

# **CITY OF ELK GROVE**



## **Invitation to Bid**

**For**

**NEW TIRES FOR PASSENGER VEHICLES, LIGHT DUTY TRUCKS, EMERGENCY RESPONSE VEHICLES AND PROVIDE TIRE SERVICES INCLUDING ROAD SERVICES**

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

**Bids Due by 2:00 PM, May 20, 2021**

**Introduction:**

The City of Elk Grove (City) is accepting Bids from qualified Suppliers (Supplier(s)) for passenger vehicles, light duty trucks, emergency response vehicles and to provide tire services including road services in accordance with the included specifications, terms, and conditions shown in this Invitation to Bid (ITB). Prospective respondents are advised to read this information over carefully prior to submitting a Bid.

One (1) signed Bid and One (1) USB Flash Drive copy of the Bid shall be submitted to the Office of the City Clerk no later than **2:00 PM Thursday, May 20, 2021**. Any Bids received after the time specified shall be returned unopened. Bids shall be submitted in a sealed envelope clearly marked **“New Tires for Passenger Vehicles, Light Duty Trucks, Emergency Response Vehicles and Tire Services Including Road Services”** and addressed to:

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

Questions regarding this ITB are to be directed by e-mail to: Douglas Scott, Fleet and Facilities Manager, [dscott@elkgrovecity.org](mailto:dscott@elkgrovecity.org). Such contact shall be for clarification purposes only. The City must receive all questions no later than **5:00 PM Monday May 17, 2021**. Material changes, if any, to the scope of work or Bid procedures shall only be transmitted by written addendum and posted to the City web site. Addendums and answers to submitted questions will be available via the City of Elk Grove’s website under “Notice” for the Bid announcement.

Bids shall not be accepted by fax or electronically.

**Late Bids:**

Bids arriving after the specified date and time shall not be considered, nor will late Bids be opened. Each Supplier assumes responsibility for timely submission of its Bid.

**Withdrawal or Modifications of Bids:**

Any Bid may be withdrawn or modified by a written request signed by the Supplier and received by the City Clerk prior to the final time and date for the receipt of Bids. Once the deadline is past, Suppliers are obligated to fulfill the terms of their Bid.

**Bid Acceptance and Rejection:**

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

**Bid Evaluation and Award:**

A contract may be awarded to the responsible Supplier with the lowest responsive Bid taking into consideration price and adherence to the included specifications, except as otherwise provided by the Elk Grove Municipal Code. The City shall enter into an agreement with the successful Supplier for the specified good and/or commodities. A contract may be awarded to the next lowest responsible Supplier if the successful Supplier refuses or fails to execute the contract. Bid results will be posted on the City’s website under Proposals/Bids, Bid Results. Nothing herein shall obligate the City to award a contract to any of the responding Suppliers.

**Register with the California Secretary of State:**

Unless Supplier is a sole proprietorship, Supplier 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 Supplier 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 Supplier. Additional information regarding the registration process may be found on the Secretary of State’s website at: <https://businesssearch.sos.ca.gov/>.

**Disclosure of Submitted Materials:**

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

**Waiver of Irregularities:**

The City retains the right, in its sole discretion, to waive any irregularities in Bids that do not comply with the strict requirements of this ITB, and the City reserves the right to award a contract to a Supplier submitting any such non-compliant Bid, 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 ITB will be evaluated on the basis of a local preference of five (5%) percent of the bid or proposal price.

"Local vendor" means a person or legal entity which has a place of business (other than a post office box) within the City and has a valid, current business license issued by the City. To qualify as a local vendor for the purposes of Section 3.42.230 of this Code, the vendor shall submit with its bid or proposal a completed City-provided affidavit that documents the following: 1) the business has a facility with a City of Elk Grove address, 2) the business has, during at least one (1) year immediately preceding the submission of the bid or proposal, attributed sales tax to the City of Elk Grove, and 3) the business has had a City of Elk Grove business license for at least one (1) year prior to the submission of the bid or proposal. The affidavit can be obtained by accessing the Request for Bid and Bids section of the City web site, <http://www.elkgrovecity.org/community/request-for-Bid.asp>.

**Security Access Policy:**

The work to be completed under this ITB 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 B). The prospective Supplier, 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 Supplier 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 Supplier 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:**

Suppliers 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 Bid has been submitted. All prices quoted shall be C.I.F. (Cost, Insurance, Freight) to the destination designated by the City, freight prepaid (Supplier pays and bears freight, insurance and unloading charges; Supplier 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 ITB with any other business with the City; each Bid must stand on its own.

**No Guarantee of Usage:**

Any quantities listed in this ITB are estimated or projected and are provided for tabulation and information purposes only. No guarantee of quantities is given or implied by the City. Supplier 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 Supplier 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 Bid.

**Use of Other Governmental Contracts:**

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

**Piggybacking:**

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

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 bidder agrees to this provision, participating agencies may enter into a contract with the successful bidder for the purchase of the service and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City. Minor changes in terms and conditions may be negotiated by participating agencies during the term and following the award of the contract. Any such contract shall be entirely independent and separate from the City and City shall have no obligation relating to any third party contract.

**Qualification/Inspection:**

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

**Delivery:**

The successful Supplier will supply goods/commodities in compliance with the provisions of the contract and provisions of this ITB at the addresses listed below.

**Delivery Address:**

City of Elk Grove	City of Elk Grove	City of Elk Grove
City Hall	Fleet Facility	Corporation Yard
8401 Laguna Palms Way	10190 Iron Rock Way	10250 Iron Rock Way
Elk Grove, CA. 95758	Elk Grove, CA 95624	Elk Grove, CA 95624

**Acceptance and Conditions**

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

**Other Governmental Entities:**

If the Supplier is awarded a contract as a result of this ITB, the Supplier shall, if the Supplier has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the goods/commodities awarded in accordance with the terms and conditions of the ITB.

**Federal Requirements:**

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

**Payment Terms:**

Payment shall be made as set forth in the Contract attached hereto as Attachment B. In submitting Bids under these specifications, Suppliers should take into account all discounts, both trade and time, allowed in accordance with the payment terms.

**Performance:**

It is the intention of the City to acquire goods/commodities as specified herein from a Supplier 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 five years, 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, Supplier or the City proposes changes to the goods/commodities provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Supplier 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 ITB all goods/commodities furnished must be new and unused.

**Warranties:**

The Supplier 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 Bid.**

The awarded Supplier, as the contracting party, shall be considered primarily responsible to the City for all warranty service, parts, and labor applicable to the goods/commodities provided by Supplier irrespective of whether Supplier is an agent, broker, fabricator, or manufacturer's dealer. Supplier 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. Supplier may establish a service contract with a local agency satisfactory to the City, to meet this obligation if Supplier does not ordinarily provide warranty service. All such non-contractor warranty service, parts, and labor must be clearly identified in the Bid.

**Substitution:**

If Supplier 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 Bid. The sample must be readily identified with the manufacturer's name and model number or order number, along with the

Supplier's name and phone number. All substitutions must be proposed as options and clearly identified as a substitution.

**Guarantee of Continuity and Availability Products:**

Unless the manufacturer discontinues the goods/commodities, all goods/commodities specified by the Supplier in their Bid 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 Suppliers shall explain how all on-going service and support shall be handled by the Supplier and the City of Elk Grove.

**Records:**

The Supplier shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by City that relates to the delivery of goods/commodities under the contract. The Supplier shall maintain adequate records of goods/commodities delivered in sufficient detail to permit an evaluation of services and goods/commodities. 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 Supplier 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 Bid)**

## Guidelines for Bid

The following guidelines are provided for standardizing the preparation and submission of Bids. 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 ITB 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 ITB, and should not contain redundancies and conflicting statements.

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

One (1) signed Bid and one (1) USB Flash Drive copy of the Bid shall be submitted to the Office of the City Clerk no later than **2:00 PM Thursday, May 20, 2021**. Any Bids received after the time specified shall be returned unopened. Bids shall be submitted in a sealed envelope clearly marked "New Tires for Passenger Vehicles, Light Duty Trucks, Emergency Response Vehicles and Provide Tire Services Including Road Services" and addressed to:

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

Bids shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Douglas Scott  
Fleet and Facilities Manager  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758

The letter shall include the Supplier's name submitting the Bid, their mailing address, telephone number, and contact name. The letter shall address the Supplier's understanding of the project based on this ITB and any other information the Supplier has gathered. Include a statement discussing the Supplier'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 Supplier shall insert a comprehensive table of contents denoting sections three through nine of the Bid as indicated below.

3. Qualifications and Experience

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

4. Work Plan

The work plan must state the Supplier's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this ITB. 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 ITB. **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 Supplier that might create a conflict of interest for the Supplier 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 Supplier's qualifications.

7. Pricing

This section should include the cost for requested goods/commodities outlined in the Scope of Work and must specifically itemize the costs for the goods/commodities listed under the Specifications section of the Scope of Work. Suppliers 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 Bid has been submitted. Tax is to be listed as a separate line item.

8. Delivery

Indicate the approximate date of delivery to the City (or how long it will take for the goods to be delivered after City places an order), at the specified address as listed in the ITB.

9. Secretary of State

Supplier shall acknowledge their understanding of needing to be registered with the California Secretary of State as noted in the ITB language above.

10. Sale of Goods and Services Contract:

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

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability (or Garage Liability)	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary Non Contrib
Auto Liability (or Garage Liability)	\$1,000,000 Scheduled, Hired and Non-Owned		Additional Insured
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Garagekeepers	\$100,000	\$100,000	Deductible \$5k or less

\*\*\***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable. This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.**

**(See next page for Scope of Work)**

## SCOPE OF WORK

### Scope:

The intent of these provisions is to describe the specifications and the City's need for new replacement tires for passenger cars, light duty trucks, pursuit tires for emergency response vehicles and tire services including road services, repairs, and related items for various equipment owned and/or operated by the City.

### Pick Up and Delivery:

The successful bidder shall provide pick-up and delivery service as requested to the City at: (1) City Hall located at 8401 Laguna Palms Way, (2) Fleet Facility located at 10190 Iron Rock Way, (3) Corporation Yard located at 10250 Iron Rock Way, and/or (4) other sites as required by the City. Pick up and deliveries shall be free of charge to the City, and there shall be no minimum order required.

All deliveries under the contract shall be accompanied with an invoice. All invoices shall include the Supplier's name, the City's purchase order number, the date of order, an itemized list of the materials furnished, including quantity, unit price and extension of each item, less applicable discount(s). A receipt shall be given to City personnel for items that are being picked up and removed from City premises.

### Facility:

The Supplier shall have a facility within the boundaries of the City of Elk Grove to handle all tire removal, repair and installation. The Supplier shall be established, maintain sufficient inventory of tires utilized by the City, and be open at a minimum between the hours of 7:00 AM and 5:00 PM, Monday thru Saturday, to adequately support the City's fleet of vehicles and equipment. Sub-contracting for these services shall not be accepted without the prior written consent of the City at City's sole discretion.

### Manufacturing, Material and Design Practices:

The Supplier shall provide tires from manufacturers who utilize material and design practices that are the best available in the industry for the conditions which items will be subjected to. All items provided shall conform in strength, quality of material, and workmanship, to recognized industry standards.

### Business Requirements:

The Supplier shall comply with the following requirements:

- a. All tires provided shall be new first quality tubeless type, unless otherwise specified, and shall be equal to Pirelli, Cooper, Goodyear, Bridgestone/Firestone, Continental/General, Hankook, Michelin and Toyo. Tires supplied shall meet or exceed current (at the time the goods are supplied) federal specifications as amended, and all California Department of Transportation Tire Regulations and Safety Standards, as applicable, including Title 13, California Code of Regulations and the California Vehicle Code. All pursuit tires that are bid and provided shall be approved by the California Highway Patrol and be listed on their approved products list. Pursuit tires must also be approved by the Elk Grove Police Department for use on their police vehicles before they will be accepted for use in the City's fleet. The brand, product code, load index and speed rating of the tires the bidder shall supply must be specified on the bid sheet. Failure to list the product code shall result in the bid being deemed nonresponsive.
- b. Tires supplied shall not be of a discontinued tread design and shall not be more than six (6) months old from the date of shipment from the manufacturer. Tires supplied shall be guaranteed against defects in workmanship and materials for the life of the tread. Adjustments for tire failures shall be made on a prorated basis, based on the tread remaining and predicated on the City's original cost of the failed tire.
- c. If the Supplier does not have the required tire(s) in stock, and the City's need is immediate, the Supplier shall obtain the required tire(s) from other local tire dealer(s). There shall be no additional charge for this service. If the tires are on back order from the manufacturer, the Supplier shall be responsible for supplying documentation to the City from the manufacturer stating that the tire(s) are on backorder. Supplier shall also be required to

substitute another tire of the same size with similar tread design and same load range of equal or better quality, at the same price as the unavailable product. If the successful Supplier does not have the required tires on a regular basis, and/or frequently obtains tires from other dealers, the City may determine that the Supplier does not “maintain adequate stock” and terminate the contract.

- d. Supplier shall be an established tire supply vendor and experienced in all phases of dismounting/mounting and balancing of passenger, truck and implement tires.
- e. Authorized representative(s) of the City of Elk Grove shall be permitted, by Supplier, to inspect the Supplier’s facility and any subcontractor’s facility and plant prior to the award of any contract. After the award of the contract, authorized representative(s) of the City shall be permitted to inspect the Supplier’s facility and any subcontractor’s facility and plant on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved. If recurring problems persist, the contract may be terminated.
- f. The Supplier’s facility, and any subcontractor’s facility and/or plant shall have the necessary capacity, machinery and tools at the time of bid opening to fulfill the City’s needs and requirements, as well as Supplier’s current workload. The Supplier shall demonstrate that it has the ability and capacity to meet the City’s needs and requirements at the time of bid opening. The Supplier shall also have the capability to sustain its current workload and the additional workload of the City at the time of bid opening.
- g. During the course of the contract, the Supplier shall provide only the manufacturer’s brand(s) of tires bid. Except as provided herein, no substitutions shall be allowed unless approved in writing by the Facilities and Fleet Manager. Unauthorized substitutions shall be grounds for immediate termination of the contract.
- h. Supplier shall provide the City with a copy of their most recent new tire brochure or documentation that shows tire products and tread designs for items bid.
- i. Bid items are listed for evaluation purposes only. The items and quantities listed on the bid sheet are based on past usage. At the City’s sole discretion, some tread patterns and quantities may increase or decrease due to operational changes within the City of Elk Grove.

**Repairs and Services:**

The Supplier’s response to the ITB shall address repair and services under the following specifications. This section describes incidental repairs and services to tires only.

- a. Flat tires shall be patched/repared, using industry accepted practices, typically cleaning and filling the hole and patching the area on the inside surface of the tire. No tire shall be repaired with a “plug” or a “string” type repair method. Pursuit tires for law enforcement use shall not be repaired.
- b. Mounting and dismounting of tires from the wheel or to the wheel shall be done using industry accepted and safe practices.
- c. Removing and replacing wheel and tire assembly on City owned vehicles. Cost shall be single price regardless of the tire position (inner or outer). All wheel nuts must be torqued to the manufacturer’s recommended torque specification. The torque specification shall be noted on the Supplier’s work order.
- d. Balancing shall be done off vehicle on dynamic balancer.
- e. Emergency road service shall be defined as a call out for tire repair or services within the greater Sacramento area that requires response within one (1) hour or less from the time of placing the call.

**Key Controls / Security:**

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

**(See next page for Attachments)**

# ATTACHMENTS

## Attachment A: Pricing Schedule

CITY OF ELK GROVE  
ELK GROVE, CALIFORNIA

### BIDDING SHEET FOR NEW TIRES FOR PASSENGER CARS, LIGHT DUTY TRUCKS, EMERGENCY RESPONSE VEHICLES AND TIRE SERVICES INCLUDING ROAD SERVICES

Note: No substitution shall be allowed unless approved in writing by the Facility and Fleet Manager. City makes no representation or guarantee to purchase the quantities stated herein, and Bidder's shall be prepared to offer the materials quoted regardless of quantity ordered.

#### SECTION A PARTS PRICING

Item No.	Qty	Description	Brand & Product Code	Unit Price	Extension
1.	16	P195/65R-15 91H		\$	\$
2.	16	P215/60R-16 95V		\$	\$
3.	16	P215/65R-16 102H		\$	\$
4.	16	P225/60R-16 97V		\$	\$
5.	16	P215/65R-17 99H		\$	\$
6.	12	P235/60R-17 102T		\$	\$
7.	12	P235/65R-17 104H		\$	\$
8.	12	P265/60R-17 108V		\$	\$
9.	12	P225/60R-18 100V		\$	\$
10.	12	P245/60R-18 104H		\$	\$
11.	16	P215/50R-17 94V		\$	\$

12.	16	P225/50R-17 94V	\$	\$
13.	16	P215/55R-17 94V	\$	\$
14.	12	P235/55ZR-17 101W	\$	\$
15.	24	P235/55ZR-17 98W	\$	\$
16.	24	P245/55ZR-18 103W	\$	\$
17.	24	P225/45R-17 91V	\$	\$
18.	12	P245/45R-18 96W	\$	\$
19.	8	LT225/75R-16 10 PLY	\$	\$
20.	8	LT245/75R-16 10 PLY	\$	\$
21.	8	LT245/75R-17 10 PLY	\$	\$
22.	16	P235/70R-16 106S	\$	\$
23.	150	P255/60-18 112V	\$	\$
24.	16	P265/70R-16 112T	\$	\$
25.	16	P245/70R-17 110T	\$	\$
26.	12	P265/70R-17 115T	\$	\$
27.	12	P265/70R-18 116T	\$	\$
28.	8	LT265/70R17 10 PLY	\$	\$
29.	10	ST205/75R-14 8 PLY	\$	\$

30.	10	ST20575R-15 8 PLY	\$	\$
31.	8	ST205/75D-15 6 PLY	\$	\$
32.	250	Passenger Valve Stem	\$	\$
Section A Parts Pricing Sub Total				\$
Applicable State Sales Tax @ 7.75%				\$
Section A Parts Pricing Total				\$

**SECTION B LABOR PRICING**

Item No.		Description		Unit Price
33.	250	Dismount and Mount Tire from and to wheel max size of 19.5"		\$
34.	250	State Tire Fee per Tire		\$
35.	60	Flat Repair		\$
36.	20	Emergency Road Service		\$
37.	250	Tire Balance up to 19.5"		\$
38.	250	State Tire Fee per Tire		\$
Section B Labor Pricing Total				\$

**SECTION C TOTAL PRICING**

Section A Parts Pricing Total	\$ _____
Section B Labor Pricing Total	\$ _____
<b>TOTAL BID</b>	<b>\$ _____</b>

**“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 [ ]

**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.

Responding Supplier

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Business Phone Number \_\_\_\_\_

Signed By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

**(See next page for Attachment B: Sample of Goods and Services Contract)**

**Attachment B: Sample Sale of Goods and Services Contract**

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

---

**FOR GOODS AND SERVICES**

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

**RECITALS**

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

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

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

**AGREEMENT**

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

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

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

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

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

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

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

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

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

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

8. Security Access Policy. Contractor, its employers, agents, and anyone working on their behalf, shall at all times strictly comply with Buyer's Security Access Policy, a copy of which is attached hereto and incorporated herein by reference as Exhibit F. Contractor's failure to comply with this Security Access Policy shall constitute a material breach of this Contract.

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

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

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

11. 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.

12. 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 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. 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.

13. Warranties. In addition to any other warranties set forth herein, Seller warrants that the Goods and Services, including any component or replacement parts, furnished, manufactured or provided by Seller shall be free from defects in material and workmanship for life, provided that City owns the Goods. All Goods and Services with such defects shall be replaced by Seller at no charge to City, and all associated labor and installation expenses for defective Goods will be provided to City for three years from the effective date of this Contract. Any additional warranties provided by law, including, but not limited to, the warranty of merchantability and warranty of

fitness for a particular purpose shall remain in full force and effect and inure to the benefit of Buyer. Buyer reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods.

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

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability (or Garage Liability)	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary Non Contrib
Auto Liability (or Garage Liability)	\$1,000,000 Scheduled, Hired and Non-Owned		Additional Insured
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Garagekeepers	\$100,000	\$100,000	Deductible \$5k or less

**\*\*\*Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.**

**This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.**

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

15. Evidence of Insurance 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

TO SELLER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

21. 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.

22. 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.

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

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

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

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

**SELLER**

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

By: \_\_\_\_\_  
Seller's Name, Title

**CITY**

CITY OF ELK GROVE

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

By: \_\_\_\_\_  
Jason Behrmann, City Manager

APPROVED AS TO FORM:

---

Jonathan P. Hobbs, City Attorney                      Date

ATTEST:

---

Jason Lindgren, City Clerk                              Date

**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT B**

**PRICE**

**EXHIBIT C**  
**SCHEDULE OF PERFORMANCE**

## **EXHIBIT D**

### **INSURANCE REQUIREMENTS**

Prior to commencement of any work under this Contract, Seller shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Seller shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits, and fulfillment of self-insured retentions.

#### **General Liability:**

- a. Comprehensive general 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)
  - Products & Completed Operations: One Million Dollars (\$1,000,000)
  - Aggregate: One Million Dollars (\$1,000,000)
- e. 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 the Seller.

#### **Automobile Liability:**

- f. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of operation, maintenance, or use of hired and non-owned automobiles.
- g. 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.
- h. The limits of liability per accident shall not be less than:
  - Combined Single Limit One Million Dollars  
(\$1,000,000)

#### **Worker's Compensation**

- i. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Seller is a qualified self-insurer with the State of California), and Employers Liability coverage. The Seller shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
- j. Employer's Liability Coverage shall not be less than One Million Dollars (\$1,000,000).

- k. If an injury occurs to any employee of the Seller for which the employee or the employee's dependents, in the event of the employee's 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 Seller under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Seller.
- l. 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 the Seller.

**Garage Keepers**

- m. SELLER is responsible for physical damage loss to all City-owned vehicles and personal property in the care, custody, and/or control of SELLER. Policies shall include coverage for loss resulting from transport, collision, specified perils including fire, lightning, windstorm, hail, earthquake, explosion, theft, vandalism and mischief, flood, and overturn.
- n. Limits shall not be less than:

Per Occurrence	One Hundred Thousand Dollars (\$100,000)
Per Vehicle	One Hundred Thousand Dollars (\$100,000)

- o. For any loss occurring to a City-owned vehicle while in the care, custody, and/or control of SELLER regardless of fault, SELLER shall pay to restore vehicle to its pre-loss condition at the time SELLER assumed the care, custody, and/or control of the vehicle. Should the cost to restore a damaged vehicle, minus its salvage value, exceed its replacement value, SELLER shall pay to the City its replacement value minus its salvage value. Should the City's vehicle insurer determine, by the insurer's definition, that a vehicle is a total loss, SELLER shall pay to the City its replacement value minus its salvage value. A vehicle's pre-loss condition, salvage value, and replacement value shall be determined by the City.

**Other Insurance Provisions: The general liability coverage shall contain the following provisions and endorsements:**

- p. 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 the Seller, products and completed operations of the Seller, premises owned, occupied, or used by the Seller, or automobiles leased, hired, or borrowed by the Seller on a separate endorsement acceptable to the City.

- q. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
- r. Provision or endorsement stating that for any claims related to this contract, the Seller's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of the Seller's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.

**Acceptability of Insurers: Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.**

**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.**

**The Seller shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Seller agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.**

**The City, due to unforeseen risk or exhaustion, failure, or dilution of Seller's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.**

**The Seller shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.**

**If the Seller fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Seller under the contract.**

**Failure of the City to obtain such insurance shall in no way relieve the Seller from any of its responsibilities under the contract.**

**The making of progress payments to the Seller shall not be construed as relieving the Seller 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.**

**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.**

**The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Seller are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Seller under the Contract.**

**EXHIBIT E**

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

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

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

SELLER

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT F

### SECURITY ACCESS POLICY

Seller and all their employees or subcontractors who shall undertake work to be performed under this Contract shall be required to complete a security and criminal history check. The Elk Grove Police Department (“EGPD”) will conduct two “Live Scan” fingerprint checks, free of charge, on a Seller that will access City Facilities. “Live Scan” is a system that completes a criminal history inquiry by checking local, state and national databases. The EGPD will be provided with a list of any arrests and convictions that have been made. From that date forward the EGPD will be notified of any subsequent arrests. Any individual with a felony arrest cannot be granted unescorted access to City Facilities; other arrest history shall be evaluated. Security privileges associated with the access to City Facilities is dependent upon which area(s) of the building Seller 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, Seller shall be required to agree to the following:

- a) Seller agrees to assign a primary employee(s) to complete job tasks at City Facilities whenever possible.
- b) Seller and their employees and/or subcontractors agree to wear the assigned visitor lanyard attached to access card whenever on the premise.
- c) Seller 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 Seller at the rate charged to the EGPD. The current rate is \$54.00 but is subject to change.
- e) Seller 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) Seller agrees to notify the City within 24 hours of when an employee has severed employment. Seller shall retrieve the key card from that employee’s possession and return it to the City within 48 hours.
- g) Seller shall follow the directions provided by City staff while on the premises.
- h) Seller 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) Seller agrees access cards are the property of the City of Elk Grove and must immediately surrendered upon request by a City of Elk Grove Employee.
- j) Seller agrees to reassign any employee that becomes involved in any criminal activity and retrieve the access card should the department be notified of criminal activity.
- k) Access to City Facilities will occur **FILL IN ACCESS DATES AND TIMES** except for City holidays.

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

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