

CITY OF ELK GROVE



Request for Proposal

For

**Inspection, Maintenance, Repair and
Parts for Heavy Duty Vehicles**

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

Proposals Due by 2:00 PM Thursday February 26, 2026

Introduction:

The City of Elk Grove (City) is accepting proposals from qualified Service Provider(s) for Inspection, Maintenance, Repair and Parts for Heavy Duty Vehicles in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). The City is planning to award contracts to multiple vendors. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

If opting for written hard-copy submission, one signed original, five (5) copies, and one USB Flash Drive copy of the proposals must be submitted to the Office of the City Clerk by **2:00 PM on Thursday February 26, 2026**. Any proposals received after the specified time shall be returned unopened. Proposals shall be submitted in a sealed envelope clearly marked Vehicle Body Repair and Painting 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 City Clerk at cityclerk@elkgrove.gov, with a copy to Nora Howard, Management Analyst, nhoward@elkgrove.gov and Carrie Monti, Administrative Services Supervisor, cmonti@elkgrove.gov, prior to the deadline stated above. Submittals in pdf format or large files may be sent using a cloud-based system such as Dropbox. Service Provider(s) 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(s) does not receive confirmation from the City Clerk that the proposal has been received, Service Provider(s) should assume the transmission failed and either resubmit or arrange for another method of delivery. Service Provider(s) 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: Nora Howard, Management Analyst at nhoward@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 Thursday February 12, 2026**. Material changes, if any, to the scope of work or proposal procedures shall only be transmitted by written addendum and posted to the City web site. Addendums and answers to submitted questions will be available via the City of Elk Grove web site: <https://elkgrove.gov/purchasing/request-proposals-bids-rfp>.

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 proposals.

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 multiple responsible Service Providers who best meet 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 to serve the best interest of the City, except as otherwise provided by law, taking into consideration adherence to the included specifications. 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 the Service Provider is a sole proprietorship, the 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 the 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://businesssearch.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 or proposal 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 Bid and Bids section of the City web site, <http://www.elkgrovecity.org/community/request-for-Bid.asp>.

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 F). 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, or the City's duly authorized designee, 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 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.

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 on the proposal if they will extend the pricing, terms and conditions of an awarded contract, based on this proposal, 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 and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful vendor 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.

Qualification/Inspection:

Proposals will only be considered from Service Providers normally engaged in providing the types of goods 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 pick-up and delivery services in compliance with the provisions of the contract and provisions of this RFP at the following locations: City Hall located at 8401 Laguna Palms Way, Fleet Facility located at 10190 Iron Rock Way, Corporation Yard located at 10250 Iron Rock Way, and other sites as requested.

Acceptance and Conditions

The goods and services supplied in response to the RFP shall remain the property of the Service Provider until a physical inspection is made and the goods and services are accepted to the satisfaction of the City. The goods 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 goods and 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 goods 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 goods 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 goods 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 of three years with two 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 goods 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 goods and

services 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.

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

As further stated above, if electing to submit proposals as a written hard-copy, one signed original, five (5) copies, and one USB Flash Drive copy of the proposals must be submitted to the Office of the City Clerk by 2:00 PM February 26, 2026. 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.

Proposal shall be submitted in a sealed envelope clearly marked Request for Proposals for Inspection, Maintenance, Repair and Parts for Heavy Duty Vehicles 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:

Sean Gallagher
Deputy Public Works Director
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 goods and services 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 which must include details relating to prioritization and responsiveness to the City's needs. 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 Service Provider's facility, mobile service if applicable, and description of 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

Service Providers shall detail their preferred payment schedule. It is the preference of the City to receive invoices for each vehicle as work is completed.

This section should include the cost for requested goods and services outlined in the Scope of Work and must specifically itemize the costs for the goods and services listed 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

The Service Provider will supply pick-up and delivery services in compliance with the provisions of the contract and provisions of this RFP set forth in the Scope of Work below.

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. Goods and Services Contract:

Attached to the RFP (Attachment D) 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 Bid 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 in Exhibit D of this RFP.

(See next page for Scope of Work)

SCOPE OF WORK

Background:

The intent of these provisions is to describe the specifications and need for Inspections, Maintenance, Repair and Parts for Heavy Duty Vehicles and equipment owned by the City.

About Elk Grove's Vehicle fleet

The City's vehicle fleet consists primarily of Police, Public Works, Community Development, and Animal Services vehicles. Heavy Duty vehicles in the City's Fleet include Street Sweepers and Sewer Cleaning Trucks.

About the Service Provider:

The work proposed shall be performed at the successful Service Provider's place of business and include mobile services on-site, if applicable. The City of Elk Grove intends to enter into a contract with a qualified Service Provider or Service Providers to perform and provide Inspections, Maintenance, Repair and Parts for Heavy Duty City vehicles and equipment as called for in the contract documents, specifications and the RFP.

Pick Up and Delivery:

The successful Service Provider shall provide pick-up and delivery service as requested to the City of Elk Grove at the following locations: City Hall located at 8401 Laguna Palms Way, Fleet Facility located at 10190 Iron Rock Way, Corporation Yard located at 10250 Iron Rock Way, and other sites as required. Pick up and deliveries shall be free of charge to the City, and there shall be no minimum order required.

All deliveries under the contract shall be accompanied by an invoice. All invoices shall include the Service Provider's name, the City's purchase order number, the date of maintenance/repairs, the City's vehicle identification number, mileage, an itemized list of the materials furnished, including quantity, unit price and extension of each item, less applicable discount(s) and sales tax.

Locations and Scheduling for On-Site Services:

Service Provider shall provide mobile service on-site, if applicable, as requested by the City at the following locations in the City of Elk Grove: Fleet Facility located at 10190 Iron Rock Way, Corporation Yard located at 10250 Iron Rock Way, and other sites as required.

Service Provider must complete all scheduled mobile services at the City's Fleet Facility or Corporation Yard within the business hours of 6:00 a.m. to 5:00 p.m. For routine preventative maintenance, City shall coordinate with Service Provider to schedule an appointment within four (4) business days of request or otherwise agreed upon by City and Service Provider.

For non-preventative maintenance service and emergencies, City shall coordinate with Service Provider to schedule an appointment within two (2) business days of request or otherwise agreed upon. All deliveries under the Contract shall be accompanied with a completed work order.

Manufacturing, Material and Design Practices:

The Service Provider shall use material and design practices that are the best available in the

industry for the conditions to which the item shall be subjected. All items provided shall conform in strength, quality of material and workmanship to recognized industry standards.

Applicable Documents and Certifications include, but are not limited to:

- a. Federal Motor Vehicle Safety Standard, Department of Transportation
- b. State of California Vehicle Code
- c. Society of Automotive Engineering Standards
- d. American Society of Mechanical Engineers (A.S.M.E.)

Price Adjustment:

Price adjustments shall be in accordance with the current published manufacturer's price listing as they are updated. The discount from list pricing shall remain the same for the full term of the pricing period. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City. Service Provider shall include in the Work Plan how often their represented manufacturer adjusts parts pricing and supply the most current price listings. Electronic (compact disc, USB travel drive or access to Dealer web) pricing catalogs shall be submitted for each at each price adjustment. The quoted labor rate shall remain in effect for the duration of the Contract.

Parts Pricing:

Retail pricing is the total price charged for a product sold to a customer, which includes the manufacturer's cost plus a retail markup. Service Provider shall include an itemized list of parts cost plus a retail markup.

The prices quoted shall be submitted on the Pricing Schedule Page (Attachment B) and in Section 7 (Pricing) located in the Guidelines for Proposal section of this document. Prices and their discounts shall be applied to all City purchases. These discounts shall be fixed (for all items) for the term of the pricing period.

Vehicle replacement parts shall be Original Equipment Manufacturer (O.E.M.). Service Providers shall submit their percentage off from retail pricing that will be offered to the City for the term of the Contract.

All items provided shall be equivalent in function and workmanship to the parts originally supplied. Substitutes to O.E.M. shall not be permissible unless approved in advance and in writing by the City's Fleet Supervisor. There shall be no substitutes to O.E.M. brake or safety-related components.

Labor Pricing:

Labor cost is expressed on a per unit of labor effort basis (e.g., labor costs/labor hour).

The labor rate quoted to the City shall be as low, or lower, than the lowest rate charged to the Service Provider's lowest charged customer for comparable quantities under similar terms and

conditions, in addition to any discounts for prompt payment. Labor and discounts shall be applied to all City purchases. The labor rate(s) quoted on Attachment B, "Pricing Schedule", shall be used to perform all work for City vehicles and equipment.

All work performed shall be completed at the quoted labor rate and shall be performed based on Mitchell 1, Chilton Labor Guide or City approved equal. Service Provider shall include the labor estimator publication as part of their Work Plan. The publication agreed upon by the City and Service Provider shall be used for the full term of the Contract.

Warranty:

- a. Service Provider agrees that the supplies or services offered under this RFP, and any subsequent contract, shall be covered by the most favorable commercial warranties the Service Provider gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of the Contract. These warranties are in addition to any warranties provided for by law.
- b. In case of default by Service Provider, the City reserves the right to procure the articles or services from other sources and to hold the Service Provider responsible for any excess costs incurred by the City as a result of Service Provider's default.
- c. The provisions of the Contract shall in no way prohibit the City from purchasing the same products and/or services listed herein from another Service Provider.
- d. Service Provider shall reimburse the City for the necessary labor for the removal of defective item(s) and reinstallation of the new component. Hourly rates shall be paid in accordance to the original installation, not to exceed the Service Provider's awarded labor rate.

Technical Provisions:

The intent of these specifications is to describe new and remanufactured O.E.M. replacement parts for automobiles, trucks and equipment that will be purchased as required for vehicles owned and/or operated by the City.

- a. Service Provider's facility and mobile vehicle shall be a clean and safe working environment. The facility and mobile vehicle(s) shall comply with all Federal, State, and local regulations.
- b. All items provided under this RFP and subsequent contract shall comply with all applicable Federal, State and local regulations, including, but not limited to, the State of California Vehicle Code.
- c. The discount(s) quoted on the proposal items shall apply to all manufacturers vehicles and items owned and operated by the City.

- d. Authorized representative(s) of the City shall be permitted to inspect the Service Provider's facility prior to the award of this proposal. After the award of the proposal, authorized representative(s) of the City shall be permitted to inspect the Service Provider's facility on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved, and if recurring problems persist, this may be grounds for terminating the contract.
- e. The Service Provider shall be established in their represented manufacturer or dealership owned business. All dealerships shall be a factory authorized repair and warranty facility at the time of proposal opening. Documentation of the manufacturer credentials shall be submitted as part of the Work Plan.
- f. All items provided under this RFP and subsequent contract shall be O.E.M. replacement parts. All items provided shall be equivalent in function and workmanship to the parts originally supplied. No aftermarket parts shall be supplied unless prior written approval is granted by the City's Fleet Representative.
- g. If invoices are incorrectly priced, the City shall notify the Service Provider and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate the Contract.
- h. Estimated annual expenditures and usages listed on the Pricing Schedule are based on the most recent historical usage and are subject to increase or decrease.
- i. The provisions of the Contract shall in no way prohibit the City from making a purchase for the same goods and/or services listed herein from another Service Provider.
- j. The labor rate(s) quoted shall be used to perform all work for City vehicles.
- k. All vehicles shall be picked up and delivered at no charge to the City's designated location, including warranty repairs. All vehicles shall be picked up within 1 working day of City's request. All vehicles shall be delivered within 1 working day of completion.
- l. Service Provider shall be responsible for performing manufacturer's warranty repairs on City vehicles when requested.
- m. All work performed shall be completed at the quoted labor rate and shall be performed based on the Mitchell labor guidelines and, in addition, parts used in the performance of repairs shall be priced in accordance with the current parts discount.
- n. Prior to any work or repairs to be performed on City equipment, Service Provider shall provide a written estimate to the City for needed repairs. All work shall be performed only after City's written approval. If a change is required to the original approved scope of work, additional written approval from the City must be obtained

prior to completing any work.

Key Controls / Security:

The City shall furnish access to all areas of facilities where Service Provider is to perform work as required by this RFP in accordance with the Security Access policy of the City, as attached to the contract (Exhibit F to this RFP). Keys and / or access key cards must be kept secure, and immediately reported to the City if lost or stolen, in accordance with the contract.

Facility:

In order to qualify for the contract, the Service Provider shall have a facility within a 30 mile commute radius (one way) of the City's Iron Rock Fleet Facility located at 10250 Iron Rock Way Elk Grove CA, 95624. Supplier shall complete the Routing Form (Attachment C) and include the form with their Work Plan submittal. Responses to the **RFP submitted with a repair facility outside of the 30 mile commute radius will be determined to be Non-responsive.** The purpose of this requirement is to minimize inefficiencies and preserve City resources including, without limitation, minimizing vehicle wear and tear, reducing fuel costs and decreasing the amount of time a vehicle is placed out of service for maintenance and repair.

(See next page for Attachment A Evaluation and Selection Criteria)

Attachment A: Evaluation and Selection Criteria

Evaluation Criteria

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

- **Service Provider’s Qualifications, Experience, Licenses, 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. Policies that provide highly trained, competent staff.
- **Work Plan:** Depth of Service Provider’s understanding of City’s requirements including detailed explanation of Service Provider’s vehicle work completion, turn-around time capabilities, detailing invoicing and payment schedule preference; 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

City staff will evaluate the proposals received with the evaluation factors stated in this RFP and formulate a recommendation to be presented to the City Council. For each evaluation criteria, proposals will be evaluated on their relative strengths, deficiencies, and weaknesses.

(See next page for Attachment B Pricing Schedule)

Attachment B: Pricing Schedule

Service Provider shall furnish new unused O.E.M., remanufactured O.E.M. maintenance and repair parts and labor as required in accordance with the provisions and specifications contained herein.

The RFP items listed are for evaluation purposes only. The quantities and items specified are estimates only of the City's requirements. It is the intent of this RFP to provide one or more comprehensive award(s) for all City vehicles and equipment with a single discount structure. Service Provider agrees to furnish more or less than the estimates¹ at the values quoted in accordance with availability of City funds and actual needs as they occur throughout the Contract period. Service Provider must provide percentage discount from retail pricing and labor rates for the items listed as applicable.

O.E.M. PARTS FOR YEARS ONE THROUGH THREE AND OPTIONAL YEARS FOUR AND FIVE

<u>Item No.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>% Discount from Retail Pricing</u>	<u>Cost</u>
1.	\$200,000	O.E.M. Parts	_____	\$_____

MAINTENANCE SERVICES FOR YEARS ONE THROUGH THREE

<u>Item No.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>Hourly Labor Rate*</u>	<u>Cost</u>
2.	1,000 hrs.	Labor Hour	\$_____	\$_____

MAINTENANCE SERVICES FOR OPTIONAL YEARS FOUR AND FIVE

<u>Item No.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>Hourly Labor Rate*</u>	<u>Cost</u>
3.	1,000 hrs.	Labor Hour	\$_____	\$_____

MAINTENANCE SERVICES FOR MOBILE SERVICES ON-SITE (IF APPLICABLE)

<u>Item No.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>Hourly Labor Rate*</u>	<u>Cost</u>
4.	1,000 hrs.	Labor Hour	\$_____	\$_____

AFTER HOURS/EMERGENCY MAINTENANCE MOBILE SERVICES ON-SITE (IF APPLICABLE)

<u>Item No.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>Hourly Labor Rate*</u>	<u>Cost</u>
5.	500 hrs.	Labor Hour	\$_____	\$_____

Attachment B: Pricing Schedule (Continued)

Parts Sub Total Item No. 1	\$ _____
State Sales Tax 8.75% on Item No. 1	\$ _____
Labor Sub Total Item No. 2 & 3	\$ _____
Proposal Total	\$ _____

¹ Quantities listed herein are estimates only; the City does not guarantee usage and/or quantities.

*The hourly labor rate for mechanical labor rate shall be inclusive of all work to be done, and shall be fixed at the rate stated regardless of the work to be completed.

Prompt Payment Discount:

Will you offer a prompt payment discount? Yes [] or No []

If Yes, the Payment Discount is _____% for payment within _____calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

“Piggybacking” Option:

Indicate that you will extend the pricing, terms, and conditions of an awarded contract, based on this bid, to other government agencies. Yes [] or No []

Price Schedule:

Service Provider shall attach the most current price schedules from manufacturers of the most current pricing schedule from manufacturers.

Price List Identification _____

Date of Price List _____

Attachment C: Routing Form

In order to qualify for the Contract, Service Provider shall have a facility within a 30-mile radius (one way) of the City's Corporation Yard Fleet Facility. Responses to the **RFP submitted with a repair facility outside of the 30-mile radius will be determined to be non-responsive.**

Utilizing Google Maps, Service Provider shall submit, as part of the Work Plan, the one-way distance between the City's Corporation Yard Fleet Facility at 10250 Iron Rock Way, Elk Grove, California, 95624 and the Service Provider's facility address.

Service Provider's Facility Address: _____

Total Distance (one way) _____

Attachment D: Sample Sale of Goods and Services Contract

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

FOR GOODS AND SERVICES

This Contract for Goods (“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 _____ (“Seller”).

RECITALS

A. City is in need of _____ (“Goods”) to support _____, a more detailed description of which is attached hereto as **Exhibit A** (Scope of Work) and incorporated herein by reference; and,

B. City has determined that Seller is capable of providing the Goods at a reasonable price and in a timely manner; and,

C. City agrees to purchase the Goods 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. The above Recitals are true and correct and incorporated herein by reference.

2. Purchase and Sale. Seller agrees to sell and City agrees to buy the Goods pursuant to the terms and conditions set forth in this Contract.

3. Term of Contract. 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.

4. Purchase Price for Goods. The total price of the Goods, as further summarized on **Exhibit B**, but in no event shall total compensation exceed the amount budgeted for such work by the City for such fiscal year through the fiscal year annual budget process,

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.

5. Time of Payment. Seller shall invoice City within thirty (30) calendar days of the Date of Acceptance for the Goods, as defined below. City shall pay Seller for all accepted Goods invoiced within thirty (30) calendar days of receipt of invoice.

6. Delivery of Goods. Seller shall deliver and install the Goods to City's offices at _____, with shipping and insurance charges included in the price. Delivery is to be within 30 days of City's request for Goods. The Goods shall be delivered by Seller to City free of any liens or encumbrances.

7. Inspection and Acceptance. The Goods shall be received by City subject to City's reasonable inspection, testing, approval, and acceptance of the Goods. If the Goods are rejected by City as nonconforming, City 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 City. If City does not provide written acceptance or a list of deficiencies within the thirty (30) calendar days, the Goods shall be deemed accepted ("Date of Acceptance").

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

9. Termination and Suspension. This Contract may be terminated by City, with or without cause, provided that City gives not less than thirty (30) calendar days' written notice to Seller (delivered by certified mail, return receipt requested) of City's intent to terminate. Upon termination, City shall be entitled to all work and goods received as of the date of termination, unless otherwise returned or rejected by City. City may temporarily suspend this Contract, with or without cause, 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. 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.

10. Indemnification. To the fullest extent permitted by law, Seller shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness

fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Seller, except such loss or damage which was caused by 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. The provisions of this section shall survive expiration, termination, or suspension of this Contract.

In any contract that Seller enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Seller. Seller's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Seller fails to obtain such indemnity obligations from others as required herein, Seller agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

11. Warranties. In addition to any other warranties set forth herein, Seller warrants that the Goods, including any component or replacement parts, furnished, manufactured or provided by Seller will be free from defects in material and workmanship for a period of ninety (90) days from Date of Acceptance of the Goods by City. 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 City. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods.

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

13. 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.

14. 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:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General or Garage Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary & non-contributory
Automobile Liability	\$1,000,000 (Sched, Hired, & Non-Owned)		Additional Insured Waiver of Subrogation
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Auto Physical Damage, Garagekeeper's, On-Hook, Cargo	\$500,000	\$500,000	

***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 Agreement for specific requirements.

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

15. Evidence of Insurance Compliance. 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.

16. Notice of Material Change in Business. Seller agrees that, if it experiences a material change in its business during the term of this Contract, including, without limitation, a reorganization, restructuring, leveraged buyout, and/or bankruptcy, Seller shall immediately notify City of the change in writing.

17. 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.

18. 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 CITY:

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.

19. Entire Agreement. This Contract contains the entire agreement between City 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 City 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.

20. Modification. This Contract shall not be modified in any manner except by a writing signed by both City and Seller.

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

22. 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.

23. 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.

24. 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.

25. Drafting. City and Seller 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.

26. 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.

27. Time of the Essence. Seller and City 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.

28. 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.

29. 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.

30. No Third Party Beneficiary Rights. This Contract is entered into for the sole benefit of City 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.

31. No Joint Venture, Partnership or Other Relationship Created. The relationship between City 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 Sacramento, 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, SELLER 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. SELLER 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 SELLER maintain any programs of self-insurance, SELLER shall comply with the applicable fulfillment of any self-insured retentions.

1. General or Garage Liability:
 - a. Comprehensive general or garage 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 SELLER, products and completed operations of SELLER 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 SELLER.
 - 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, SELLER'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 SELLER's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
2. Workers' Compensation:
 - a. Workers' Compensation Insurance, with coverage as required by the State of California (unless SELLER 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. SELLER 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 \$1,000,000.
- c. If an injury occurs to any employee of SELLER 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 SELLER 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 SELLER.
- 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 SELLER.

3. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of operation, maintenance, or use of scheduled, hired, and non-owned automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 7, 8, and 9 (scheduled, hired, and non-owned). SELLER's coverage providing symbol 1 (Any Auto) shall be satisfactory
- c. The limits of liability per accident shall not be less than:

Combined Single Limit	One Million Dollars (\$1,000,000)
-----------------------	-----------------------------------
- d. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured.

4. Automobile Physical Damage:

- a. SELLER is responsible for all physical damage loss to all City-owned vehicles and personal property in the care, custody, and/or control of Seller regardless of fault, including while during transport on-hook or as cargo. SELLER shall maintain coverage sufficiently broad to respond to all vehicle damage and loss, including but not limited to, loss caused by collision, glass breakage, damage from road debris, damage from debris from other vehicles, theft, vandalism and mischief, and overturn.
- b. Limits shall not be less than:

Per Occurrence	Five Hundred Thousand Dollars (\$500,000)
Per Vehicle	Five Hundred Thousand Dollars (\$500,000)

- c. For any loss occurring to a City-owned vehicle while in the care, custody, and/or control of Seller regardless of fault, Seller shall pay to restore vehicle to its pre-loss condition at the time Seller assumed the care, custody, and/or control of the vehicle. Should the cost to restore a damaged vehicle, minus its salvage value exceed its replacement value, Seller shall pay to the City its replacement value minus its salvage value. A vehicle's pre-loss condition and salvage value shall be determined by the City.
5. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
6. 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.
7. SELLER 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, SELLER agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
8. The City, due to unforeseen risk or exhaustion, failure, or dilution of SELLER'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.
9. SELLER 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.
10. If SELLER 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 SELLER under the contract.
11. Failure of the City to obtain such insurance shall in no way relieve SELLER from any of its responsibilities under the contract.

12. The making of progress payments to SELLER shall not be construed as relieving SELLER or its Sub-contractors or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
13. 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.
14. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by SELLER are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by SELLER under the Contract.

EXHIBIT E

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

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

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

SELLER

By: _____

Date: _____

Name: _____

Title: _____

EXHIBIT F

SECURITY ACCESS POLICY

Service Provider and all its employees or subcontractors who shall undertake work to be performed under this Contract shall be required to complete a security and criminal history check. The Elk Grove Police Department (“EGPD”) will conduct two “Live Scan” fingerprint checks, free of charge, for a Service Provider that will access City Facilities. “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 shall not be granted unescorted access to City Facilities; other arrest history shall be evaluated. Security privileges associated with the access to City Facilities is dependent upon which area(s) of the building Service Provider requires 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. In addition to the completing the Live Scan criminal history check, Service Provider shall be required to agree to the following:

- a) Service Provider agrees to assign a primary employee(s) to complete job tasks at City Facilities whenever possible.
- b) Service Provider and their employees and/or subcontractors agree to wear the assigned visitor lanyard attached to access card whenever on the premise.
- c) Service Provider agrees that access card shall not be used as a form of identification or for any purpose other than access into City Facilities.
- d) Employees may be Live Scanned at the expense of Service Provider at the rate charged to the EGPD. The current rate is \$54.00 but is subject to change.
- e) Service Provider agrees to monitor Access Key Card(s) issued to them and only allow those employees that have been Live Scanned to have access to the card.
- f) Service Provider agrees to notify the City within 24 hours of when an employee has severed employment. Service Provider shall retrieve the key card from that employee’s possession and return it to the City within 48 hours.
- g) Service Provider, and its employees or subcontractors shall follow the directions provided by City staff while on the premises.
- h) Service Provider agrees that employees shall be instructed to access only the areas necessary for the service provided, and to leave the premise immediately upon completion of duties.
- i) Service Provider agrees access cards are the property of the City of Elk Grove and must immediately surrendered upon request by a City Employee.
- j) Service Provider agrees to reassign any employee that becomes involved in any criminal activity and retrieve the access card should the City or Service Provider be notified of criminal activity.
- k) Access to City Facilities will occur Monday through Saturday 7:00 A.M. until 6:00 P.M. except for City holidays.

Service Provider shall contact the EGPD within 10 days of receiving notification of Contract award to set an appointment for Live Scan testing. Test results are typically returned in 3-5 business days. Service Provider and their employees or contract staff shall be required to bring photo identification. A photograph for the access card will be taken. Service Provider will be contacted

when to pick up access cards.

Until the process outlined has been completed, Service Provider and their employees or subcontractors shall not be allowed to begin work at City Facilities and payment for service may be delayed until Service Provider has fully complied with this procedure.