prior to commencing sign fabrication.

Sign fabrication shall be completed no later than two (2) days after Service Provider's receipt of written approval from the City authorizing such sign fabrication. All signs fabricated hereunder shall meet the following requirements, unless otherwise approved in writing by City:

- A. Signs shall measure a minimum of 36 inches tall by 48 inches wide;
- B. Signs shall be mounted on poles or posts to a maximum height of 10 feet;
- C. Signs shall feature color text and/or graphics as approved by the City; and
- D. Whenever possible, existing fabricated signs shall be reused.

2. SIGN POSTING/INSTALLATION

Service Provider shall furnish all labor, tools, equipment and materials necessary to install each sign in a timely manner. Each sign shall be placed in the designated location within five (5) days after Service Provider's receipt of written approval from the City authorizing sign fabrication. Each sign shall be located in such a place on the site that it is viewable from multiple directions of traffic. In accordance with City standards, it must be located a minimum of 10 feet from the back of curb or sidewalk and a minimum of 10 feet from any driveway (i.e. outside of the "clear vision triangle"). The location of the sign shall not prohibit or impede the ongoing operation, maintenance, or usability of the site (e.g. view of existing monument or building attached signs, vehicle movement, safety and visibility onto the site, etc.). In accordance with City standards, these signs qualify as both temporary signs and as "Public Notice" signs and as such do not require the issuance of any sign permit or building permit from the City.

3. SIGN MAINTENANCE

Maintenance of each sign shall be the sole responsibility of Service Provider. Each sign shall be maintained in proper working order at all times. Signs shall be cleaned, repainted, and/or repaired as necessary to maintain an attractive appearance and to ensure safe operation of the sign. Service Provider shall respond within 24 hours of any notification from the City to repair or replace a vandalized or damaged sign.

4. REMOVAL

At the direction of the City, Service Provider shall remove each sign from the applicable property within five business days of the request. Service Provider shall furnish all labor, tools, equipment and materials necessary to facilitate the removal of signs in a timely manner.

SCHEDULE OF PERFORMANCE

Service Provider shall provide the labor, equipment, and materials necessary to perform the work described in the Scope of Work above, including the fabrication, installation, maintenance, and removal of signs, in a reasonably timely manner and to the satisfaction of City.

Following receipt of a task order from the City's Community Development Department, Service Provider shall design and fabricate signs that meet the specifications requested by City including size, color and written content requested. Service Provider shall forward the proposed design, layout, fabrication and installation information to City for review and approval no more than three (3) days after Service Provider's receipt of the applicable order from City.

Installation shall occur within five (5) days of notification of sign approval to Service Provider by City staff.

Maintenance of each sign shall be the sole responsibility of Service Provider. Each sign shall be maintained in proper working order at all times. Service Provider shall respond within 24 hours of any notification from the City to repair or replace a vandalized or damaged sign. At the direction of the City, the sign shall be removed from the property within five (5) business days of the request.

(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 Providers 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.

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.

Attachment B: Sample Sale of Goods and Services Contract

**CONTRACT BETWEEN
THE CITY OF ELK GROVE
AND**

FOR GOODS AND SERVICES

This Contract for Goods and Services (“Contract”) is made and entered into this ____ day of _____ 20__ (“Effective Date”) by and between City of Elk Grove, a California municipal corporation (“City” or “Buyer”), and _____, a _____ (“Seller”).

RECITALS

A. Seller proposes to provide to City _____ (“Goods”) and _____ (“Services”), a more detailed description of the Services and Goods is described on Exhibit A (Scope of Work), which is attached hereto and incorporated herein by reference; and,

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

NOW, THEREFORE, in consideration of the mutual covenants and promises of City and Seller contained herein and the receipt of good and valuable consideration, the receipt of which is hereby acknowledged, City and Seller 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. Purchase and Sale. Seller agrees to provide and Buyer agrees to accept the Goods and Services pursuant to the terms and conditions set forth in this Contract.

3. Price. The Seller 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 _____ Dollars (\$ _____), including all applicable sales tax which shall be itemized on the invoice sent to City. Said amount shall be paid upon submittal of a monthly invoice showing, as applicable, completion of the tasks that month, including the services rendered, Goods provided, 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 Seller’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, at 11:59 p.m. on _____, unless earlier terminated pursuant to Section ___ 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 Seller prior to the initial termination or any extended termination date.

5. Schedule of Performance. Seller shall perform all work to be completed under the Scope of Work in accordance with the Schedule of Performance, as attached hereto and incorporated herein by reference as Exhibit C.

6. Termination. This Contract may be terminated by City, at no additional cost to 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 Seller is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Seller 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, Seller shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Seller, and City may withhold any payments due to Seller until such time as the exact amount of damages, if any, due City from Seller is determined.

In the event of termination, Seller shall be compensated as provided for in this Contract for the actual Goods and Services received and accepted by City.

7. Delivery of Goods. Seller shall deliver and install the Goods at the Buyer's offices at _____, Elk Grove, CA [95758/95624], with shipping charges included in the price, within the schedule set forth on Exhibit C, Schedule of Performance, and in a fully functioning manner consistent with the manufacturer specifications, all to the complete satisfaction of Buyer. The Goods shall be delivered by Seller to Buyer free of any liens or encumbrances.

8. Inspection and Acceptance. The Goods and Services shall be received by Buyer subject to Buyer's reasonable inspection, testing, approval, and acceptance of the Goods and Services. If the Goods are rejected by the Buyer as nonconforming, Buyer may return the Goods to Seller at Seller's risk and expense, and the Goods shall not be replaced or repaired by Seller without written authorization from Buyer. If the Services are rejected by the Buyer as nonconforming, Seller may cure the nonconformance at Seller's risk and expense within 15 calendar days' notice by City of the nonconformance. Upon written notice to Buyer that the Goods have been installed or Services completed, Buyer shall have thirty (30) calendar days to inspect

and accept the Goods and Services. If Buyer does not provide written acceptance or a list of deficiencies within the thirty (30) calendar days, the Goods and Services shall be deemed accepted (“Date of Acceptance”).

9. Title/Risk of Loss. Title, ownership, and risk of loss or damage the Goods shall remain with Seller until the Goods are delivered to, installed, inspected, and accepted by Buyer, except when such loss or damage is due to the fault or negligence of Buyer. Once accepted by Buyer, title, ownership, and risk of loss shall transfer to Buyer.

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

11. Indemnification. To the fullest extent permitted by law, Seller shall defend, indemnify, protect, and hold harmless the Buyer 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 Seller’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. Seller shall defend, indemnify and hold harmless Buyer, 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 Buyer or any of its officers, employees or agents, of the Goods or any component parts.

Buyer shall promptly notify Seller of the Claim and reasonably cooperate, assist and provide appropriate information (at Seller’s expense) for the defense of the action. Seller shall pay all damages and costs awarded therein against Buyer but shall not be responsible for any compromise made without Seller’s consent, which consent will not be unreasonably withheld. Seller 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 Buyer the price thereof as depreciated or amortized by an equal annual amount over the lifetime of the products as established by Seller.

12. Warranties. In addition to any other warranties set forth herein, Seller warrants that the Goods and Services, including any component or replacement parts, furnished, manufactured or provided by Seller shall be free from defects in material and workmanship for life, provided that City owns the Goods. All Goods and Services with such defects shall be replaced by Seller at no charge to City, and all associated labor and installation expenses for defective Goods will be provided to City for three years from the effective date 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 Buyer. Buyer 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, Seller shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in Exhibit D, which is attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

Furthermore, Seller shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as Exhibit E.

14. Evidence of Insurance Coverage. Seller 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 Seller’s proof of insurance. Seller 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 Seller, Buyer may avail itself of any other right and remedies available at law or in equity. Nothing herein shall limit Buyer’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. Seller 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 Seller’s business, written notice shall be given to Buyer of the proposed change. Buyer, in its sole discretion, may reject the proposed change. Any amendments to the Contract shall be made in compliance with Section 22 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 expiration, suspension, and 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) 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 (c) the next business day after same have been deposited with a national overnight delivery (Federal Express, UPS, 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 SELLER: _____

TO BUYER: CITY OF ELK GROVE
Attn:
8401 Laguna Palms Way
Elk Grove, CA 95678
Telephone:

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. Notice to Proceed. Prior to commencing work under this Contract, Seller shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary insurance has been received. City shall not be obligated to pay Seller for any goods or services provided prior to issuance of the Notice to Proceed.

21. Entire Agreement. This Contract contains the entire agreement between Buyer and Seller 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 Buyer or Seller 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.

22. Modifications. This Contract shall not be modified in any manner except by a writing signed by both Buyer and Seller.

23. Assignment. Seller shall not delegate or subcontract any duties or assign any rights or claims under this Contract without Buyer's prior written consent.

24. 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.

25. 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.

26. 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.

27. Drafting. Buyer and Seller acknowledge and agree that this Contract has been negotiated at arm's 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.

28. 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.

29. Time of the Essence. Seller and Buyer 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.

30. 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.

31. 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 with a court of competent jurisdiction in the County of Sacramento.

32. No Third Party Beneficiary Rights. This Contract is entered into for the sole benefit of Buyer and Seller. 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.

33. No Joint Venture, Partnership or Other Relationship Created. The relationship between Buyer and Seller is that solely of a Seller and a Buyer 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.

SELLER

Dated: _____, 20__

By: _____
Seller's Name, Title

CITY
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
SCOPE OF WORK

EXHIBIT B
PRICE

EXHIBIT C
SCHEDULE OF PERFORMANCE

EXHIBIT D

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, property damage, and products and completed operations 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)
Products & Completed Operations:	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 the statutory requirements.
 - 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.

Insurance Requirements Summary:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
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General Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary Non Contrib
Auto 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.**

EXHIBIT E

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

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

1. Consultant 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 Consultant 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 Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant 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 Consultant's successors, heirs and assigns.

CONSULTANT

By: _____

Date: _____

Name: _____

Title: _____