

CITY OF ELK GROVE



Request for Proposal (RFP)

For

Vehicle Evidence Towing and Secured Storage Services

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

Proposals Due by Wednesday, June 3, 2026, 4:00 PM PDT

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SECTION 1 – ADMINISTRATIVE INFORMATION

1. Introduction

The City of Elk Grove (City) is accepting proposals from prospective, qualified Service Providers (“Service Provider(s)”) for Vehicle Evidence Towing and Secured Storage Services in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (“RFP”) and any attachments, including the Scope of Services specified in Attachment A (“Scope of Services” or “Services”). Prospective Service Providers are advised to read this information over carefully prior to submitting a proposal.

This solicitation will only be used for the Elk Grove Police Department Vehicle Evidence Towing and Secured Storage Services specifically for the towing and secure storage of vehicles seized as evidence during investigations. Other City Department(s) may solicit general towing services for City owned and operated vehicles under a separate solicitation at a future date. Qualifying applicants are welcome to submit applications/proposals to any and all open solicitations.

2. Key Dates

The following is a tentative schedule of the RFP key dates. While the City will attempt to maintain this schedule, the following dates are projections, and the City reserves the right to modify this schedule as needed to accommodate this completion of this RFP process.

Description	Date
Release of RFP:	May 11, 2026
RFP Questions Due Date:	May 21, 2026, 4:00 PM PDT
City Response to Questions Posted:	May 26, 2026
Application Submission Deadline:	June 3, 2026, 4:00 PM PDT
Anticipated Contract Award Date:	July 2026
Anticipated Period of Performance:	5 years (July 2026 through June 2031)

3. Submission Format

Proposals may be submitted and accepted via mail or electronically, at the addresses indicated in this RFP, to be received by the City no later than the Submission Deadline set forth above. Details regarding the acceptable submission format are specified under the below Section 2, Guidelines for Proposal.

4. Questions

Questions regarding this RFP are to be directed by e-mail to: Fauna Shrago at fshrago@elkgrove.gov. The City must receive all questions no later than the RFP Questions Due Date set forth above. The purpose of the question period is to clarify legitimate ambiguities in the solicitation documents. The City reserves the right to disregard questions that appear to be generic, automatically generated, or not reflective of a reasonable review of the RFP. Service Providers are encouraged to ensure all questions reflect their understanding of the project and the specified requirements of this RFP.

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.

5. 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.

6. 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.

7. 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.

8. Proposal Evaluation and Selection

Evaluation shall be made based on the criteria noted in Section 3: Proposal Evaluation Criteria and Selection Process. 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, and shall not necessarily be based on the lowest priced proposal, 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.

9. 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/>.

10. 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.

11. 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.

12. Background Investigation

Prospective Service Providers, including their employees and on-call staff, shall submit to a full background investigation, to include, but not limited to, Live Scan fingerprinting, conducted by the EGPD. Any Service Provider awarded a Contract must complete this background investigation before the Service Provider will receive a Notice to Proceed. The EGPD shall review the background investigation and may deny access to any individual in its discretion as it deems necessary for the security of the public and City personnel.

13. Security Access Policy and Background Investigation

If the Services required to be completed under this RFP require access to City facilities, the Services are subject to the City's Security Access Policy, as attached to the Professional Services Contract, attached as Attachment C to this RFP. No contract shall be awarded to any Service Provider that is unable to complete the scope of Services as a result of denied access under the City's Security Access Policy

14. 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. The City, when seeking bids or proposals for commodities, equipment, and general services will notify bidders or proposers that bids or proposals 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 Elk Grove Municipal Code (EGMC) Section 3.42.230, 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 Local Vendor Preference Affidavit of Eligibility can be obtained by accessing the Request for Proposal and Bids section of the City website,

https://cityofelkgrove.formstack.com/forms/local_vendor_preference_affidavit_of_eligibility.

15. Validity of Pricing

Service Providers are required to provide a fee structure (Attachment B, Pricing Sheet) including line item descriptions and pricing, applicable sales tax, and a total final price. Unless otherwise noted by the Service Provider, all proposals shall be held valid for a period of one hundred eighty (180) days prior to entering into a contract and, thereafter, for the full term of any resulting contract. No cost increases shall be passed onto the City after the proposal has been submitted. If this RFP is for the delivery of certain materials and/or goods, 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Federal Requirements

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

22. Payment Terms

Payment shall be made as set forth in the Professional Services Contract attached hereto as Attachment C. 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.

23. 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.

24. 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 five years. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

25. 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.

26. 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.

27. 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.

SECTION 2 – 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.

The City will accept proposals submitted by mail or electronically.

Mail Submission: Written 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 under these Guidelines for Proposal. Submissions must include one signed original, one copy, and one USB Flash Drive copy of the proposal, sent by mail or hand delivery to the Office of the City Clerk **by 4:00 PM PDT on Wednesday, June 3, 2026**. Proposals shall be submitted in a sealed envelope clearly marked "Vehicle Evidence Towing and Secured Storage Services" and addressed to:

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

Electronic Submission: Proposals may be submitted electronically in pdf form and emailed to Office of the City Clerk at cityclerk@elkgrove.gov, **by 4:00 PM PDT on Wednesday, June 3, 2026**. Large files may be sent using a cloud-based system such as Dropbox. Service Providers shall be responsible for ensuring that proposals submitted electronically are received by the City Clerk prior to the deadline. Proposals that are not received prior to the deadline shall not be considered by the City, even if the late submission is due to a technical or other error, including, without limitation, the City's inability to open or access the electronic file. If the proposing Service Provider does not receive confirmation from the City Clerk that the proposal has been received, Service Providers should assume the transmission failed and either resubmit or arrange for another method of delivery. Service Providers 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.

All proposals, regardless of submission format, shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Fauna Shrago
Senior Management Analyst
Elk Grove Police Department
8400 Laguna Palms Way
Elk Grove, CA 95758

The letter shall include the Service Provider's name submitting the proposal, their mailing address, email 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 services. 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 in the proposal denoting the numbered paragraphs indicated below.

3. Qualifications and Experience

Describe the Service Provider's capability for actually undertaking and performing the services, including any professional licenses and certificates held by the Service Provider. List types and locations of similar services 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 Services in this RFP.

5. Conflict of Interest Statement

Any activities or relationships of the Service Provider that might create a conflict of interest for the Service Provider or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

6. Supportive Information/References

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

7. Pricing

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

8. Secretary of State

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

9. City of Elk Grove Special Business License

Service Provider must possess and maintain a valid Special Business License issued by the City in compliance with EGMC Section 4.10.005.

10. Professional Services Contract

Attached to the RFP (Attachment C) is a copy of the City's standard Professional 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.

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary Non Contrib
Auto Liability	\$1,000,000 Scheduled, Hired, and Non-Owned		Additional Insured Waiver of Subrogation
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
GarageKeepers	\$100,000	\$100,000	None
On-Hook/Cargo	\$100,000	\$100,000	Deductible \$10k or less

*****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.

SECTION 3: PROPOSAL EVALUATION CRITERIA AND SELECTION PROCESS

1. Proposal Evaluation Criteria

Proposals shall provide point-by-point response to all sections of this RFP in a clear and concise manner. The City intends to evaluate Service Providers based upon the data presented in the proposals. The City may use some or all the following criteria in its evaluation and comparison of proposals submitted. The criteria listed below are not necessarily all-inclusive, and the order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criteria as deemed appropriate prior to the commencement of evaluation.

- a. Conformance and Responsiveness: Demonstrated thorough understanding of the Scope of Services; completeness of proposal in accordance with the RFP instructions.
- b. Project Scope and Work Plan: Depth of Service Provider's understanding of City's requirements to successfully execute the requested Scope of Services; clear and concise description of Service Provider's approach and techniques to complete the services; overall quality and logic of work plan.
- c. Qualifications and Experience: Demonstrated relevant experience of Service Provider and Service Provider's personnel staff in performing services of a closely similar nature, size, and complexity; experience working with public agencies; strength, stability, expertise, and technical competence.
- d. Rates and Fees: Fair, reasonable, and competitive rates and fees proposed; adequacy of data in support of figures quoted, and basis on which rates and fees are quoted.
- e. References: assessment of recent client references from other local government agencies with detailed description of similar services successfully executed by Service Provider.

2. 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. The City reserves the right to determine whether a proposal meets the specifications and requirements of this RFP and reject any proposal that, in the City's sole and absolute discretion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any or all proposals.

ATTACHMENT A: SCOPE OF SERVICES

1. **Background:** The Elk Grove Police Department (EGPD) has an operational need to tow and ensure the secure storage of vehicles seized as evidence during investigations. When a vehicle is impounded at the direction of EGPD for evidentiary purposes, it must be preserved in substantially the same condition as when seized until released by EGPD. To meet this requirement, vehicles must be stored in a secure facility capable of protecting the integrity of the vehicle and any associated evidence. The facility must be indoors and enclosed, secure, and of sufficient size to accommodate multiple vehicles simultaneously, and must comply with all applicable federal, state, and local laws and regulations. EGPD is seeking proposals from qualified service providers to furnish evidence impound towing and secure storage services. "Evidence Impound" tows refer to vehicles seized for evidentiary purposes pursuant to applicable provisions of the California Vehicle Code, including but not limited to sections 22655(a) and 22655.5. Certain investigations may require vehicles to be stored in a secure indoor facility to preserve the integrity of the vehicle and any evidentiary material. Vehicles may be stored for periods ranging from several days to several months depending on the nature of the investigation.
2. **Objective:** The objective of this Request for Proposals (RFP) is to establish a contract with the most qualified Service Provider for evidence impound towing, transportation, and secure storage of vehicles seized as evidence by EGPD. The selected Service Provider must ensure that all vehicles are handled in a manner that preserves potential evidence and maintains the integrity of the investigation in compliance with all applicable laws. All towing and storage services performed under this agreement shall be initiated only at the request of authorized EGPD personnel, and the City shall be responsible for payment of such services in accordance with the terms of a contract. Unless otherwise clearly identified by the Services Provider, the flat monthly rates shall be deemed to include, at a minimum, the following services:
 - a. All towing and transporting of vehicles seized for evidentiary purposes;
 - b. General handling and placement of vehicles into storage;
 - c. Secure storage of evidentiary vehicles within the designated facility;
 - d. Controlled movement of vehicles within the storage facility when directed by EGPD personnel;
 - e. Routine administrative and invoicing functions;
 - f. Availability for service on a 24-hour, 7-day basis; and
 - g. Standby or specialized towing services necessary to recover evidentiary vehicles.
3. **Location Requirement:** The Service Provider shall maintain a fully operational tow storage facility and principal place of business located within the Elk Grove City limits at the time of contract award and throughout the term of any contract.
4. **Specifications and Requirements:** It is the intent of the City that the selected Service Provider serve as the primary provider for EGPD evidence impound towing and storage services. However, the City reserves the right, in its sole discretion, to utilize additional service providers if operational needs require.
5. **Designated Evidence Storage Area.** Service Provider shall provide a designated and restricted area within the storage facility exclusively dedicated to vehicles towed and/or stored at the request of EGPD.
6. **Security Systems.** Service Provider's storage facility shall be equipped with an alarm system and active camera monitoring with continuous video recording. Recordings shall:

- a. Be backed up daily
 - b. Be retained for a minimum of one (1) year, or longer period as may be required by law
 - c. Be provided to EGPD immediately upon request
 - d. If the recording system becomes inoperable, the Service Provider shall immediately notify EGPD and deploy an alternative recording system.
7. **EGPD Access.** EGPD personnel shall have access to stored vehicles 24 hours per day, seven (7) days per week.
8. **Timely Responsiveness.** Service Provider shall provide reasonable and timely evidence towing services, including estimated response wait times and service duration times based on the nature and scope of the services needed.
9. **Indoor Evidence Storage.** Service Provider shall provide a secured, locked, and monitored indoor storage facility designated exclusively for EGPD evidentiary vehicles. The facility shall include clean concrete flooring suitable for forensic processing.
10. **Background Investigation.** All employees of the Service Provider's facility, including on-call staff, shall submit to a full background investigation, to include, but not limited to, Live Scan fingerprinting and be approved by the EGPD.
11. **Monitoring of Access Points.** All storage areas within Service Provider's facilities shall include camera-monitored and video-recorded entry and exit points. The facility shall maintain a log of all persons accessing the EGPD storage area, including date, time, and purpose of access.
12. **Lighting.** All storage areas designated for EGPD use shall be adequately illuminated to ensure visibility throughout the facility and on recorded security footage.
13. **Facility Specifications.** The indoor evidence storage area shall:
 - a. Include a minimum of 3,000 square feet of usable indoor space
 - b. Be exclusively allocated to EGPD vehicles
 - c. Be free from non-EGPD vehicles or unrelated property
 - d. Provide drive-through accessibility
 - e. Include standard 110-volt electrical outlets along interior walls
14. **Restricted Access.** Access to the EGPD storage area shall be limited to:
 - a. Authorized EGPD personnel
 - b. Service Provider employees expressly authorized by EGPD
15. **Vehicle Movement.** Vehicles stored as evidence shall not be moved or accessed unless directed by EGPD personnel.
16. **Equipment.** The Service Provider shall provide the necessary personnel and equipment to move vehicles within the storage facility when directed by EGPD. This may include, but is not limited to:
 - a. Forklifts
 - b. Tow trucks
 - c. Wheel dollies or similar equipment

17. **Proposed Pricing, Charges, and Payment**

Pricing shall be clearly identified in the Pricing Sheet listed in Attachment B. Service Providers shall submit pricing consistent with the following:

- a. **Flat Monthly Rate.** The flat monthly rates shall include all routine labor, equipment, transportation, handling, and administrative services necessary to perform the work described in this RFP. Service Providers shall structure their pricing such that the flat monthly rates represent a comprehensive, all-inclusive cost for the typical and anticipated level of service required by the EGPD.
 - i) **Included Services.** Unless otherwise clearly identified by the Service Provider, the flat monthly rates shall be deemed to include, at a minimum:
 - 1. All towing and transport of evidentiary vehicles
 - 2. General handling and placement of vehicles into storage
 - 3. Storage of vehicles within the designated facility
 - 4. Movement of vehicles within the storage facility as directed by EGPD
 - 5. Routine administrative and invoicing functions
 - 6. Availability for service on a 24-hour, 7-day basis
- b. **Additional or Extraordinary Services.** The City recognizes that certain non-routine or extraordinary circumstances may arise that fall outside the scope of typical services. Proposers may identify such services and provide separate pricing in the proposal. Such non-routine services may include:
 - 1. Specialized recovery operations or heavy-duty towing beyond standard capacity
 - 2. Storage exceeding normal or anticipated volume or duration
 - 3. Scene cleanup or debris removal, if requested by the City
 - 4. Use of specialized equipment or additional personnel beyond standard operations
 - 5. All additional or extraordinary charges:
 - 6. Must be clearly identified in the proposal
 - 7. Must be pre-approved by EGPD prior to being incurred
 - 8. Shall only apply when the circumstances are outside the scope of routine services covered by the flat monthly rate

Failure to identify exclusions or additional charges in the proposal shall be interpreted to mean that such services are included in the flat monthly rate.

The City reserves the right to negotiate final pricing structures with the selected Service Provider.

- c. **Storage Charges:** Storage charges for evidentiary vehicles shall begin no earlier than twenty-four (24) hours after the vehicle has been placed into storage, unless otherwise approved by EGPD. Storage charges shall be calculated on a flat monthly pricing described in this Section. Storage fees shall cease on the date and time EGPD authorizes the vehicle for release or removal from the facility.
- d. **Payment:** The City shall be responsible for payment of towing and storage services performed at the request and direction of the EGPD for vehicles impounded for evidentiary purposes. Vehicles impounded as evidence under this agreement are not public, third-party tows. Accordingly, the Service Provider shall invoice the City directly for all towing, transportation, and storage services authorized by EGPD personnel. Each proposal shall include a complete schedule of rates, fees, charges, and other costs associated with the

towing, handling, transportation, and storage of evidentiary vehicles as specified in Attachment B.

18. **Preservation of Evidence:** The Service Provider shall take all reasonable precautions to preserve potential evidence associated with impounded vehicles. Vehicles may contain fragile or sensitive evidence including, but not limited to, fingerprints, biological material, trace evidence, and personal property related to criminal investigations. Vehicles must be handled and stored in a manner that avoids contamination, disturbance, or damage to potential evidence. Vehicles designated by EGPD as evidence shall be stored only in locations authorized by EGPD and secured from unauthorized access.
19. **Conduct:** The Service Provider shall conduct business in an ethical, lawful, competent, and professional manner that maintains the confidence of the community and the integrity of EGPD operations. While the Service Provider acts as an independent contractor, interactions with the public may reflect upon the City. Accordingly, the Service Provider and its employees must maintain a fair, impartial, and professional demeanor when performing services under this contract. Upon notification by the Chief of Police or designee of a complaint involving dishonesty, incompetence, discourtesy, or misconduct by the Service Provider or its employees, the Service Provider shall investigate the complaint and provide a written response within ten (10) calendar days. The response shall include the results of the investigation and any corrective measures implemented.
20. **Prohibition on Lien Sales and Disposal:** Vehicles impounded and stored at the request of EGPD for evidentiary purposes shall not be subject to lien sale, disposal, transfer of ownership, or destruction by the Service Provider. The Service Provider shall not initiate any lien sale or recovery process related to evidentiary vehicles stored under this agreement unless expressly authorized in writing by EGPD. Vehicles held as evidence may remain in storage for extended periods depending on the nature of criminal investigations and court proceedings. The Service Provider acknowledges that such vehicles must remain secured and preserved until released by EGPD.

Attachment B: Pricing Sheet

Base Flat Monthly Pricing (Required)

Base Service	Proposed Monthly Flat Rate
Flat Monthly Fee – Evidence Towing Services	\$ _____
Flat Monthly Fee – Evidence Storage Services (includes storage of up to _____ vehicles per month)	\$ _____
Total Combined Monthly Flat Rate	\$ _____

Additional/Extraordinary Services Pricing (If Applicable)

Proposed Service Providers shall provide pricing for non-routine or extraordinary services not included in the flat monthly rates above. These rates may be used for evaluation purposes and may only be applied when authorized by the City.

Additional Service (If Applicable)	Unit of Measure	Proposed Rate
Additional indoor storage beyond included capacity	Per vehicle/per day	\$ _____
Specialized recovery or heavy-duty tow	Per occurrence	\$ _____
Scene cleanup/debris removal (if requested)	Per occurrence	\$ _____
Vehicle movement requiring specialized equipment	Per occurrence	\$ _____
Additional personnel for unusual circumstances	Hourly	\$ _____
Other (describe): _____	_____	\$ _____

Services Providers shall identify all services included in the flat monthly rates above and specifically identify any services excluded from those rates.

Failure to identify exclusions may be interpreted to mean such services are included in the flat monthly rates proposed.

Included Services:

Excluded Services:

Attachment C: Professional Services Contract

CITY OF ELK GROVE



CONTRACT FOR SERVICES

SERVICE PROVIDER

Title of Contract

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 20__, by and between City of Elk Grove, a municipal corporation (the "City") and _____, a _____ (the "Service Provider"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Service Provider has presented a proposal to provide services, which services are identified in the Scope of Services attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Service Provider to perform the Scope of Services pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Service Provider agree to as follows:

1. SCOPE OF SERVICES

A. Service Provider shall do all services, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Services. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. Service Provider agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the services to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate on _____, unless earlier terminated pursuant to Section 11 of this Contract.

3. SCHEDULE FOR PERFORMANCE

City and Service Provider agree that time is of the essence and Service Provider agrees that services shall be undertaken and completed in accordance with the schedule of performance (the "Schedule of Performance"), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of City Manager, or his/her authorized representative. Service Provider's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section.

4. COMPENSATION

A. Service Provider shall be paid monthly as set forth in **Exhibit C**, "Compensation and Method of Payment," attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, but in no event shall total compensation under this Contract exceed _____ (\$_____), without City's prior written approval. Said amount shall be paid upon submittal of a monthly invoice showing completion of the tasks that month, including the services rendered,

the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Service Provider's performance is not in conformity with the Scope of Services or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

C. If the services are halted at the request of City, compensation shall be based upon the proportion that the services performed bears to the total services required by this Contract, subject to Section 11.

5. NOTICES

A. Service Provider shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove
Attn: Finance Department
8401 Laguna Palms Way
Elk Grove, California 95758

City of Elk Grove
Attn: City Attorney's Office
8401 Laguna Palms Way
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Service Provider as follows:

6. PROFESSIONAL SERVICES

Service Provider agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Service Provider and its subcontractors or agents are engaged. Service Provider shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Service Provider further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed that Service Provider (including Service Provider's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. Service Provider's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Service Provider under the provisions of the Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Service Provider's assigned personnel.

D. Service Provider, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third party person(s) employed by Service Provider shall be entirely and exclusively under the direction, supervision, and control of Service Provider.

F. Service Provider hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

8. AUTHORITY OF SERVICE PROVIDER

Service Provider shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. CONFLICT OF INTEREST

Service Provider certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Service Provider agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Service Provider further agrees to complete any statements of economic interest if required by either City ordinance or State law.

10. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

11. TERMINATION

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

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

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

D. In the event of termination, Service Provider shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

12. FUNDING

Service Provider agrees and understands that renewal of this Contract in subsequent years is contingent upon action by City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

13. NOTICE TO PROCEED

Prior to commencing services under this Contract, Service Provider shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Service Provider for any services prior to issuance of the Notice to Proceed.

14. EXTENSIONS OF TIME

Service Provider may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Services in the manner provided in Section 10.

15. PROPERTY OF CITY

A. It is mutually agreed that all materials prepared by Service Provider under this Contract shall become the property of City, and Service Provider shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Service Provider shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Service Provider in performing this Contract which is not Service Provider's privileged information, as defined by law, or Service Provider's personnel information, along with all other property belonging exclusively to City which is in Service Provider's possession. Publication of the information derived from services performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Service Provider hereunder to be work made for hire. Service Provider acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Service Provider that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

16. COMPLIANCE WITH LAW

Service Provider shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the services authorized by this Contract.

17. REPRESENTATIONS

A. Service Provider agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Service Provider's profession.

B. Service Provider agrees and represents that the services performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Service Provider shall designate a project manager who at all times shall represent Service Provider before City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer

employed by Service Provider, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Service Provider shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Service Provider in writing within sixty (60) calendar days of discovery. Should Service Provider fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Service Provider shall be liable for any expenses thereby incurred.

18. APPROVAL OF STAFF MEMBERS

A. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff assigned to perform the services required under this Contract. Service Provider shall notify City of any changes in Service Provider's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

19. ASSIGNMENT AND SUBCONTRACTING:

A. Except as expressly authorized herein, Service Provider's obligations under this Contract are not assignable or transferable, and Service Provider shall not subcontract any services, without the prior written approval of City. However, claims for money due or which become due to Service Provider from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Service Provider shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Service Provider.

20. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Service Provider pursuant to performance of this Contract are confidential and Service Provider agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Service Provider or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Service Provider for any damages caused by Service Provider releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

21. LIABILITY OF SERVICE PROVIDER—NEGLIGENCE

Service Provider shall be responsible for performing the services under this Contract in a manner which is consistent with the generally-accepted standards of Service Provider's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the services are to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Service Provider or its employees, agents, contractors or subcontractors.

22. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Service Provider 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 services 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 Service Provider, 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 Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Service Provider 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 Service Provider. Service Provider'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 Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

23. EVIDENCE OF INSURANCE COVERAGE

Prior to commencement of any services under this Contract, Service Provider shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

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

24. EVIDENCE OF INSURANCE COMPLIANCE

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

25. SECURITY ACCESS POLICY

Security Access Policy. Service Provider, its employers, agents, and anyone working on their behalf, shall at all times strictly comply with City's Security Access Policy, a copy of which is attached hereto and incorporated herein by reference as **Exhibit F**. Service Provider's failure to comply with this Security Access Policy shall constitute a material breach of this Contract. Service Providers shall only enter areas within City Facilities as necessary to access the refrigerators where its food will be stored. Personal deliveries arranged directly with City employees shall occur in the public reception areas within City Facilities.

26. EMPLOYMENT PRACTICES

Service Provider, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

27. UNAUTHORIZED ALIENS

Service Provider hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against City for such use of unauthorized aliens, Service Provider hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City in connection therewith.

28. LICENSES, PERMITS, AND OTHER APPROVALS

Service Provider represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Service Provider to practice its profession and perform the services described herein. Service Provider represents and warrants to City that Service Provider shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Service Provider to practice its profession at the time the services are performed.

29. RECORDS AND INSPECTION

Service Provider shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

30. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Service Provider and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Service Provider for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Service Provider and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Service Provider. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Service Provider that any such person or entity, other than City or Service Provider, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of Service Provider warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Service Provider to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

31. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Contract between City and Service Provider concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

[Signatures on the following page]

AGREED to this _____ day of _____, 20___, by the Parties as follows:
Approved to as form:

SERVICE PROVIDER

By: _____
Attorney for Service Provider

By: _____

Approved as to form:

CITY OF ELK GROVE

By: _____
Jonathan P. Hobbs, City Attorney

By: _____
Jason Behrmann, City Manager

Attest to:

By: _____
Jason Lindgren, City Clerk

Dated: _____

EXHIBIT A

Scope of Services

[TO BE INSERTED AFTER REVIEW OF RESPONSES TO THE RFP.]

EXHIBIT B

Schedule of Performance

[TO BE INSERTED AFTER REVIEW OF RESPONSES TO THE RFP.]

EXHIBIT C
Compensation and Method of Payment

[TO BE INSERTED AFTER REVIEW OF RESPONSES TO THE RFP.]

Under no circumstances shall the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Service Provider each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.

EXHIBIT D

Insurance Requirements

Prior to commencement of any work under this Contract, Service Provider 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. Service Provider 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 Service Provider maintain any programs of self-insurance, Service Provider 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 and 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 Service Provider, products and completed operations of Service Provider, and premises owned, occupied, or used by Service Provider 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 Service Provider.
- 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, Service Provider'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 Service Provider's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.

2. Automobile Liability/Garage Liability

- a. Automobile or Garage liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, 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) and shall not exclude City-owned vehicles.
- c. The limits of liability per accident shall not be less than:

Combined Single Limit	One Million Dollars (\$1,000,000)
-----------------------	-----------------------------------
- d. If general liability coverage, as required above, is provided by the Commercial General Liability form, the automobile liability policy shall include an endorsement providing automobile contractual liability.

3. Workers' Compensation:
 - a. Workers' Compensation Insurance, with coverage as required by the State of California (unless Service Provider 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. Service Provider 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 Service Provider 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 Service Provider 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 Service Provider.
 - 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 Service Provider.

4. Garage Keepers and On-Hook/Cargo:
 - a. Service Provider is responsible for physical damage loss to all vehicles in the care, custody, and/or control of Service Provider regardless of fault. Policies shall include coverage for loss resulting from transport, collision, specified perils including fire, lightning, windstorm, hail, earthquake, explosion, theft, vandalism and mischief, flood, overturn, and loss resulting from maintenance and repair of vehicles. Policies shall also include coverage for any loss occurring while vehicles are in the care, custody, and/or control of Service Provider including while being parked and/or stored in service or out of service.
 - b. Limits shall not be less than:

Per Occurrence	One Hundred Thousand Dollars (\$100,000)
Per Vehicle	One Hundred Thousand Dollars (\$100,000)
 - c. For any loss occurring while a vehicle is in the care, custody, and/or control of Service Provider regardless of fault, Service Provider shall pay to restore vehicle to its pre-loss condition at the time Service Provider 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, Service Provider 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.
 - d. Any deductibles greater than ten thousand dollars (\$10,000) must be approved 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. Service Provider 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, Service Provider 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 Service Provider'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. Service Provider 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 Service Provider 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 Service Provider under the contract.
11. Failure of the City to obtain such insurance shall in no way relieve Service Provider from any of its responsibilities under the contract.
12. The making of progress payments to Service Provider shall not be construed as relieving Service Provider or its Sub-Service Providers 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 Service Provider are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Service Provider 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 Service Provider, certifies as follows:

1. Service Provider is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Service Provider has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)

2. Should Service Provider fail to secure Workers' Compensation coverage as required by the State of California, Service Provider shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Service Provider's successors, heirs and assigns.

SERVICE PROVIDER

By: _____

Date: _____

Name: _____

Title: _____

Exhibit 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, on 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 cannot be granted unescorted access to City Facilities; other arrest history shall be evaluated.

Security privileges associated with 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 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, and that the access cards are only used by the individual who is assigned the card, there shall be no sharing of access cards.
- 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 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 of Elk Grove Employee.
- j) Service Provider agrees to reassign any employee that becomes involved in any criminal activity and retrieve the access card should the department be notified of criminal activity.
- k) Access to City Facilities will occur as set forth in the Contract, except for City holidays and as otherwise directed by the City.

Service Provider shall contact the EGPD Analyst 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 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 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.