



**Request for Proposals**

**For**

**Original Equipment Manufacturer (O.E.M.) Fleet Maintenance and Repair Services for  
City Vehicles**

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

**Proposals Due by 11:00 a.m. on February 25, 2025**

**Introduction:**

The City of Elk Grove (City) is accepting proposals from qualified Service Providers (Service Provider(s)) for Original Equipment Manufacturer (O.E.M) Fleet Maintenance and Repair Services for City Vehicles in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

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 11:00 a.m. on February 25, 2025. Proposal shall be submitted in a sealed envelope clearly marked Original Equipment Manufacturer (O.E.M) Fleet Maintenance and Repair Services for City Vehicles 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@elkgrovecity.org](mailto:cityclerk@elkgrovecity.org), with a copy to Carrie Monti, Administrative Services Supervisor, [cmonti@elkgrovecity.org](mailto:cmonti@elkgrovecity.org), prior to the deadline stated above. Submittals in pdf format. 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 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 regarding this RFP are to be directed by e-mail to: Natalie Machado, Management Analyst [nmachado@elkgrovecity.org](mailto:nmachado@elkgrovecity.org) with a copy to Carrie Monti, Administrative Services Supervisor [cmonti@elkgrovecity.org](mailto:cmonti@elkgrovecity.org). Such contact shall be for clarification purposes only. The City must receive all questions no later than **11:00 a.m. on February 10, 2025**. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the City website. Addendums and answers to submitted questions will be available via the City of Elk Grove website under "Notice" for the RFP announcement.

Proposals shall not be accepted by fax.

**Late Proposals:**

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

**Withdrawal or Modifications of Proposals:**

Any proposal may be withdrawn or modified by a written request signed by the Service Provider and received by the City Clerk prior to the final time and date for the receipt of proposals.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

**Proposal Acceptance and Rejection:**

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

**Proposal Evaluation and Award:**

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

**Disclosure of Submitted Materials:**

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

**Waiver of Irregularities:**

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

**Local Vendor Preference:**

A bid or proposal from a local vendor for commodities, equipment, and general services will be tabulated as if it were five (5%) percent below the figure actually set forth in the bid or proposal,

up to a maximum preference of Fifty Thousand and no/100th (\$50,000.00) Dollars per bid or proposal, to account for the financial advantages accruing to the City by the award of a bid to a local vendor. Bids or proposals submitted in response to this RFP will be evaluated on the basis of a local preference of five (5%) percent of the bid or proposal price.

"Local vendor" means a person or legal entity which has a place of business (other than a post office box) within the City and has a valid, current business license issued by the City. To qualify as a local vendor for the purposes of Section 3.42.230 of this Code, the vendor shall submit with its bid or proposal a completed City-provided affidavit that documents the following: 1) the business has a facility with a City of Elk Grove address, 2) the business has, during at least one (1) year immediately preceding the submission of the bid or proposal, attributed sales tax to the City of Elk Grove, and 3) the business has had a City of Elk Grove business license for at least one (1) year prior to the submission of the bid or proposal. The affidavit can be obtained by accessing the Request for Proposal and Bids section of the City website, <http://www.elkgrovecity.org/community/request-for-proposal.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 Attachment E, 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 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. As applicable, all prices quoted shall be C.I.F. (Cost, Insurance, Freight) to the destination designated by the City, freight prepaid (Service Provider pays and bears freight, insurance, and unloading charges, Service Provider owns goods in transit and must file any third-party claims for losses incurred during shipment). Each item must be listed separately. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

**No Guarantee of Usage:**

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

**Samples and Demonstrations:**

When required, the City may request full demonstrations prior to award. When such demonstrations are requested, the Service Provider shall respond promptly and arrange a

demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a proposal.

**Use of Other Governmental Contracts:**

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

**Qualification/Inspection:**

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

**Delivery:**

The successful Service Provider will supply 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 required.

**Acceptance and Conditions**

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

**Other Governmental Entities:**

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

**Federal Requirements:**

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

**Piggybacking:**

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

Bidders are requested to indicate on the Bid if they will extend the pricing, terms and conditions of an awarded contract, based on this bid, to other government agencies. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor 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.

**Payment Terms:**

Payment shall be made as set forth in the contract attached hereto as Attachment E. 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. Service Providers shall detail their preferred payment schedule and method in accordance with the Guidelines for Proposal listed below.

**Performance:**

It is the intention of the City to acquire products and services as specified herein from a Service Provider or Providers 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 products furnished must be new and unused.

**Warranties:**

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

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

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

**Service and support:**

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

**Records:**

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

**(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.

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.

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 **11:00 a.m. February 25, 2025**. 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 Original Equipment Manufacturer (O.E.M) Fleet Maintenance and Repair Services for City Vehicles and addressed to:

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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



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

2. Table of Contents

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

3. Qualifications and Experience

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

4. Work Plan

The work plan must state the Service Provider's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP. **The work plan must include a description of the offered warranty periods, terms, and limitations if any.**

5. Conflict of Interest Statement

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

6. Supportive Information/References

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

7. Pricing

Service Providers shall detail their preferred payment schedule. It is the preference of the City to receive work orders as work is completed on each vehicle and pay Service Provider for a comprehensive invoice on a monthly basis.

This section should include the cost for requested products and services outlined in the Scope of Work and must specifically itemize the fees for the services stated under the Specifications section of the Scope of Work. Service Providers are required to provide line-item descriptions

and pricing, applicable sales tax, and a total final price. No cost increases shall be passed onto the City after the proposal has been submitted. Tax is to be listed as a separate line item.

8. Delivery

Service Provider shall state they are able to comply with the service timelines set forth in Section D of 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. If already registered, Service Provider shall include a printout from the California Secretary of State' website.

10. Sale of Goods and Services Contract:

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

## **SCOPE OF WORK**

The selected Service Provider(s) will provide labor, equipment, and materials to provide maintenance for the City of Elk Grove's (City) fleet, such as trucks (light and heavy duty), electric, hybrid and alternative energy vehicles, police vehicles, and other gas-powered vehicles. The selected Service Provider must be able to provide preventative, routine, general, and emergency maintenance services for the City's fleet. Attachment D Vehicle Class Code Listing details the vehicles, class codes, and number of units below; however, the City forecasts an increase in the number of vehicles, and variations in make/models and fleet composition, and such changes do not require prior notice to the Service Provider. Any exception, including subcontracting, must be noted in the service provider's response to this RFP.

The City may select multiple responses to this RFP to enter into contract with. Service Providers may submit proposals for any or all components of this RFP.

### **About Elk Grove's Vehicle fleet**

The City's vehicle fleet consists primarily of vehicles supporting Police, Animal Services, Public Works, and Code Enforcement services. See Attachment D Vehicle Class Code Listing for vehicle types, manufacturer, model, quantity, service intervals and annual miles driven.

This RFP does not include services or parts for the City's Police motorcycles, construction equipment, specialty equipment or vehicles, heavy duty vehicles, vehicle safety lighting, replacement vehicle tires and towing services. These services are covered under separate service agreements/contracts.

### **A. Preventative Maintenance**

All City vehicles will receive regularly scheduled preventative maintenance:

- Routine oil changes – Must be in accordance with manufacturer's interval schedule or as directed by the City. Service provider is responsible for proper management and disposal of hazardous waste.
- Multipoint Inspection – Every oil change and/or repair must include a multipoint inspection, including but not limited to the items listed in Section B.
- Tire rotation – Tires must be rotated after every oil change service and the remaining depth of the tread must be indicated on the repair order.
- Brake pad/shoe life – If a brake pad/shoe life has 3mm (millimeter) remaining, replace brake pads/shoes for no additional charge.
- Windshield wipers – Must be replaced annually between July and November.

### **B. Multipoint Inspection**

The multipoint inspection to be performed at every oil service and repair shall include the following:

- **Tires** – Visually check condition and need for alignment.
- **Seat Belt** – Check operation of seat belts.

- **Windshield Wipers and Washers** – Check the condition of wiper arms and blades. Check the aim and flow of washer spray. Fill the washer reservoir as needed.
- **Window Repair/Replacement** – Check the windshield and windows for chips or cracks.
- **Fluid Levels** – Check and replenish fluid levels in transmission, differential, steering, sector or power steering pump, and master cylinder. Inspect all units for leaking and clogging.
- **Battery** – Check the condition of heatshield, hold-down clamps and cable ends, top off electrolyte level, and clean top and terminals as necessary.
- **Heater-Defroster-Air Conditioner System and Wiper Controls** – Check switches, valves, ducting doors for proper operation.
- **Exhaust System** – Visually inspect the complete exhaust system, including catalytic converter and heat-shielding. Check for broken, damaged, missing or poorly positioned parts. Inspect or open seams, holes, or any condition that could allow exhaust fumes to enter the vehicle.
- **Steering Suspension Components** – Conduct a “look” and “shake” inspection.
- **Frame/Sub-Frame and Cross Member** – Visually check for “drive-over” or vehicular damage and fatiguing.
- **Drive Shaft/U-Joints/CV Joints** – Conduct a “look” and “shake” inspection for seal leakage and joint failure.
- **Critical Components** – Check the condition of all under-hood heatshields and the routing of all hoses and wiring to ensure maximum protection from radiated exhaust heat. Inspect all coolant hoses, fuel line hoses, power steering hoses, engine accessory drive belts and other under-hood plastic or rubber components.
- **Brakes** – Inspect all brake line hoses and master cylinder for signs of leaks or damage. Inspect front brake pads, rear brake linings, wheel cylinders and parking brake cables and linkage – report estimate of remaining life of pads and shoes.
- **Cooling System** – Check coolant level and inspect system for leaks, replace fluid per manufacturers prescribed intervals.
- **Tire Repair/Headlamps/Brakes** – These shall be repaired and receive priority to minimize the time that the vehicle is out of service.
- Check shift interlock/neutral safety switch operation.

### **C. Non-Preventative Maintenance Service and Emergencies**

For all non-routine maintenance, other than emergencies, the City’s designated representative will request service by email. Service Provider must schedule the appointment within 3 business days of request being sent to Service Provider. If a City vehicle has a breakdown or is involved in an accident and must be towed, it will be towed to the Service Provider’s facility. In the event of a

breakdown or accident requiring a tow, Service Provider shall be present to accept the vehicle. Service provider is responsible for proper management and disposal of hazardous waste.

**D. Pick Up and Delivery:**

The successful Service Provider shall provide pick-up and delivery service as requested to the City 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 (included in the proposed pricing) to the City, and there shall be no minimum order required.

For routine preventative maintenance, Service Provider must pick-up vehicles within 4 business hours of the City's request and return the vehicle within three (3) to five (5) business hours after pick-up. For non-preventative maintenance service and emergencies, Service Provider must pick-up vehicles in accordance with the scheduled appointment time as noted above and return the vehicle within eight (8) to sixteen (16) hours of the appointment time. 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. All deliveries under the contract shall be accompanied with a completed work order.

**E. 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.

**F. Standards and Regulations:**

Service Provider is required to comply with all legal requirements, standards, and regulations, including, but not limited to, the following:

- 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.)

**G. 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.

**H. Parts Pricing:**

Retail pricing is defined as the total price charged for a product sold to a customer, which includes the manufacturer's cost plus a retail markup.

Percentage off from retail pricing in the proposal shall be the same for all manufacturers. The prices quoted shall be submitted on the Pricing Schedule (Attachment B) and included with the form in Section 7, Pricing of the proposal submitted. The prices quoted to the City shall be as low or lower than those charged to the Service Provider's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts. 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.

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 writing by the City's Operations Manager or designated representative. There shall be no substitutes to O.E.M. brake or safety-related components.

**I. 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. 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 Providers 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.

Contract rates stated in Service Provider's proposal shall remain fixed through June 30 of the then current contract term. Any request by Service Provider for Contract price adjustment thereafter shall be substantiated with supportive documentation correlated to the State of California Department of General Services California Construction Cost Index (CCCI), and in no case greater than 5% the existing labor and vehicle rates. Under the awarded contract, rate increases are not automatic or guaranteed, the City may elect not to use services that exceed an acceptable increase and may hold the Service Provider to a maximum 5% increase under the Contract. All rate adjustment requests must be submitted in writing to the City's Operations Manager or designated representative by a deadline set in the finalized contract.

**J. 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 goods 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 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 provider.
- d. Service Provider shall cover the cost of labor and replacement parts relating to defective or damaged parts that are installed on City vehicles.

**K. Technical Provisions:**

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

- a. The Service Provider's facility shall be a clean and safe working environment. The facility 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 the California Vehicle Code.
- c. The discount(s) quoted on the bid 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 a contract. After the award, 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 submitting a proposal. 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 Operation's Manager or designated 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 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, including warranty repairs and non-preventative maintenance. All vehicles shall be picked up within 4 business hours of City's request.
- 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 and vehicles, 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.
- o. Lube, Oil and Filter (LOF) changes shall include a minimum of the manufacturer's recommended quantity and oil weight/viscosity, oil filter, tire pressure check and all fluids topped off. A safety inspection shall be performed at no additional charge to include brake, suspension, air filter and a tire rotation (if needed). A Vehicle Report Card shall be returned with each LOF and safety inspection performed. Service Providers shall include a copy of their vehicle inspection report in their Work Plan.

**L. 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 sample contract (Attachment E, Exhibit F). 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.

**M. Facility:**

In order to qualify for the contract, the Service Provider shall have a facility within a 25-mile radius (one way) of the City's Corporation Yard Fleet Facility located at 10250 Iron Rock Way Elk Grove CA, 95624. This shall be calculated using Google Maps' shortest distance. Service Provider 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 25mile 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.

## 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.

**Attachment B  
Pricing Schedule**

Service Provider shall furnish new unused O.E.M., remanufactured O.E.M. Ford Motor Company, General Motors, Honda, Nissan, Toyota Motor Company, and other manufacturer's products as needed, and 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 multiple comprehensive award(s) for all City vehicles and equipment with a single discount structure. Service Provider agrees to furnish more or less than the estimates at the values quoted in accordance with availability of City funds and actual needs as they occur throughout the contract period.

**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	\$_____	\$_____

Parts Sub Total Item No. 1      \$\_\_\_\_\_

Sales Tax 8.75% on Item No. 1      \$\_\_\_\_\_

Labor Sub Total Item No. 2 & 3      \$\_\_\_\_\_

Proposal Total      \$\_\_\_\_\_

\*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 [ ] (Net 45 days)

**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 provide a current price schedule for parts pertaining to the work detailed in  
the Scope of Work.

**Attachment C  
Routing Form**

Utilizing Google Maps, Service Provider shall submit, as part of the Work Plan, the straight-line 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 (straight line between locations): \_\_\_\_\_

## **Attachment D Vehicle Class Code Listing**

The number of units and model years listed below are subject to change as the City's Fleet expands.

### **SEDANS**

This standard covers the City of Elk Grove's listings for 4-door, passenger automobiles. Sedans are based on interior passenger and cargo volume.

#### **1103 - Mid Size Sedan – Typical Service Interval = 6 Months or 5,000 miles**

4-door; automatic transmission; power steering; power windows; power door locks; air conditioning; cruise control; AM/FM Stereo with cassette; floor mats.

37 Units; Various Manufacturers; 2012 – 2024 Model Year

Average Annual Mileage = 10,000

#### **1903 - Police Patrol Unit – Typical Service Interval = 6 Months or 3,000 miles**

CHP Police 4-door pursuit new model year class "E" special service vehicle, in accordance with State of California, California Highway Patrol " High Speed Law Enforcement (E) class sedan specification; automatic transmission; rear wheel drive or all-wheel drive; power door locks; power windows; power steering with tilt steering wheel; two tone CHP exterior black and white color; power driver seat; cloth seats with rubber floor mats; full length reflective stripe; city police emblems.

66 Units - Ford Police Interceptor AWD SUV; 2014 - 2024 Model Year

Average Annual Mileage = 10,000

### **TRUCKS**

This standard covers the City of Elk Grove's requirements for two-wheel drive pickup truck models having a Gross Vehicle Weight Rating (GVWR) less than 10,000-lbs.

#### **2001 - Compact Pickup – Typical Service Interval = 6 Months or 5,000 miles**

Under 4,500-lbs. GVWR; extended cab; 2 wheel drive; automatic transmission; power steering; air conditioning; AM/FM Stereo; cloth seating; carpeting; floor mats; trailer tow package; additional items may include: cross bed tool box; amber rotating light; bed mat; bed cover; lumber/latter rack.

6 Units; 2008 - 2024 Model Year

Average Annual Mileage = 3,000

#### **2200 - Full Size Pickup – Typical Service Interval = 6 Months or 5,000 miles**

4,500 to 9,200-lbs. GVWR; 2 or 4-wheel drive; automatic transmission; power steering; air conditioning; AM/FM Stereo; cloth seating; trailer tow package; Additional items if needed: utility body; cross bed tool box; amber rotating light; bed mat; bed cover; lumber/ladder rack, utility crane.

45 Units; Various Manufacturers; 2011 - 2023 Model Year

Average Annual Mileage = 8,000

#### **2300 - Cab & Chassis w/Truck Body – Typical Service Interval = 6 Months or 5,000 miles**

Up to 9,200-lbs. GVWR; 2 wheel drive; automatic transmission; power steering; air conditioning; AM/FM Stereo; cloth seating; trailer tow package; Additional items if needed: utility body; lumber/ladder rack.

5 Units; Various Manufacturers; 2012 - 2021 Model Year

Average Annual Mileage = 3,000

### **SPORT UTILITY VEHICLE**

This standard covers the City of Elk Grove's requirements for 4-door, sport utility vehicles (SUV); V6 or V8 Engine. SUV's are based on interior passenger and cargo volume.

#### **1901 - 2 Wheel Drive – Typical Service Interval = 6 Months or 5,000 miles**

6,500 to 6,800-lbs. Gross Vehicle Weight; 84 to 104 Cubic Feet of Volume: 4-door automatic transmission; power steering; power windows; power door locks; air conditioning; cruise control; AM/FM Stereo; floor mats.

9 Units; Various Manufacturers; 2008 - 2023 Model Year

Average Annual Mileage = 8,000

#### **1902 - 4 Wheel Drive – Typical Service Interval = 6 Months or 5,000 miles**

Same as Class Code 1901 except the unit is 4 Wheel Drive

7 Units; Various Manufacturers; 2010 – 2024 Model Year

Average Annual Mileage = 5,000

### **VANS**

#### **Passenger and Cargo – Typical Service Interval = 6 Months or 5,000 miles**

This standard covers the City of Elk Grove's requirements for passenger and cargo van models having a Gross Vehicle Weight Rating (GVWR) less than 10,000-lbs.

#### **2106 - Mini Passenger Van – Typical Service Interval = 6 Months or 5,000 miles**

Under 4,500-lbs. Gross Vehicle Weight; approx. Maximum 7- passenger seating; automatic transmission; power steering; tilt steering wheel; power windows; power door locks; air conditioning; cruise control; AM/FM Stereo with cassette; cloth interior; carpeting; floor mats.

4 Units; Various Manufacturers, 2007 – 2023 Model Year

Average Annual Mileage = 3,000

#### **2305 - Full Size Cargo Van – Typical Service Interval = 6 Months or 5,000 miles**

Under 9,000-lbs. Gross Vehicle Weight; 2- passenger seating; automatic transmission; power steering; air conditioning; AM/FM Stereo with cassette; passenger cloth seats; rubber floor mats in lieu of carpeting; cab safety partition;

8Units; Various Manufacturers 2008-2019 Model Year

Average Annual Mileage = 4,000

### **TRAILERS**

#### **3202 – Typical Service Interval = Annual Wheel Bearing Pack/100 hrs Engine Oil Change**

1 Axle, with four cylinder engine with generator, under 12' in length.

2 – Units / Average Annual Hours = 7

**3204 – Utility – Typical Service Interval = Annual Wheel Bearing Pack**

2 axle, open bed, medium size, under 20' in length.

2 – Units

**3206 – Utility – Typical Service Interval = Annual Wheel Bearing Pack/100 hrs**

2 axle, with four cylinder engine with Water Pump, under 20' in length.

2 – Units

**3261 – Radar Trailer – Typical Service Interval = Annual Wheel Bearing Pack/Battery Inspection and Load Test**

1 axle, small in size, under 10' in length.

5 – Units

**3282 – Trailer Enclosed – Typical Service Interval = Annual Wheel Bearing Pack**

2 Axle, medium size, under 20' in length

5 - Units

**(See next page for Attachment E Sample Goods and Services Contract)**



**Attachment E**  
**Sample Sale of Goods and Services Contract**

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

---

**FOR GOODS AND SERVICES**

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

RECITALS

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

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

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

**AGREEMENT**

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

2. Purchase and Sale. Service Provider agrees to provide and Buyer agrees to accept the Goods and Services pursuant to the terms and conditions set forth in this Contract.

3. Price. Service Provider shall be paid monthly for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, at the rates set forth on Exhibit B, but in no event shall total compensation exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_), including all applicable sales tax which shall be itemized on the invoice sent to City. Said amount shall be paid upon submittal of a monthly invoice showing, as applicable, completion of the tasks that month, including the services rendered, Goods provided, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate. If Service Provider’s performance is not in

conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

4. Term. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate, at 11:59 p.m. on \_\_\_\_\_, unless earlier terminated pursuant to Section \_\_\_\_ of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Service Provider prior to the initial termination or any extended termination date.

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

6. Termination. This Contract may be terminated by City, at no additional cost to City, with or without cause, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

City may temporarily suspend this Contract, at no additional cost to City, provided that 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 herein.

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.

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

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

8. Inspection and Acceptance. The Goods and Services shall be received by Buyer subject to Buyer's reasonable inspection, testing, approval, and acceptance of the Goods and Services. If the Goods are rejected by the Buyer as nonconforming, Buyer may return the Goods to Service Provider at Service Provider's risk and expense, and the Goods shall not be replaced or repaired by Service Provider without written authorization from Buyer. If the Services are rejected

by the Buyer as nonconforming, Service Provider may cure the nonconformance at Service Provider's risk and expense within 15 calendar days' notice by City of the nonconformance. Upon written notice to Buyer that the Goods have been installed or Services completed, Buyer shall have thirty (30) calendar days to inspect and accept the Goods and Services. If Buyer does not provide written acceptance or a list of deficiencies within the thirty (30) calendar days, the Goods and Services shall be deemed accepted ("Date of Acceptance").

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

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

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

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

12. Warranties. In addition to any other warranties set forth herein, Service Provider warrants that the Goods and Services, including any component or replacement parts, furnished, manufactured or provided by Service Provider shall be free from defects in material and workmanship for life, provided that City owns the Goods. All Goods and Services with such defects shall be replaced by Service Provider at no charge to City, and all associated labor and installation expenses for defective Goods will be provided to City for three years from the effective date of this Contract. Any additional warranties provided by law, including, but not limited to, the warranty of merchantability and warranty of fitness for a particular purpose shall remain in full force and effect and inure to the benefit of Buyer. Buyer reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods.

13. Insurance. Prior to commencement of any work under this Contract, Service Provider 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
Garagekeeper's	\$100,000	\$100,000	
On Hook/Cargo	\$100,000	\$100,000	

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

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

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

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

17. Notice of Material Change in Business. In the event of a material change in Service Provider's business, written notice shall be given to Buyer of the proposed change. Buyer, in its sole discretion, may reject the proposed change. Any amendments to the Contract shall be made in compliance with Section 22 of this Contract. A material change in business must comply with all applicable laws, ordinances, codes, rules, regulations, programs, plans, and orders in the performance of this Contract.

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

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

TO SERVICE PROVIDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

21. Entire Agreement. This Contract contains the entire agreement between Buyer and Service Provider in connection with the transaction contemplated hereby and the subject matter hereof and this Contract supersedes and replaces any and all prior and contemporaneous agreements, understandings, and communications between the parties, whether oral or written, with regard to the subject matter hereof or any course of dealing, course of performance, or usage of the trade. Parol evidence shall be inadmissible to show agreement by and between Buyer or Service Provider to any term or condition contrary to or in addition to the terms and conditions contained in this Contract. Both parties acknowledge that each has not relied on any promise, representation or warranty, express or implied, not contained in this Contract.

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

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

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

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

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

All exhibits referred to in this Contract are attached hereto and incorporated herein by this reference.

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

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

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

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

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

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

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

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

**SERVICE PROVIDER**

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Service Provider'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, 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 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 SERVICE PROVIDER, products and completed operations of SERVICE PROVIDER, premises owned, occupied, or used by SERVICE PROVIDER, or automobiles leased, hired, or borrowed 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. 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 the statutory requirements.
- 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.

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). SERVICE PROVIDER'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)
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- d. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured.

4. Comprehensive and Collision / Physical Damage / Garagekeepers / On-Hook / Cargo:

- a. Service Provider is responsible for physical damage loss to all City-owned vehicles and personal property in the care, custody, and/or control of Service Provider. Policies shall include coverage for loss resulting from transport (whether on-hook or cargo), collision, specified perils including fire, lightning, windstorm, hail, earthquake, explosion, theft, vandalism and mischief, flood, and overturn.
- 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 to a City-owned vehicle while 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.
  
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-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 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 Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
  
2. Should 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, 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.