



**CITY OF ELK GROVE
CITY COUNCIL STAFF REPORT**

AGENDA TITLE: Adopt resolution authorizing the City Manager to execute a five-year contract with an optional two-year extension with Emergency Vehicle Outfitters of Elk Grove to provide installation and repair of vehicle response equipment and lighting for City owned vehicles in an amount not-to-exceed \$1.5 million

MEETING DATE: July 12, 2017

PREPARED BY: Douglas Scott, Facilities and Fleet Manager

DEPARTMENT HEAD: Brad Koehn, Director of Finance and Administrative Services

RECOMMENDED ACTION:

Staff recommends the City Council authorize the City Manager to execute a five-year contract, with an optional two-year extension, with Emergency Vehicle Outfitters of Elk Grove to provide installation and repair of vehicle response equipment and lighting for City owned vehicles in an amount not to exceed \$1.5 million.

BACKGROUND INFORMATION:

In May 2017, the City announced a Information to Bid (ITB) for a contractor to provide installation and repair of vehicle response equipment and lighting for City owned vehicles. For evaluation purposes, qualified bidders where asked to provide pricing to fully outfit one Police Patrol vehicle and one undercover police vehicle. The bid items listed and dollar amounts entered by suppliers were used as a baseline by the City for evaluation purposes only. The total contract amount not-to-exceed is established based on historical data of the current and future size of the City's vehicle fleet.

ANALYSIS:

On Thursday June 15, 2017, the City Clerk received two bids in response to the ITB:

<u>Bidder</u>	<u>Location</u>	<u>Base Bid</u>
Emergency Vehicle Outfitters	Elk Grove	\$20,175.60
Lehr Auto Electric	Sacramento	\$24,499.75

Staff determined that both bidders were responsive and responsible.

Staff found that Emergency Vehicle Outfitters to be the lowest responsive, responsible bidder, and staff recommends award of the contract to Emergency Vehicle Outfitters (See Attachment 3).

FISCAL IMPACT:

There is sufficient funding identified in the Fleet Services Fiscal Year 2017-18 operating budget accounts. Funding for future years will be programmed in the respective fiscal years' budgets.

ATTACHMENTS:

1. Resolution
2. Contract
3. Price Analysis

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE YEAR CONTRACT
WITH AN OPTIONAL TWO YEAR EXTENSION WITH EMERGENCY VEHICLE
OUTFITTERS OF ELK GROVE TO PROVIDE INSTALLATION AND REPAIR OF
VEHICLE RESPONSE EQUIPMENT AND LIGHTING FOR CITY OWNED VEHICLES
IN AN AMOUNT NOT-TO-EXCEED \$1.5 MILLION**

WHEREAS, maintenance of City owned vehicles is necessary to delivering service to the citizens of Elk Grove; and

WHEREAS, In May of 2017, the City announced a formal Invitation to Bid (ITB) for installation and repair of vehicle response equipment and lighting for City owned vehicles; and

WHEREAS, The City received two responses to the ITB – one from Emergency Vehicle Outfitters of Elk Grove and the other from Lehr Auto Electric of Sacramento; and

WHEREAS, Emergency Vehicle Outfitters of Elk Grove met all of the formal bid requirements pursuant to Elk Grove Municipal Code Section 3.42.180(a) and was found to be the lowest responsive responsible bidder; and

WHEREAS, Fleet Services has sufficient funding identified in its 2017-18 operating budget for this service.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute a five-year contract in substantially the form presented to the City Council with Emergency Vehicle Outfitters of Elk Grove with one additional two-year extension in an amount not-to-exceed \$1.5 million for new installation and repair of vehicle response equipment and lighting for City owned vehicles.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 12th day of July 2017.

STEVE LY, MAYOR of the
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK

JONATHAN P. HOBBS,
CITY ATTORNEY

**CONTRACT BETWEEN
THE CITY OF ELK GROVE
AND
EVO - EMERGENCY VEHICLE OUTFITTERS, INC.
FOR GOODS AND SERVICES**

This Contract for Goods and Services (“Contract”) is made and entered into this ____ day of _____ 2017 (“Effective Date”) by and between the City of Elk Grove, a California municipal corporation (“City” or “Buyer”), and EVO – Emergency Vehicle Outfitters, Inc., a California corporation (“Seller”).

RECITALS

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

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

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

AGREEMENT

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

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

3. Price. The Seller shall be paid monthly for the actual fees, costs and expenses for the time and materials required and expended, and approved by the City, at the rates set forth on Exhibit B, but in no event shall compensation exceed Three Hundred Thousand Dollars (\$300,000.00) per each year of the Contract and total compensation for the full five year term of the Contract shall not exceed One Million Five Hundred Thousand Dollars (1,500,000.00), which amounts include all applicable sales tax which shall be itemized on the invoice sent to City. Said amount shall be paid upon submittal of a monthly invoice showing, as applicable, completion of the tasks that month, including the services rendered, Goods provided, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate. If Seller’s performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by the City in writing.

4. Term. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate on June 30, 2022 with the option, in City's sole discretion, to extend the Contract for an additional two (2) years, unless earlier terminated pursuant to Section 6 of this Contract.

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

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

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

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

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

7. Delivery of Goods. Seller shall provide pickup, delivery, and install the Goods at the Buyer's offices located at 8400 Laguna Palms Way, Elk Grove, CA 95758, Fleet Yard at 10190 Iron Rock Way, Elk Grove, CA 95624, and Corporation Yard at 10250 Iron Rock Way, Elk Grove, CA 95624 and any facility as directed by the Facilities and Fleet Manager within the schedule set forth on Exhibit C, Schedule of Performance. The Goods shall be delivered by Seller to Buyer free of any liens or encumbrances.

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

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

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

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

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

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

13. Insurance. Prior to commencement of any work under this Contract, Seller shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in Exhibit D, which is attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability (1C) (or Garage Liability)	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary Non Contrib
Auto Liability (2C) (or Garage Liability)	\$1,000,000 Scheduled, Hired and Non-Owned		Additional Insured
Work Comp (3A) Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
GarageKeepers (9A)	\$100,000	\$100,000	None

***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.

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

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

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

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

17. Notice of Material Change in Business. In the event of a material change in Seller's business, written notice shall be given to Buyer of the proposed change. Buyer, in its sole discretion, may reject the proposed change. Any amendments to the Contract shall be made in compliance with Section 22 of this Contract. A material change in business must comply with

all applicable laws, ordinances, codes, rules, regulations, programs, plans, and orders in the performance of this Contract.

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

TO SELLER: EVO- Emergency Vehicle Outfitters, Inc.
 9858 Kent Street
 Elk Grove, CA 95624
 Telephone: (916) 685-0800
 Email: Phil@evopse.com

TO BUYER: CITY OF ELK GROVE
 Attn: Doug Scott
 8401 Laguna Palms Way
 Elk Grove, CA 95678
 Telephone: (916) 683-7111

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

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

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

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

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

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

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

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

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

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

29. Time of the Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision

hereof, particularly, and without limitation of factors contributing to the need for timely compliance of this Contract.

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

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

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

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

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

[Signatures to follow on next page]

**SELLER
EVO-EMERGENCY VEHICLE
OUTFITTERS, INC.**

Dated: _____, 2017

By:


Shafeel Hussein, President

**CITY
CITY OF ELK GROVE**

Dated: _____, 2017

By:

Laura S. Gill, City Manager

APPROVED AS TO FORM:


Jonathan P. Hobbs, City Attorney

7/6/17
Date

ATTEST:

Jason Lindgren, City Clerk

Date

EXHIBIT A
SCOPE OF WORK

Seller shall provide the City with the following services:

The Contract will encompass all repairs, services, and component product purchases of all manufacturer models of vehicles the City utilizes.

All emergency equipment listed will be mounted and wired to a wiring harness and fuse panel, all to terminate at controller/radio, etc. within the vehicle. All hardware is to be installed with a securely mounted service loop to ease future service. Seller shall install equipment per the following specifications:

Wire Harness Specifications:

All wire is to be color coded with no repeats in color on same gauges of wire. Any wiring of same color and size must be differentiated by a continuous trace of different color. All wire shall be clearly labeled to identify purpose of said wire. Wire shall be of SXL (Cross Linked Polyolefin Insulated) XLP type and meet the following specifications: Ford (M1L-85A) & Chrysler (MS-5919) wire specifications, Heat resistance rates according to SAE-J-1128 and Abrasion Resistance rating to meet or exceed MIL T-5438.

The wiring harness/fuse panel shall be modular in design. It shall include all power wires and any trigger or activation wires so that no extra wires are outside the harness. This harness shall include all under-hood wiring, strobe, back flash, rear light-kill wires, MDT pre-wire, etc. Additional labeled power wires not currently used shall be wired into the harness to facilitate future equipment upgrades. Future use power wires shall have fuse terminal locations pre-existing in the modular fuse panel.

All fuse terminal connectors shall be crimped with a Molex connector and wired to run without interruption to the hardware it controls. Butt and crimp connectors must be nylon (**not vinyl**) and usage kept to a minimum throughout the vehicle. **No push on terminals of any type, including to but not limited to Scotch-Loc or T-Tap connectors are to be used within the harness, or the completed vehicle.** Every item within the vehicle *must be individually* fused within the modular panel and any fuses over 30 amps in value shall be a maxi-fuse. Each component's wiring must be sized to handle at least 125% of that circuit capacity. All wire runs are to be within factory wiring channels, and secured every 6 inches at a minimum. Extra wiring is to be cut short; still allowing a service loop, but no bundles of wire under the carpet, dash, or trunk will be acceptable.

The Patrol Power fuse/relay panel itself must be secured to the passenger side inner fender or trunk and have the solenoid and power tamer contained within the panel. The construction material of the panel must be of a plastic composite that is rated to withstand under-hood and trunk temperatures that will be seen over the service period of the vehicle. **No fuses shall be mounted in any other location within the vehicle.** The power tamer shall be mounted within or beneath the panel so as to protect it from moisture. A single 4-gauge power wire shall be

wired directly to the battery positive terminal from the solenoid. All power wires from the modular fuse panel shall then hookup to the backside of the solenoid, which is controlled by the Power Tamer. All future use wiring in electrical harness shall be neatly contained within back of console body.

All wiring runs, equipment locations, and fuse layouts are to be identical on every unit, and a diagram must be provided with each series of vehicles built. A laminated card shall be affixed near the fuse panel and shall indicate the location and function of each fuse within the panel, including future use wiring and values.

All supplemental wiring is to be continuous runs with no cable extension other than at the hardware it is wired too. The master ground is to be an 8-gauge wire connecting from the factory ground terminal behind the passenger "B" pillar kick panel and run in to the console, terminating with a common ground bolt in the console. All grounds not wired to the common ground shall use star type lock washers at the ground end, i.e. Head light flasher, strobe power supply.

Business Requirements:

This section describes the general business requirements of the Contract:

- a. All items provided under this Contract by Seller shall be first quality products, designed for maximum service life and comply with all applicable federal, state, and local regulations including, without limitation, State of California Motor Vehicle Code.
- b. Seller shall be established in all phases of designing, installing and repairing of emergency vehicle response equipment and lighting.
- c. Seller must obtain City's prior written approval before engaging any subcontractors to perform work under this Contract.
- d. Authorized representative(s) of the City shall at anytime be permitted to inspect the Seller's facility, subcontractor's facility, and/or plant during to the term of the contract.
- e. Seller's facility, subcontractor's facility, and/or plant shall have the necessary capacity, machinery, and tools, at all times during the term of the Contract to fulfill the City's needs and requirements, as well as Seller's current workload.
- f. Seller must have sufficient space to store City product inventory and will be responsible for the quality of installation. If the installation is not acceptable to the City, the Seller shall be responsible for installing portions or the complete vehicle at no additional cost to the City.

- g. Seller shall be required to install, repair, and warranty Emergency Response Equipment at City facilities and in the field.
- h. Seller shall provide pickup and delivery service for City at no charge.
- i. Seller shall have a mobile repair vehicle during the term of the Contract to repair vehicles at City facilities. The repair vehicle shall be stocked with sufficient City product inventory for the ability to make repairs at City facilities and in the field.
- j. An installation manual containing a full detail of the buildup shall be prepared by Seller containing wire colors, component locations, wire routing methods and locations, grounding location, fastening methods, antenna locations spacing and layout, light bar spacing and affixed within each vehicle. All manuals would also contain reference pictures and manufacturer's instructions manuals and service manuals. A sample of a manual is available upon request.
- k. Seller shall at all times have in stock three (3) sets of all parts to ensure that any warranty claims and repairs that need to get returned to the factory have replacement loaners to cover the faulty parts. All warranty items must be shipped out to the factory to be serviced by Seller at Seller's expense.
- l. Seller's facility and grounds shall be secured and large enough to store new vehicles awaiting upfitting and decommissioned vehicles awaiting auction disposal.

Seller shall bear the risk of loss and assume all liability for any City vehicle while such vehicle is in the possession and control of Seller or Seller's employee, agents, and/or subcontractors.

Seller shall provide City with all manufacturer warranties on all emergency response and vehicle safety lighting equipment purchased by the City under this Contract and shall repair and/or replace equipment according to the terms of the warranties and bill the manufacturers directly for repair/replacement work.

MISCELLANEOUS:

The provisions of this Contract are non-exclusive and shall in no way prohibit the City from purchasing the same or similar products and/or services provided by Seller in this Contract from another entity

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. If feasible, Seller shall extend the pricing, terms and conditions of this contract to other government agencies. 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.

EXHIBIT B**PRICE**

Seller shall install the following equipment for each vehicle at the prices listed below:

ATTACHMENT B: PRICING PAGE**2017 FORD POLICE UTILITY INTERCEPTOR**

QTY	PART #	MANUFACTURER	DESCRIPTION	PRICE	EXTENDED PRICE
1	WA 36-2055	WESTIN	2016+ PUSH BUMPER	\$ 195.00	\$ 195.00
1	WA 36-6005FS	WESTIN	2 LIT CHNL 23.5 WIDE PB	\$ 25.00	\$ 25.00
1	SCS ERO	SUNSET COM. SYSTEMS	ENGINE RUN ON	\$ 145.00	\$ 145.00
1	FS ES100C	FEDERAL SIGNAL	DYNAMAX 100-WATT SPEAKER	\$ 135.00	\$ 135.00
1	FS ESB-U	FEDERAL SIGNAL	SPEAKER BRACKET	INCL	INCL
1	EVO SFPARTS	SHOP FABRICATION	PROGRAM STEERING WHEEL INTERFACE MOD	\$ 159.00	\$ 159.00
1	EVO SFPARTS	SHOP FABRICATION	BLACKOUT MODULE	\$ 149.99	\$ 149.99
1	EVO SFPARTS	SHOP FABRICATION	MOTO PTT COMAAT STTWR7KS	\$ 79.00	\$ 79.00
1	MO AARMN4027A	MOTOROLA	MOTO MIC FOR PTT	\$ 55.00	\$ 55.00
1	MO PMKN4033	MOTOROLA	10FT MIC RELOCATION CABLE	\$ 65.99	\$ 65.99
1	FS IPX620-BW	FEDERAL SIGNAL	BLUE/WHITE DUAL COLOR PERM LIGHT	\$ 89.00	\$ 89.00
1	FS IPX620B-RW	FEDERAL SIGNAL	IMPAXX B SERIES 620 RED/WHITE	\$ 89.00	\$ 89.00
2	SO ELUC2S010B	SOUND OFF	BLUE LED INSERT LIGHT	\$ 67.00	\$ 134.00
1	WH ULF44	WHELEN	UNIVERSAL FLASHER	\$ 58.00	\$ 58.00
2	BI MS6D-RB	BROOKING IND	RED/BLUE LED SURFACE MOUNT	\$ 58.00	\$ 116.00
1	FS MPS600U-RR	FEDERAL SIGNAL	ULTRA R/R MICROPULSE GRILL LIGHT	\$ 69.99	\$ 69.99
1	FS MPS600U-BB	FEDERAL SIGNAL	ULTRA B/B MICROPULSE GRILL LIGHT	\$ 69.99	\$ 69.99
1	EVO SFPARTS	SHOP FABRICATION	TWIN INTAKE/EXHAUST FAN SET	\$ 55.00	\$ 55.00
1	HS C-TTP-INUT-200	HAVIS SHIELD	2013-2017 FORD UTY CARGO PLATE	\$ 305.00	\$ 305.00
1	HS C-TTP-INUT-2	HAVIS SHIELD	FOLP UP EQUP TRAY	\$ 165.00	\$ 165.00
1	SE WK0040ITU12	SETINA	REAR WINDOW GUARD STEEL HORIZONTAL	\$ 255.00	\$ 255.00
1	BI BR-930W	BROOKING IND	3 PORT CLA W/O SWITCH	\$ 17.00	\$ 17.00
1	TP AC-INBGH	TROY PRODUCTS	4" INTERNAL BEVERAGE HOLDER	\$ 35.00	\$ 35.00

1	TP CM-UMNT-SA-CF30	TROY PRODUCTS	DOCKING STATION FOR CF-30	\$ 235.00	\$ 235.00
1	TP AC-ARM-LP-90	TROY PRODUCTS	ARM REST	\$ 85.00	\$ 85.00
1	TP FDUV-MNT	TROY PRODUCTS	HEAVY DUTY FLOOR MOUNT	INCL	INCL
1	TP CC-BPD-15	TROY PRODUCTS	15 INCH CONSOLE	\$ 265.00	\$ 265.00
1	FS LF12TSB-LED	FEDERAL SIGNAL	12" ON/OFF SWITCH CONTROL WIRED BASED	\$ 55.00	\$ 55.00
4	SO ELUC2S010W	SOUND OFF	WHITE LED LIGHT	\$ 65.00	\$ 260.00
	SO ELUC2S010R	SOUND OFF	RED LED LIGHT – REAR DOME	\$ 65.00	\$ 65.00
2	WH LINZ6C	WHELEN	PERIMETER LIGHTS WHITE	\$ 59.00	\$ 118.00
2	TS 78815	TESCO	STANDARD NMO RG58 CONNECTOR	-	INCL
1	SL 22052	STREAM LIGHT	CHG SLEEVE	\$ 12.00	\$ 12.00
1	SL 22050	STREAM LIGHT	CHG CORD – FLASH LIGHT	\$ 9.00	\$ 9.00
1	BS 5026	BLUE SEA	FUSE BLOCK 12 CIRCUIT W/GROUND	\$ 29.00	\$ 29.00
1	MISC. SUPPLIES		SHOP SUPPLIES – FUSE & WIRINGS	\$ 299.00	\$ 299.00
1	CH 24059	COLE HERSEE	80AMP SOLENOID CONT DUTY	\$ 15.00	\$ 15.00
1	SCS ET60	SUNSET COM. SYSTEMS	60 MINUTE TIMER	\$ 20.00	\$ 20.00
1	TP WG-FDUV-D/P	TROY PRODUCTS	WINDOW GUARD SET – DRIVER AND PASS	\$ 165.00	\$ 165.00
1	TP DP-FDUV-D/P	TROY PRODUCTS	DOOR PANEL SET DRIVER/PASSEN	\$ 160.00	\$ 160.00
1	TP SG-DUAL-SGAR	TROY PRODUCTS	DUAL UNIVERSAL GUN RACK	\$ 173.10	\$ 173.10
1	SC 6-2	SANTA CRUZ	GEN 2 UNV GUN LOCK W/#2 KEY	\$ 117.00	\$ 117.00
1	TP KP-FDUV-SS-N	TROY PRODUCTS	KICK PANEL FORD UTILITY PARTITION	INCL	-
1	TP US-SS-TROY9	TROY PRODUCTS	STASH-N-STOW PANEL -SLID WIN- HOR BAR	\$ 575.00	\$ 575.00
1	TP 2-SAB-FDUV	TROY PRODUCTS	PARTITION MOUNT KIT FOR UTILITY	INCL	INCL
1	PTS PX42	PRISONER TRANSPORT SYS.	PX COMBO SCREEN WOS BELT	\$ 831.00	\$ 831.00
1	PTS PLEXI	PRISONER TRANSPORT SYS.	REAR PARTITION PLEXI	INCL	INCL
1	SE GK0068E	SETINA	SINGLE T-RAIL BLAC RACK SYSTEM	\$ 495.00	\$ 495.00
1	RUBBER HORSE MAT	CUT TO FIT CARGO FLOOR	RUBBER HORSE MAT	\$ 95.00	\$ 95.00
1	FIRE EXT. HOLDER	6-INCH BY 12-INCH PVC	FAB PARTS FIRE EXTINGUSHER TUBE	\$ 45.00	\$ 45.00
1	EVO SFPARTS	SHOP FABRICATION	SLOPED STOCK PLATE CUSTOM	\$ 65.00	\$ 65.00
1	ETS BRACKET & ANT	ELECTRONIC TRAKING SYS.	ETS BRACKET, CABLING AND ANTENNAS	-	-

1	FS VALR44S-CAL2	FEDERAL SIGNAL	44" DUAL COLOR LIGHT BAR	\$ 1,600.00	\$ 1,600.00
1	FS 795H-EXT-P	FEDERAL SIGNAL	EXT MNT OPTICOM W.HOUSING PASS SIDE	\$ 1,195.00	\$ 1,195.00
1	FS SSP3000B	FEDERAL SIGNAL	SMART SIREN PLATINUM 3000	\$ 800.00	\$ 800.00
1	PMT AS7.D900.100	PREMIER MONTING TECH.	DELL RUGGED DOCKING STATION UNV	\$ 735.00	\$ 735.00
1	LABOR		UPFIT LABOR TO INSTALL ABOVE COMPONETS		\$ 2,900.00

QTY	INSTALL LABOR	CITY SUPPLIED COMPONENT INSTALL LABOR	
1	LABOR	INSTALL WATCH-GUARD CAMERA SYSTEM	INCLUDED
1	LABOR	INSTALL DELL RUGGED DOCKING STATION	INCLUDED
1	LABOR	INSTALL ELECTRONIC TRACKING SYSTEM	INCLUDED
1	LABOR	INSTALL LO JACK VEHICLE TRACKING SYSTEM	INCLUDED
			SUB TOTAL \$ 13,885.06
			STATE SALES TAX ON PARTS 7.75% \$ 1,076.09
			CATEGORY A TOTAL BUILD \$ 14,961.15

ATTACHMENT B: PRICING PAGE CONTINUED

2013 TOYOTA VENZA

QTY	PART #	MANUFACTURER	DESCRIPT	PRICE	EXTENDED PRICE
1	FS 650007	FEDERAL SIGNAL	SIREN AND LIGHT CONTROLLER TITLE 13	\$ 310.56	\$ 310.56
1	SO ELUC2S010D	SOUND OFF	RED/WHITE INSERT LIGHT – FRONT FOG	\$ 65.00	\$ 65.00
1	SO ELUC2S010E	SOUND OFF	BLUE WHITE INSERT LIGHT – FRONT FOG	\$ 65.00	\$ 65.00
1	FS MPS600-RR	FEDERAL SIGNAL	R/R MICROPULSE GRILL LIGHT	\$ 75.00	\$ 75.00
1	FS MPS600-BB	FEDERAL SIGNAL	B/B MICROPULSE GRILL LIGHT	\$ 75.00	\$ 75.00
2	SO ELUC2S010B	SOUND OFF	BLUE LED INSERT LIGHT – REAR STROBE	\$ 65.00	\$ 130.00
4	SO ELUC2S010R	SOUND OFF	RED LED LIGHT – REAR AND HEAD DOME	\$ 65.00	\$ 260.00
1	SO ELUC2S010W	SOUND OFF	WHITE LED LIGHT – HATCH DOME	\$ 75.00	\$ 75.00
1	SO ENFSGS1B	SOUND OFF	NFORCE – DECK/GRILL MOUNT BLUE	\$ 95.00	\$ 95.00
1	SO ENFSGS1R	SOUND OFF	NFROCE – DECK/GRILL MOUNT RED	\$ 95.00	\$ 95.00
2	SO PNLFSLWDSSS	SOUND OFF	SINGLE WINDSHIELD SHROUD FOR NFORCE	\$ 35.00	\$ 70.00
1	SO ETSS100N	SOUND OFF	100N SERIES COM-SPEAKER W/MOUNTING	\$ 125.00	\$ 125.00
1	MISC. SUPPLIES		SHOP SUPPLIES – FUSE & WIRINGS	\$ 199.00	\$ 199.00
1	MO NHM1090C	MOTOROLA	MOTOROLA MPTT MICROPHONE	\$ 69.00	\$ 69.00
1	IVE SOPARTS	MOTOROLA	MO PTTKIT565	\$ 355.00	\$ 355.00
1	DEI 435L	DIRECTED ELECT. IND.	BASIC ALARM W/SHOCK & STR KILL/PWR LOCK	\$ 95.00	\$ 95.00
1	DEI 7145V	DIRECTED ELECT. IND.	EXTRA REMOTE	\$ 35.00	\$ 35.00
1	BS 5025	BLUE SEA	6 CIRCUIT BREAKER W/GROUND/COVER	\$ 30.00	\$ 30.00
1	SCS ET60	SUNSET COMM SERVICES	60 MINUTE TIMER	\$ 15.00	\$ 15.00
1	BCI 153050-ST	COOPER BUSSMAN	50 AMP CIRCUIT BREAKERS	\$ 25.00	\$ 25.00
1	TS 461666	TESCO	INSIDE GLASS ANTENNA	\$ 28.00	\$ 28.00
1	CH 24059	COLE HERSEE	80A SOLENOID CONT. DUTY	\$ 13.00	\$ 13.00
1	PASS/DRIVER/REAR		WINDOW TINTING – 70%	\$ 210.00	\$ 210.00
2	WH IONJ	WHELEN	SPLIT RED/BLUE W/BLK HOUSING ION	\$ 75.00	\$ 150.00
1	LABOR		UPFIT LABOR TO INSTALL ABOVE COMPONETS		\$ 1,850.00
			SUB TOTAL	\$	4,514.56
			STATE SALES TAX ON PARTS @ 7.75%	\$	349.88
			CATEGORY B TOTAL BUILD ESTIMATE	\$	4,864.44

CATEGORY A BUILD ESTIMATE	\$	14,961.16
PER VEHICLE LABOR TO STRIP OUT ALL COMPONENTS AND REMOVE DECALS FROM CATEGORY A & B VEHICLES	\$	350.00
TOTAL BID	\$	20,175.60
HOURLY SHOP LABOR RATE FOR FABRICATION, TROUBLESHOOTING AND REPAIR FOR TERM OF CONTRACT	\$	68.75
PERCENTAGE OF WHOLESALE PARTS MARKUP FOR TERM OF CONTRACT		10%

EXHIBIT C
SCHEDULE OF PERFORMANCE

Seller shall complete all repairs and related services requested by the City in no longer than forty-eight hours following City's written request.

Seller shall respond to all repair requests in not longer than four (4) hours from any request by City and immediately make the necessary repair.

Seller shall provide written time line for new vehicle or transfer of vehicle equipment prior to work commencing to City representative.

EXHIBIT D
INSURANCE REQUIREMENTS

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein:

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

Each occurrence:	One Million Dollars (\$1,000,000)
Products & Completed Operations:	One Million Dollars (\$1,000,000)
Personal & Advertising Injury:	One Million Dollars (\$1,000,000)
 - e. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the each occurrence limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.

2. Automobile Liability or Garage Liability:
 - a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of hired, and non-owned automobiles.
 - b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 8, and 9 (hired, and non-owned) 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)
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 - 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. Worker's Compensation

- a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employers Liability coverage. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
- b. Employer's Liability Coverage shall not be less than the statutory requirements.
- c. If an injury occurs to any employee of the Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant.
- d. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Consultant.

4. Garage Keepers:

- a. Consultant is responsible for physical damage loss to all City-owned vehicles in the care, custody, and/or control of Consultant regardless of fault. Policies shall include coverage for loss resulting from 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 Consultant 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, Consultant shall pay to restore damaged vehicle to its pre-loss condition. A vehicle's pre-loss condition shall be determined by the City. Should the cost to restore a damaged vehicle, minus its salvage value exceed its replacement value, Consultant shall pay to the City its replacement value minus its salvage value. Salvage value shall be determined by the City.

5. Other Insurance Provisions: The general liability and automobile liability, or Garage Liability, coverages shall contain the following provisions and

endorsements:

- a. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the Consultant on a separate endorsement acceptable to the City.
 - b. Coverage shall contain a provision or endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.
 - c. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
 - d. Provision or endorsement stating that for any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
 - e. Any failure to comply with reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect Consultant's requirement to provide coverage to the City, its officers, officials, employees, agents or volunteers.
6. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII**.
 7. 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.
 8. The Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At anytime at the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
 9. The City, 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.
 10. The Consultant shall serve the City notice, in writing by certified mail, within 2

days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.

11. If the Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.
12. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.
13. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
14. 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.
15. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

EXHIBIT E

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

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

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

SELLER

By: 

Date: 07/05/2017

Name: Chafec Hussein

Title: President

ATTACHMENT 3

Installation and Repair of Vehicle Response Equipment and Safety Lighting
Bid Evaluation

June 19, 2017

Business	Emergency Vehicle Outfitters	Lehr Auto Electric	
Address	9858 Kent Street	4707 Northgate Blvd	
City/State	Elk Grove CA, 95624	Sacramento CA. 95843	
Contact	Shafeel Hussein	Jim Stommel	
Phone	(916) 685-0800	(916) 646-6626	
Email Address	phil@evopse.com	jim@lehrauto.com	
Total Bid Price	\$20,175.60	\$24,499.75	
Local Vendor Preference	-\$1,008.78	N/A	
Bid Evaluation Price	<table border="1"><tr><td>\$19,166.82</td></tr></table>	\$19,166.82	\$24,499.75
\$19,166.82			

Douglas Scott
Facilities and Fleet Manager
916-627-3443