

CITY OF ELK GROVE



Request for Proposals

For

Dry Cleaning Services for Elk Grove Police Department

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

Proposals Due by March 10, 2022 at 4 PM

Introduction:

The City of Elk Grove (City) is accepting proposals from qualified Service Providers (Service Provider(s)) for Dry Cleaning Services for Elk Grove Police Department in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

The Proposal must be submitted to the Office of the City Clerk by March 10, 2022 at 4 PM. Proposals may either be submitted in hard copy or electronic format pursuant to the following. Proposals shall not be accepted by fax.

- *Submissions in hard copy* shall be submitted to the Office of the City Clerk at the following address. The submittal shall include one signed hard copy and one PDF copy on USB Flash Drive. Proposals must be submitted in a sealed envelope and clearly marked "Dry Cleaning Services".

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

- *Submission in electronic copy* shall be submitted electronically in pdf form, and e-mailed to City Clerk Jason Lindgren at jlindgren@elkgrovecity.org, with a copy to Tamara Lopez, Sr. Administrative Analyst at tlopez@elkgrovepd.org, prior to the deadline stated above. Submittals in PDF format must be fully Americans with Disabilities Act (ADA) compliant. Large files may be sent using a cloud-based system such as Dropbox. Service Providers shall be responsible for ensuring that Proposals submitted electronically are received by the City Clerk prior to the deadline. Proposals that are not received prior to the deadline shall not be considered by the City, even if the late submission is due to a technical or other error, including, without limitation, the City's inability to open or access the electronic file. If the proposing Service Provider does not receive a confirmation from the City Clerk that the Proposal has been received, Service Provider should assume the transmission failed and either resubmit or arrange for another method of delivery. Service Providers are also encouraged to contact the City Clerk to confirm receipt of their Proposal prior to the deadline.

Questions regarding this RFP are to be directed by e-mail to: Tamara Lopez, Sr. Administrative Analyst at tlopez@elkgrovepd.org. Such contact shall be for clarification purposes only. The City must receive all questions no later than February 25, 2022. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the City web site. Addendums and answers to submitted questions will be available via the City of Elk Grove web site under "Notice" for the RFP announcement.

Late Proposals:

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

Withdrawal or Modifications of Proposals:

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

Proposal Acceptance and Rejection:

The City reserves the right to accept any proposal, reject any and all proposals, and to call for new

proposals or dispense with the proposal process in accordance with the Elk Grove Municipal Code.

Proposal Evaluation and Award:

Evaluation shall be made based on the criteria noted in Attachment B: Evaluation and Selection Criteria. A contract may be awarded to the responsible Service Provider who best meets the City's needs by demonstrating the competence, and qualifications necessary for the satisfactory performance of the required services, shall not necessarily be based on the lowest priced proposal, but shall be based on a determination of which services offered serve the best interest of the City, except as otherwise provided by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible Service Provider if the successful Service Provider refuses or fails to execute the contract. All Service Providers that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding Service Provider. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

Register with the California Secretary of State:

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

Disclosure of Submitted Materials:

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

Waiver of Irregularities:

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

Local Vendor Preference:

A bid or proposal from a local vendor for commodities, equipment, and general services will be tabulated as if it were five (5%) percent below the figure actually set forth in the bid or proposal, up to a maximum preference of Fifty Thousand and no/100th (\$50,000.00) Dollars per bid or proposal, to account for the financial advantages accruing to the City by the award of a bid to a local vendor. Bids or proposals submitted in response to this RFP will be evaluated on the basis of a local preference of five (5%) percent of the bid or proposal price.

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

Security Access Policy:

The work to be completed under this RFP requires access to City facilities and therefore is subject

to the City's Security Access Policy, which is attached to the City's standard contract (see Attachment C). The prospective Service Provider, including its employees, subcontractors, agents and anyone working on their behalf that will access City facilities, must submit to a background check which shall include Live Scan electronic fingerprinting. This background check must be completed before the Service Provider will receive a Notice to Proceed. The Elk Grove Police Department shall review the background check and may deny access to any individual in its discretion as it deems necessary for the security of City facilities and personnel. A contract shall not be awarded to any Service Provider that is unable to complete the scope of work as a result of denied access under the City's Security Access Policy.

Validity of Pricing:

Service Providers are required to provide a fee structure including the hourly rate of the principals to be assigned to the matter, and proposed cost (line item descriptions and pricing), and expense reimbursements levels, and total costs. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

No Guarantee of Usage:

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

Demonstrations:

When required, the City may request full demonstrations prior to award. When such demonstrations are requested, the Service Provider shall respond promptly and arrange a demonstration at a convenient location. Failure to a demonstration as specified by the City may result in rejection of a proposal.

Use of Other Governmental Contracts:

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

Qualification/Inspection:

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

Acceptance and Conditions

The services rendered in response to the RFP must comply fully with the terms of the RFP. The City will make payment only after the services rendered are reviewed and accepted as complete by the City.

Other Governmental Entities:

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

Payment Terms:

Payment shall be made as set forth in the contract attached hereto as Attachment C. In submitting proposals under these specifications, Service Providers should take into account all discounts, both trade and time, allowed in accordance with the payment terms.

Performance:

It is the intention of the City to acquire services as specified herein from a Service Provider that will give prompt and convenient service.

Term of Contract:

The term of the contract will be for a specific period of time, commencing upon execution. The City anticipates the contract to be for a term of three years with one three-year extension, at the option of the City. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

Amendments:

If, in the course of the performance of the contract, Service Provider or the City proposes changes to the services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Service Provider or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, an amendment to the Contract will be approved by all parties for the change to be implemented. An amendment shall not render ineffective or invalidate any unaffected portions of the Contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

Service and support:

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

Records:

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

(See next page for Guidelines for Proposal)

Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP and should not contain redundancies and conflicting statements.

Written Proposals: Signed original 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.

Digital submissions shall include PDF bookmarks for each section with an easy to read font size and style.

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Tamara Lopez
Senior Administrative Analyst
City of Elk Grove
8400 Laguna Palms Way
Elk Grove, CA 95758

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

2. Table of Contents

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

3. Qualifications and Experience

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

4. Work Plan

The work plan must state the Service Provider's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

5. Conflict of Interest Statement

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

6. Supportive Information/References

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

7. Fees

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

8. Secretary of State

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

9. Services Contract:

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

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$500,000	\$500,000	Additional Insured Waiver of Subrogation
Automobile Liability	\$1,000,000 ("hired and non-owned")		Additional Insured
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation

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

(See next page for Scope of Work)

SCOPE OF WORK

1. **Background:** The Elk Grove Police Department has approximately 151 sworn and 25 non-sworn personnel mandated to wear assigned uniforms that require dry cleaning. The Department is seeking a dry-cleaning Service Provider with proven experience and excellent customer service. The Department has utilized dry-cleaning services since its inception, and it is important that there be consistent, reliable service.
2. **Objectives:** Dry cleaning service shall be performed and completed within 5 calendar days of receipt of the articles. Service Provider shall provide dry cleaning service for police uniforms which include, pants, shirts (long and short sleeve), jackets, coveralls/jumpsuits, and all other items listed on Attachment A: Pricing Schedule.
3. **Requirements:**
 - a. Service provider shall provide twice per week pick-up and delivery service at 10190 Iron Rock Way, Elk Grove CA 95624 and once per week pick-up and delivery service at 8380 Laguna Palms Way, Elk Grove CA 95758.
 - b. Service Provider shall maintain a daily log of the dry-cleaning services provided to the Elk Grove Police Department and that log shall contain the following information:
 - i. Date article(s) to be cleaned were received by Service Provider.
 - ii. Name of police personnel delivering articles to be cleaned (for those items dropped off directly at the Service Provider by the employee(s)).
 - iii. Brief description of each article received.
 - iv. Quantity of each article received.
 - v. Service price of each article received.
 - vi. Date article(s) are delivered by Service Provider to the City.
 - vii. Signature of police personnel picking up the articles once cleaned (for those items picked up directly from the Service Provider by the officer(s)).
 - c. Pick-up and delivery service shall be billed at a flat, monthly rate. The number of articles picked up and delivered each week will not alter the monthly rate for the delivery service.
 - d. All missing and damaged articles shall be replaced at the expense of the Service Provider, at the cost of the City to replace or repair the item(s). Service Provider shall reimburse the City within 30 days of notification of loss or damage. Service Provider shall not reimburse such damage to City by way of credit or offset to dry cleaning services provided.
 - e. Articles that have not been properly cleaned shall be returned to Service Provider and shall be properly cleaned at no extra charge to City. Service Provider must be capable of cleaning soiled items of clothing (including, without limitation, items soiled with blood, grease or grime) and will do so at no extra charge. Service Provider must be capable of handling articles that may be soiled with biological materials (e.g., blood) and shall handle those materials in accordance with the law relative to safety and health.
4. **Billing:** Service Provider shall provide a monthly invoice that shall include:
 - a. Total for each article cleaned
 - b. Rate for each article
 - c. Extended total for each article
 - d. Final dollar total for all articles
 - e. Flat rate delivery charge
5. **Estimated Volumes:** Each officer is provided one (1) uniform cleaning each week. A "uniform" consists of one pant and one shirt or two clothing items. Based on current dry-cleaning usage, it is estimated that there will be 600 articles (pants, shirts, and coverall/jumpsuits) cleaned each month. Jackets are not worn regularly; therefore, cleaning is estimated to be less frequent at approximately ten (10) jackets each month.

(See next page for Attachments)

ATTACHMENTS

Attachment A: Pricing Schedule

Item	Cost per Item
Pants	
Shirt – Long Sleeve	
Shirt – Short Sleeve	
Jacket	
Coverall/Jumpsuit	
Tablecloth	
Polo Shirt	
Safety Vest	
Ballistic Vest Cover	
Tie	
Hat	
Pick-up and Delivery Service (flat monthly rate)	

Attachment B: Evaluation and Selection Criteria

Evaluation Criteria

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

Firms Qualifications, Experience, and References: Experience in performing work of a closely similar nature and size; experience working with public agencies; strength, stability, experience, and technical competence; assessment by client references.

Qualifications and Experience of Personnel and Staffing: Qualifications and experience of proposed personnel for requested services.

Work Plan: Depth of Consultants understanding of City's requirements; overall quality and logic of work plan.

Quality and Responsiveness of the Proposal: Completeness of response in accordance with the RFP instructions.

Rates and Fees: Reasonableness and competitiveness of the rates and fees proposed; adequacy of data in support of figures quoted, basis on which rates and fees are quoted.

Review and Selection Process

Staff will evaluate the merits of the proposals received in accordance with the evaluation factors stated in this RFP and formulate a recommendation. For each evaluation criteria, proposals will be evaluated on their relative strengths, deficiencies, and weaknesses.

Attachment C: Sample Services Contract

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

FOR SERVICES

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

RECITALS

A. Seller proposes to provide to City services to _____ (“Services”), a more detailed description of the Services is described in Exhibit A, which is attached hereto and incorporated by reference; and,

B. City agrees to accept 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 & 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 City agrees to accept the Services pursuant to the terms and conditions set forth in this Contract.

3. Price. The Seller shall be paid monthly as set forth in Exhibit B, “Price,” attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by the City, but in no event shall total compensation under this Contract exceed _____ (\$_____), including all applicable sales tax which shall be itemized on the invoice sent to City, without City’s prior written approval. 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 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. Termination. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

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.

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 Services received and accepted by the City.

6. 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.

7. Indemnification. To the fullest extent permitted by law, Seller shall defend, indemnify, protect, and hold harmless the Buyer and its employees, officers, contractors 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 from 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, Seller shall remain obligated to defend, indemnify, and hold harmless the City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. Seller shall defend, indemnify and hold harmless Buyer, and its officers, employees, contractors 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.

8. 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 C, which is attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$500,000	\$500,000	Additional Insured Waiver of Subrogation
Automobile Liability	\$1,000,000 ("hired and non-owned")		Additional Insured
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation

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

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

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

9. 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.

10. 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.

11. 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.

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

13. 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.

14. 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, postage prepaid, addressed to the parties as set forth below with next-business-day delivery guaranteed:

TO SELLER:

Attn: _____

TO BUYER:

CITY OF ELK GROVE

Attn: _____

8401 Laguna Palms Way

Elk Grove, CA 95678

Telephone: (916) _____

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.

15. 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.

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

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

18. 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.

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 Sacramento, California, by affixing their signatures below, and this Contract shall be deemed effective as of the date on which each of the parties execute this Contract as indicated by the dates below. In the event that the parties do not execute this Contract on the same date, the effective date of this Contract shall be the latest date on which one of the parties executes this Contract.

“SELLER”

Dated: _____, 20__

By: _____
Seller's Name, Title

“CITY”
CITY OF ELK GROVE

Dated: _____, 20__

By: _____
Jason Behrmann, Interim City Manager

APPROVED AS TO FORM:

Jonathan P. Hobbs, City Attorney Date

ATTEST:

Jason Lindgren, City Clerk Date

EXHIBIT A
DESCRIPTION OF SERVICES

EXHIBIT B

PRICE

EXHIBIT C

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. Consultant 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.

1. General Liability:
 - a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury, property damage, and personal & advertising injury 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:	Five Hundred Thousand Dollars (\$500,000)
Aggregate:	Five Hundred Thousand Dollars (\$500,000)
 - 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 Consultant.
2. Automobile Liability:
 - a. 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.
 - 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:
 - d. Combined Single Limit One Million Dollars (\$1,000,000)
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 One Million Dollars (\$1,000,000).
 - c. If an injury occurs to any employee of the Consultant 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 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 officials, employees, agents, and authorized volunteers for losses arising from work performed by the Consultant.
4. Other Insurance Provisions: The general liability and auto liability coverage shall contain the following provisions and endorsements:
 - a. 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 Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles leased, hired, or borrowed by the Consultant on a separate endorsement acceptable to the City.
 - b. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
 - c. Provision or endorsement stating that for any claims related to this contract, the Consultant'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 Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
 5. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
 6. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
 7. 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 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.
 8. The City, due to unforeseen risk or exhaustion, failure, or dilution of Consultant's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.

9. 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.
10. 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.
11. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.
12. 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.
13. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
14. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by 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 D

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

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

1. Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant 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 Consultant's successors, heirs and assigns.

CONSULTANT

By: _____

Date: _____

Name: _____

Title: _____

EXHIBIT F

SECURITY ACCESS POLICY

Consultant 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 Consultant 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 Consultant 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, Consultant shall be required to agree to the following:

- a) Consultant agrees to assign a primary employee(s) to complete job tasks at City Facilities whenever possible.
- b) Consultant and their employees and/or subcontractors agree to wear the assigned visitor lanyard attached to access card whenever on the premise.
- c) Consultant 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 Consultant at the rate charged to the EGPD. The current rate is \$54.00 but is subject to change.
- e) Consultant 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) Consultant agrees to notify the City within 24 hours of when an employee has severed employment. Consultant shall retrieve the key card from that employee’s possession and return it to the City within 48 hours.
- g) Consultant shall follow the directions provided by City staff while on the premises.
- h) Consultant 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) Consultant 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) Consultant 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.

Consultant 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. Consultant and their employees shall be required to bring photo identification. A photograph for the access card will be taken. Consultant will be contacted when to pick up access cards.

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