Request for Proposals

Fleet Maintenance Services

February 16, 2021

Contents

1. Introduction……...page 3

2. Time schedule……..page 3

3. Instruction for proposal……..…….page 4

4. Selection criteria……..page 4

5. Terms and condition……page 6

6. Compensation……..page 7

7. License requirement……..….....page 7

8. Scope of service (Exhibit 1)……..…page 8

9. Operation procedures (Exhibit 2)……page 11

10. Proposal forms (Exhibit 3)……..…….….....page 15

11. Cost and conditions……page 22

12. List of vehicles (Exhibit 4)…….....page 23

13. Sample contract (Exhibit 5)..……page 25

14. Insurance requirements (Exhibit A)……...page 31

15. Policy against discrimination, harassment and retaliation (Exhibit B)…….page 34

1. INTRODUCTION:

The City of East Palo Alto ("City") is soliciting proposals from qualified firms to provide vehicle maintenance and repair services, including all labor, parts and material necessary for the various classifications, types and makes/models of vehicles. Please note that this would not be an exclusive maintenance contract. A list of existing city vehicles is attached herein. The number, make/model and composition of vehicles may change without prior notice. The selection will be based on overall price, services, performance and reliability of the VENDORS.

- The City of East Palo Alto, incorporated in 1983, is the newest city in San Mateo County with a population of approximately 30,545 people. East Palo Alto is one of California's most vibrant and diverse communities located in the San Francisco Peninsula and nestled within the heart of Silicon Valley. East Palo Alto is centrally located to international travel and is a central location to major neighboring tech companies and employers. Priding itself on its unique and multi-cultural community, East Palo Alto consists of youthful, diverse, and hard-working individuals.
- The City of East Palo Alto operates under a Council/Manager form of government. Its mission is to provide responsive, respectful, and efficient public services to enhance the quality of life and safety for its multi-cultural community. The City fiscal year begins on July 1 and ends on June 30. City Hall is located at 2415 University Avenue., East Palo Alto, CA 94303.
- The City has approximately 110 full-time equivalent employees. FY 2020-21 budgeted revenues total approximately $42 million; of which approximately $30 million is General Fund revenue. The City maintains 35 separate funds, and provides police, public works, maintenance, community development, affordable housing, and limited community program services. Water and solid waste utilities service, public safety dispatch, vehicle-related ticket processing, information technology, and animal control services are provided through contractual agreements with other governmental or private entities.

2. TIME SCHEDULE:

It is the City's intent to follow the following process and timetable, resulting in the selection of a VENDOR. At the City's discretion, it may change the estimated dates and the process set forth below as it deems necessary including but not limited to interviews.

City issues RFP.	02-16-2021
Deadline for VENDORS to submit questions/clarification request in writing to City by 4:00 pm.	03-08-2021
Deadline for City to respond to written questions to all parties receiving RFP.	03-26-2021
Deadline for Submittal of Proposals 4:00 pm.	04-06-2021
Award of Contract by East Palo Alto City Council	05-18-2021
Contract start date	07-01-2021

3. INSTRUCTION FOR PROPOSERS:

A. All proposals must be addressed to:

City of East Palo Alto
Walfred Solorzano, City Clerk
2415 University Avenue
East Palo Alto, CA 94303
(650) 853-3127

B. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: "Fleet Maintenance Services". The name and address of the VENDORS must be shown on the face of the envelope.

C. All proposals must be received by 4:00 pm on Tuesday, April 06, 2021. Proposals will not be accepted after this deadline. Three (3) copies of the proposal must be enclosed in the sealed envelope. No facsimile, electronic or telephone proposals will be accepted.

D. Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

E. The City Clerk or City representative will notify proposers that have been preliminarily selected near or on the date indicated in the above time schedule.

F. Proposal Submittal (using the forms in Exhibit 3):
   i. A proposed outline of tasks, products, and a project schedule including the hours required to complete each task or product.

   ii. A proposed budget based on the above outline of task, products and schedules.
   iii. Provide three (3) commercial fleet maintenance client references within the last five (5) years who are willing to validate the VENDORS past performance on contracts of a similar size and scope.

4. SELECTION CRITERIA AND EVALUATION PROCESS:

The project's core implementation team, comprised of City staff, will be responsible for the bid evaluations. This team, in accordance with the criteria listed below, will evaluate all proposals received as specified. The City team members, in applying the major criteria to the proposals, may consider additional criteria beyond those listed.

The final selection will be the firm which, in the City's option, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The skill and ability of entity performing the service is a key component of the selection criteria. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of City.

The City maintains the sole and exclusive right to evaluate the merits of the proposals received. The City will consider the ability, capacity, skill, character, integrity, reputation, judgment, and expertise in the award of the project. Cost will be only one factor in determining the selection, and as such, the contract might not be awarded to the lowest responsible Proposer.

The City will undertake the following evaluation process:

- The City will review and evaluate all submitted documents received in response to the RFP.

- After the submittals are evaluated and ranked, the City, at its sole discretion, may elect to interview one or more respondents. Please note that respondents may be asked to submit additional documentation. In addition, the City reserves the right to select a proposal without conducting interviews. Submittals which meet the criteria required will be primarily ranked based upon the hourly billing rate provided and cost of materials.

- Once a proposer is selected based upon qualifications, meeting proposal criteria, and cost efficiency, staff will make a recommendation to the City Council. Final selection and authority to proceed with these services shall be at the sole discretion of the City Council.

CRITERIA	**WEIGHT GIVEN**
1. Responsiveness of the written proposal to the purpose and scope of service, completeness and clarity of all required information and any supplemental information provided by the VENDOR that will demonstrate the quality of services.	40 POINTS
2. Price.	50 POINTS
3. Ability, experience, financial resources and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work, location, the character, integrity, reputation, judgment and efficiency of the VENDOR.	10 POINTS
TOTAL CRITERIA WEIGHT	100 POINTS

Each proposal will be independently evaluated on Criteria 1 through 3.

5. TERMS AND CONDITIONS:

A. The term of the Contract shall be for a period of five (5) years beginning July 1, 2021 and ending June 30, 2026. The contract may be extended by the City, at its sole discretion, for an additional two (2) years. The City's decision to exercise its options will be based upon satisfactory performance of fleet maintenance services. The City reserves the right and the VENDOR agrees to allow the City the option to renew, at the City's sole discretion, for up to one (1) additional two-year (2) period. The unit price of the Contract will be adjusted each year using the California Consumer Price Index, All Urban Consumers, as published by the United States Department of Labor, Bureau of Labor Statistics for the San Francisco-Oakland-San Jose Metropolitan Statistical Area (CPI-U).

B. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

C. The City reserves the right to request clarification of information submitted, and to request additional information from any VENDOR.

D. The City reserves the right to award any contract to the next most qualified VENDOR, if the successful VENDOR does not execute a contract within fifteen (15) days after contract award.

E. The City reserves the right to award all or a portion of the required services to more than one qualified VENDOR at the City's sole discretion.

F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A sample contract is attached as Exhibit 5 for informational purposes, but the City may modify this contract to suit the specific services and needs of the City. If a VENDOR has any exceptions to the terms of the sample contract, these must be submitted for consideration with the proposal. Otherwise, the VENDOR will be deemed to have accepted the form of the Agreement.

G. The City will not consider changes to its indemnification and insurance, the requirements of which are set forth in the Sample Agreement attached as Exhibit 5.

H. After preliminary selection and prior to contract award, the City will meet with the VENDOR to review procedures for invoicing, payment, reporting, if any, and monitoring contract performance.

I. The VENDOR should expect to schedule semi-annual meetings with designated City staff to review service performance.

K. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to this RFP.

L. The City reserves the right to perform unannounced site visits and interview staff and management prior to selection to determine, among other things if needed:
   a. Customer service responsiveness;
   b. Shop organization and operation efficiency; and
   c. Response time.

6. COMPENSATION:

A. Present detailed information the VENDOR'S proposed fee schedule for the specifications proposed and for any variation for the non-routine services, inclusive of San Mateo County sales tax and any other applicable governmental charges.

B. Provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to that classification.

C. Payment by the City for the services will only be made after the services have been performed and accepted by authorized City representatives. The City requires that all its VENDORS have a Department of Treasury Internal Revenue Service Form W-9 on file with the City to accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the City as described in Exhibit 1 under Repair Order. Monthly statements shall be submitted by the 30th of each month with a listing of all Repair Order Numbers, cost, and date identified. Payment will be made thirty (30) days after receipt of monthly statement. Discount periods must be extended if the billing invoice is returned for credit or correction.

7. LICENSE REQUIREMENT:

VENDOR must be licensed in the State of California with a valid Bureau of Automotive Repair license to perform the services included in this RFP.

Exhibit 1
SCOPE OF SERVICE

GENERAL PROVISIONS:

The successful VENDOR must be able to perform general and preventive maintenance and routine repair services on vehicles and equipment including, but not limited to, brakes, tires, suspension, heat/air conditioning systems, electrical systems, engine, etc. The City's preference is for the VENDOR to have the ability to perform all required services. However, work may be subcontracted. When subcontractors are used, the VENDOR is responsible for performance of the work including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

This Request for Proposal is divided into vehicle manufacturers, service items and sub-items to allow the award of more than one contract, if it is deemed to be in the City's best interest.

The VENDOR must have the ability to provide required preventive maintenance and repair service listed in Item E (below) for the fleet listed on Exhibit 4. Any exception including subcontracting must be noted in the response.

A. Preventive Maintenance

- The City's vehicles are routinely driven in short distances; frequent start/stop; and long idle periods.
- The attached Schedule A outlines preventive maintenance requirements due to the use conditions.
- The average annual usage is normally around 10,000 miles for Public Works trucks and 16,000 miles for Police patrol vehicles.

B. Repairs and Maintenance

- Provide service/repairs to all common mechanical and electrical systems as needed.
- Must have annual Government Fleet Smog Check Program on site.

C. Transport of Vehicles for Service

- Provide pick-up and delivery vehicle from city facilities and other locations within city limits, including the following:
    - Maintenance Corporation Yard: 150 Tara Rd., East Palo Alto, CA;
    - East Palo Alto Police Department: 141 Demeter St., East Palo Alto, CA; and
    - Community and Economic Development: 1960 Tate St., East Palo Alto, CA.
- For vehicles which are not drivable, additional towing charges may be billed upon approval from authorized City staff.

D. Conditions on Required Service

- Priority four (4) hour turn-around on all Police Department and Parking Enforcement vehicles. When a prior appointment has been made for routine maintenance, the turn-around time should be between three to five (3-5) hours. If prior appointments were not made, the turn around time should be six to eight (6-8) hours on routine repair, including brake repairs.
- Provide adequate inventory on special parts to ensure minimum turn-around time on non-routine repairs.

E. Repair Order Content and Procedure

- The VENDOR shall provide Repair Orders for all services provided, which contain the following information:
    - Repair estimates with anticipated work to be performed, estimated completion time, and estimated cost signed by the City staff upon pick-up/drop-off. A confirming copy with final cost shall be mailed to City upon completion, and a billing copy shall be sent to the City with the monthly statement.
    - Actual work/cost above written estimate requires City approval prior to work start.
    - Authorization of work by designated City employee or designee is required for all repair orders.
- Individual vehicle charges shall be submitted on separate repair orders for each service visit.
- The repair order must include the following:
    - Date work performed;
    - Vehicle and/or license number, make and model;
    - Vehicle mileage at time of service and/or repair
    - Date in, date out, and time completed;
    - Detail type of service, hours, material used, and cost associated with each;
    - Any subcontracted repair orders must contain the same information and shall be attached to the repair order.
- The VENDOR guarantees and warrants that all material furnished and all services performed will be free from defects in material and workmanship and will be warranted by VENDOR for a minimum of 120 days, 4,000 miles, or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance. The VENDOR shall remedy all such defects at his/her own expense within one (1) working day after notification by the City.
- Warranty and subcontracted repair orders need to be provided by the VENDOR. The VENDOR shall be the primary contractor; however, subcontractors may be used by the VENDOR. The VENDOR assumes responsibility for the work of its subcontractors. The charges for such services to the City shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is less.

Schedule A: Preventive Maintenance Schedule

		Service				
		Service A	Service B	Service C	Service D	Service E
		4 month	8 month	12 month	24 month	48 month
	Service	4000 miles	8000 miles	12000 miles	30000 miles	60000 miles
1	Change Engine Oil	x	x	x	x	x
2	Change Engine Oil Filter	x	x	x	x	x
3	Check Air Filter Condition	x	x	x	x	x
4	Check and Adjust Drive Belts	x	x	x	x	x
5	Check Battery Electrolyte Level, Add Water As Needed; Clean And Tighten Terminals	x	x	x	x	x
6	Check Brake Fluid Level	x	x	x	x	x
7	Check Brake Pads, Shoes, Hoses	x	x	x	x	x
8	Check Breather Condition	x	x	x	x	x
9	Check Drive Tran Fluid Levels (Transmission, Transfer case, Differential)	x	x	x	x	x
10	Check Engine Compartment Fluid Levels, Add As Needed	x	x	x	x	x
11	Check Engine Cooling System, Hoses And Clamps	x	x	x	x	x
12	Check Exhaust System	x	x	x	x	x
13	Check Front And Rear Shocks For Wear and/or Leakage	x	x	x	x	x
14	Check Exterior & Interior Lights And Other Electrical Items For Correct Operation	x	x	x	x	x
15	Check Power Steering Fluid Level	x	x	x	x	x
16	Check Tire Pressure And Condition	x	x	x	x	x
17	Check Windshield Wiper operation, Blades condition, Washer Solvent level, Fill as needed.	x	x	x	x	x
18	Lubricate Chassis/CV boots	x	x	x	x	x
19	Lubricate Steering Linkage	x	x	x	x	x
20	Check Front Brake Pads, Rotors And Calipers		x	x	x	x
21	Check Rear Brake Shoes, Drums And Wheel Cylinders		x	x	x	x
22	Rotate Tires (4 Way - Front To Rear)	x	x	x	x	x
23	Air Filter - Replace			x	x	x
24	Check Headlight Alignment			x	x	x
25	Check Parking Brake Operation	x	x	x	x	x
26	Lubricate Door Latches, Locks And Hinges	x	x	x	x	x
27	Fuel Filter - Replace			x	x	x
28	Transmission - Change Fluid, Filter, Gasket			x	x	x
29	Check Air Condition System, Freon Level And Compressor Operation Where Applicable					x

EXHIBIT 2
OPERATING PROCEDURES
FOR VEHICLE MAINTENANCE SERVICES

This Exhibit sets forth the operating policy and procedures for servicing City vehicles and equipment. It discusses maintenance scheduling procedures and invoicing requirements.

Contracted fleet maintenance are expected to provide prompt, courteous and competent service to drivers. Garage staff must be knowledgeable about service procedures and initiate the service transaction within 30 minutes of their arrival and/or service call is placed. It is important that the service desk is staffed adequately to provide efficient customer service in a timely manner.

To assist the VENDOR with the maintenance program, the City will provide:

1. Listing of covered vehicles (Exhibit 4) updated as necessary.

2. Repair orders and billing invoices must refer to the vehicles by their VIN number.

3. City preventive maintenance schedule (Schedule A).

4. Designated City staff contacts.

A. Safety Check

The VENDOR shall perform a safety check in conjunction with all maintenance requirements listed within this RFP. These safety checks shall be performed every time a vehicle is brought in for service:

1. Tires – Visually check condition.

2. Lights – Check directional signaling devices and emergency light systems for proper operation.

3. Seat belt – Check operation of seat belts.

4. Windshield Wipers and Washers – Check condition of wiper arms and blades.

5. Check aim and flow of window washer spray. Fill washer reservoir with washer solvent.

6. Fluid Levels – Check and replenish fluid levels in transmission, differential, steering sector, power steering pump, and master cylinder. Inspect all units for leakage and clogging.

7. Battery – Check condition of heat-shield, hold-down clamps and cable ends, top off electrolyte level, and clean top and terminals as necessary.

8. Heater-Defroster-Air Conditioner System and Wiper Controls – Check

switches, valves, and ducting doors for proper operation.

9. Exhaust System – Visually inspect complete exhaust system including catalytic converter and heat-shielding. Check for broken, damaged, missing, or poorly positioned parts. Inspect for open seams, holes, or any condition which could allow exhaust fumes to enter the vehicle.

10. Steerin g and Suspension Components – Conduct a “look and “shake” inspection.

11. Frame/Sub-Frame and Cross Member – Visually check for “drive-over” and/or vehicular damage and fatiguing.

12. Drive Shaft U-Joints / CV Joints – Conduct a “look” and “shake” inspection for seal leakage and joint failure.

13. Critical Components – Check condition of all under-hood heat-shields, and the routing of all hoses and wiring to ensure maximum protection from radiated exhaust heat. Inspect all coolant hoses, fuel line hoses, power steering hoses, engine accessory drive belts, and other under-hood plastic or rubber components.

14. Brakes – Inspect all brake line hoses and master cylinder for signs of leaks or damage. Inspect front brake pads, rear brake linings, wheels cylinders, and parking brake cables and linkage. Report estimate of remaining life of pads and shoes.

15. Starter/Charging System – Electronically check starter motor cranking speed and current draw. Check alternator charging rate.

16. Cooling System – Visually inspect entire system for leaks, damage or other signs of needed repair.

B. Scheduling of Maintenance and Service Procedures

1. City has designated the Public Works Maintenance Manager as Fleet Representative (FR); the FR is the VENDOR’S primary contact with the City.

2. The VENDOR shall identify a single individual by name to serve as the responsible contact for daily communication with the City regarding vehicle scheduling and vehicle status update(s).

3. The FR will contact the designated VENDOR’S representative between 8:00 a.m. and 5:00 p.m., weekdays to determine the status of vehicles and/or equipment being serviced. The VENDOR’S representative shall provide accurate and timely information to the FR on vehicle status including but not limited to:

- What vehicle(s)/equipment are ready by vehicle VIN number.
- What vehicle(s)/equipment are being serviced/require repair.

- Estimated completion of vehicle(s)/equipment under repair.
- Description of repairs and costs.

4. For other services, the City will deliver the vehicle to the VENDOR'S facility and provide a description of the problem(s) of the vehicle is experiencing.

   a. The VENDOR shall contact the FR and provide an estimate and obtain authorization to proceed. For services estimated over $500, the VENDOR must obtain FR written approval via e-mail prior to performing any work.

5. After the service is completed, the VENDOR shall:

   a. Complete Vehicle Service Order ready for FR or designee to sign.

   b. Place service reminder label on the driver's side windshield stating the next maintenance Mileage and Date for routine preventive maintenance.

   c. Contact FR to provide time that vehicle is ready for transporting back to the original location. If the FR is not available, leave a voicemail message.

   d. After the FR or designee has checked the work performed, signed off on the Repair Order, the VENDOR'S representative shall provide the vehicle keys to the FR or designee.

6. When repairs cannot be accomplished at the VENDOR'S facility or a City approved subcontractor's facility, the VENDOR must contact the FR for instructions. No repairs shall be made by non-authorized facilities without notification of the FR.

7. The VENDOR shall report to the FR any vehicle brought in for service or repair and the VENDOR has determined that the service or repair was due to driver misuse.

8. The VENDOR will be responsible for loss and damage to all City vehicles under its custody and/or control.

9. The City may, at its sole option, purchase tires from the VENDOR at the State of California Contract pricing or better.

10. All repair parts are to be original equipment manufacturer (OEM) or equivalent. Exceptions will be individually considered by the FR on a case by case basis.

C. Preventive Maintenance

The City will provide a listing of vehicles due for preventive maintenance service at the beginning of each month. Vehicles will be listed by VIN number, the type of preventive maintenance the vehicle is to receive, and the week the vehicle is due for service. The FR or designee will notify the VENDOR for specific dates

vehicle will be ready for service.

The preventive maintenance services will be in accordance with the preventive maintenance schedule (Schedule A). Additionally:

1. If projected brake pad/shoe life is less than 1500 miles, replace brake pads/shoes.

2. Tires will be checked, and depth of tread will be indicated on Repair Order.

3. Turn-around time of six to eight (6-8) hours for routine preventive maintenance is expected.

4. When a prior appointment has been made for routing maintenance, the turnaround time should be three to five (3-5) hours.

D. Non-Preventive Maintenance Service and Emergencies

1. Non-routine maintenance, other than emergencies, will be handled by appointment through the FR or designee. If a City employee delivers a vehicle to the VENDOR'S facility Monday through Friday between 8:00 a.m. and 5:00 p.m. requesting service without prior notification to the VENDOR from the City, call the FR or designee for instructions.

2. After hour's delivery, if a City vehicle has a breakdown or is involved in an accident and must be towed, then it will be towed to the VENDOR'S facility. In such a situation, the VENDOR shall contact the FR for instructions.

3. There may be times when the FR calls early in the day with a specific set of instructions, and later in the day changes them; or, another staff member will call to change them if the FR is not available. The last set of instructions will prevail.

4. Turn-around time of 6 to 8 hours for non-preventive maintenance service is required, unless otherwise approved by the FR.

EXHIBIT 3

PROPOSAL
FORMS

1. Management information

VENDOR'S and their subcontractor must have prior successful experience performing maintenance and repair services on automobiles, trucks and other vehicles, must be licensed to conduct business in the State of California, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

Please supply the information requested below. Attach additional sheets, if necessary, to provide required information.

1. SHOP PROFILE RESPONSIBILITY

   SHOP NAME:_____

   NAME OF SHOP OWNER(S)_____

   SHOP ADDRESS:_____

   PHONE NUMBER: _____

   NUMBER OF YEARS IN BUSINESS:_____

   NUMBER OF YEARS IN BUSINESS AT THIS LOCATION: __

   AUTOMOTIVE REPAIR DEALER LICENSE NO.:_____

2. PROXIMITY TO CITY HALL____ MILES.

3. NAME OF SHOP MANAGER(S):_____
   State the duties and qualifications of shop manager(s)

4. ASSIGNED CONTACT/SERVICE REPRESENTATIVE:

   Name:_____

   Title/Duties:_____

   Qualifications:_____

   Years with VENDOR:_____

   Phone Numbers: Work:_____

5 Emergency Contact (365 days/year; 24 hours): _____

Operating Hours – The Proposer shall be <u>currently operating</u> out of a commercial facility, which is open and accessible to City personnel, without prior notice during normal business hours. Facilities shall be available for vehicle service between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (excluding holidays).

6. State hours that the VENDOR'S facility is open for maintenance service.

Monday _____am to _____pm

Tuesday _____ am to _____pm

Wednesday _____am to _____pm

Thursday _____am to _____pm

Friday _____ am to _____pm

2. References and qualifications

1. Describe your shop's experience providing vehicle maintenance services including the number of years in business, and type of services provided.

2. Please provide **3** commercial fleet maintenance client references within the last five years, their size of fleet by vehicle type, years of contract relation, type and frequency of the service provided. Please identify the contact person and phone number for each.

Use additional sheets if necessary.

Company Name _____

Company Address _____

Company Phone _____

Contact Person _____

Fleet Size/Type _____

Years of Contract _____

Frequency of Service _____

Company Name _____

Company Address _____

Company Phone _____

Contact Person _____

Fleet Size/Type _____

Years of Contract _____

Frequency of Service _____

Company Name _____

Company Address _____

Company Phone _____

Contact Person _____

Fleet Size/Type _____

Years of Contract _____

Frequency of Service _____

3. Approximately what percent of your shop work is currently derived from fleet business? _____%

4 . Has your shop ever been a subject of Better Business Bureau action?

__Yes __No Describe:

5. Are you currently or have you ever previously provided repair services to other government entities? __Yes __No If yes, please list the entity names, contract person

and phone number:

6. Briefly describe your interest in servicing the City's fleet (see attached list of vehicles) and what factors make you the best candidate in your opinion.

3. Supplemental questionnaire

1. City drivers are usually in a hurry and need to return to work. Their expectation is to be acknowledged and served promptly, courteously and competently. How will you do this?

2. What procedures are followed to ensure successful completion of service work prior to the vehicle being released to the customer?

3. City requires the VENDOR to designate one person from the shop to work with City representatives and communicate vehicle repair status and scheduling on a routine basis. Please identify this position and the qualifications you will establish for this position.

4. The City expects 3 to 5 hours turnaround time for preventive and for routine repair services. Can you meet this standard and provide quality repair work? Yes [ ] No [ ]

5. Please specify whether Original Equipment Manufacturer (OEM) or after-market parts will be used for repairs? If after-market parts will be used, please explain under what circumstance(s). Please be aware the City requires use of OEM parts for all services unless specified herein or otherwise approved by FR prior to repair for all services.

6. List days and hours of shop operations and after-hour emergency services availability.

7. Describe the availability of secured parking for vehicles in for repairs.

4. Facility description

1. How many bays are available for vehicles?

2. Indicate the number and type of vehicle lifts in the shop.

3. Describe the diagnostic and service equipment currently used. List equipment by function, make, model and year.

4. Equipment/Function Make Model Age

5. Describe what provisions and procedures you have in place to dispose of hazardous substances, oils, coolants, etc.

6. Do you have a certified emissions specialist on staff? (Circle one) Yes No

7. Do you have an electrical systems specialist on staff? (Circle one) Yes No

8. Describe any experience that you have in servicing/maintaining lift-equipped vehicles.

9. The City requires the VENDOR to coordinate warranty work. Please describe how you would perform that and which dealership/service departments you will use for Chevrolet, Ford, GMC, and Dodge. Please provide name of dealership, shop location and phone number.

10. With each service, vehicle washing, and interior vacuuming is expected. Can you provide this performance standard or specialized service? (Circle one) Yes No

11. Can you perform emergency roadside service as required? (Circle one)Yes No

5. Subcontractors

VENDOR'S unable to perform all services listed herein may subcontract out those services outside of their expertise. However, the successful VENDOR responding to the solicitation shall be considered the prime contractor, and therefore responsible for all services rendered. VENDOR'S must include names and addresses of all subcontractors to be used in conjunction with the contract.

Indicate what work is proposed to be performed by subcontractor(s). Indicate on the following list the name and location of all subcontractor(s).

Service	Subcontractor (Name/Location)	Primary Contact	Phone
ENGINE WORK			
--Minor Work			
--Major Rebuild/Repair			
ELECTRICAL			
DRIVABILITY			
--Tune Up			
--Fuel System			
--Ignition System			
--Coolant System			
HEATING/AIR CONDITIONING			
POWER TRANSMISSION			
CHASSIS			
--Steering			
--Suspension			
--Tires			
--Wheels			
BRAKES			
BODY REPAIR			

All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case by case basis. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals. Interior vacuum and exterior wash and service reminder sticker are required with each service.

VENDOR'S must state the UNIT PRICE separately for each item and extend the total. Unit prices shall include all packing charges. Unit prices will be used as a basis for award when an error in extending total amounts occurs. VENDOR'S who restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the Proposal.

The City is required to pay San Mateo County State Sales or Use Taxes for most goods and services.

Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item.

COMPANY	DELIVERY AFTER GUARANTEED	DAYS ORDER	
ADDRESS	PROMPT PAYMENT DISCOUNT TERMS:		
CITY	STATE	ZIP CODE	PHONE
AUTHORIZED REPRESENTATIVE (*Print*)	TITLE	**SIGNATURE**	

Proposals signed by an agent are to be accompanied by evidence of their authority.

COST AND CONDITIONS

Services/Costs	2007 Ford Ranger		2008 Ford F-250XL		2012 Dodge Charger	
	Total Labor $	Total Material Cost $	Total Labor $	Total Material Cost $	Total Labor $	Total Material Cost $
Scheduled Preventive Maintenance:						
Service A: 4 months or 4000 miles Service						
Service B: 8 months or 8000 miles Service						
Service C: 12 months or 12000 miles Service						
What is the standard hourly labor rate?						

Conditions:

1. Prices for the services listed above must include all labor and material needed to complete the services specified.
2. Prices proposed in this section are firm fixed prices for the initial period of the contract (two years).
3. All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case- by-case basis. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals.
5. For Police Patrol Vehicles, all parts are to be OEM Heavy Duty Police Pursuit Vehicles parts.
6. Reminder sticker are required with each service.
7. Provide break down of labor hours for each periodic repair item and indicate any exceptions, if applicable. Labor hours shall be repair time, not factory time.
8. Unless otherwise specified and/or agreed to, all services performed will be free from defects in material and workmanship and will be warranted for a minimum of 120 days or 4000 miles, or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance.

Exhibit 4

VEHICLES MASTER LIST

NO.	YEAR	MAKE	MODEL	LICENSE PLATE	MILEAGE	DEPT
1.	1995	FORD	F 150 XL	E297923	51,604	PW
2.	2004	FORD	F250XL	1164558	23,744	PW
3.	2006	FORD	F250XL	1206776	25,000	PW
4.	2006	FORD	EXPLORER	120677	45,000	PW
5.	2008	FORD	F250XL	1206778	25,000	PW
6.	2009	FORD	F450	1338394	21,000	PW
7.	2009	FORD	F550	133853	17,000	PW
8.	2012	FORD	F250XL	1389851	36,750	PW
9.	2012	FORD	F250XL	1389850	37,491	PW
10.	1995	FORD	F150	E297924	52,052	PW
11.	2016	FORD	F 250 XL	1513511	10,700	PW
12.	2019	FORD	F 250 XL	1545726	1,300	PW
13.	2017	FORD	F 550 XL	1528270	1,500	PW
14.	2004	FORD	F150XL	1182457	45,000	BLD
15.	2007	FORD	RANGER	1206703	9,900	BLD
16.	2018	FORD	ESCAPE	1562701	1,650	BLD
17.	2006	FORD	CROWN VICTORIA	1516679	153,600	BLD
18.	2007	FORD	RANGER	1206700	16,500	ENG.
19.	2007	FORD	RANGER	1206698	52,000	ENG.
20.	2010	TOYOTA	PRIUS	1147079	139, 510	PLNG
21.	1998	FORD	RANGER	1001234	55,100	CSA
22.	2019	FORD	TAURUS	8HWW883	4,032	PD
23.	2017	FORD	TAURUS	7YYM644	32,296	PD
24.	2009	FORD	EXPEDITION	7DLL340	143,390	PD
25.	2016	FORD	TAURUS	7VKJJ624	64,164	PD
26.	2016	FORD	TAURUS	7SPS338	40,136	PD
27.	2013	DODGE	CHARGER	7ENE569	86,137	PD
28.	2014	FORD	TAURUS	7EAH313	80,195	PD
29.	2019	FORD	F-150	94482L2	2,197	PD
30.	2019	DODGE	CARAVAN	8GAA982	3,550	PD
31.	2008	DODGE	CHARGER	6VEB525	98,156	PD
32.	2000	FORD	EXPLORER	4LYG545	232,895	PD
33.	2007	DODGE	CHARGER	1218404	98,500	PD
34.	2009	FORD	CROWN	1148907	114,289	PD
35.	2009	FORD	CROWN	1148913	94,943	PD
36.	2003	HARLEY	ROAD KING	E14L51	18,699	PD
37.	2015	SUZUKI	DRZ400sls	3006150	15955	PD
38.	1988	HARLEY	ROAD KING	3006195	24,867	PD
39.	2006	FORD	RANGER	1206702	44,107	PD
40.	2006	FORD	RANGER	1206704	27,905	PD
41.	2006	FORD	RANGER	1206699	35,150	PD
42.	2006	FORD	RANGER	1206701	29,975	PD
43.	2019	FORD	CONNECT		50	PD
44.	2009	FORD	EXPEDITION	7CUH979	105,307	PD
45.	2011	DODGE	CHARGER	1369812	69,302	PD
46.	2012	DODGE	CHARGER	1382965	64,630	PD
47.	2012	DODGE	CHARGER	1382985	65,134	PD

48.	2009	FORD	CROWN	1147074	89,566	PD
49.	1979	CHEVY	COMM. VAN	1117481	36,390	PD
50.	2012	FORD	8-PASS Van	1349519	26,873	PD
51.	2014	FORD	EXPLORER	1420967	38,654	PD
52.	2014	FORD	EXPLORER	1420966	40,080	PD
53.	2015	FORD	EXPLORER	1441758	30,292	PD
54.	2015	FORD	EXPLORER	1441759	31,678	PD
55.	2016	FORD	EXPLORER	1147075	25,151	PD
56.	2016	FORD	EXPLORER	1147076	19,199	PD
57.	2016	FORD	EXPLORER	1141077	19,647	PD
58.	2017	FORD	EXPLORER	1148929	12,689	PD
59.	2017	FORD	EXPLORER	1148930	10,434	PD
60.	2017	FORD	EXPLORER	1372431	12,450	PD
61.	2017	FORD	EXPLORER	1530597	7,612	PD
62.	2017	FORD	EXPLORER	1372432	5,882	PD
63.	2018	FORD	EXPLORER	1538446	23,810	PD
64.	2018	FORD	EXPLORER		16,759	PD
65.	2007	FORD	Transport VAN	1148931	67,807	PD
66.	2008	DODGE	CHARGER	7CCR383	90,124	PD
67.	1987	HVEE	RESCUE VEH.	1147078	104,525	PD

Exhibit 5
[SAMPLE]

AGREEMENT BETWEEN THE CITY OF EAST PALO ALTO AND _____ FOR FLEET MAINTENANCE SERVICES

This Fleet Maintenance Service Agreement ("Agreement") is entered into _____, and is by and between the CITY OF EAST PALO ALTO ("CITY" herein), a municipal corporation, and _____, [type in type of entity] (hereinafter "VENDOR").

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: VENDOR shall perform all services described in the CITY's Request for Proposal for Fleet Maintenance Services, issued on [insert date] ("RFP") and VENDOR's proposal, dated [insert date] in response to said RFP, which are incorporated herein by this reference as if fully set forth as part of this Agreement.

2. ACCIDENT REPORTS. VENDOR shall immediately report (as soon as feasible, but not more than 24 hours) to the City Attorney any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

3. LICENSES AND PERMITS. VENDOR represents and warrants to City that all the services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that VENDOR has all the permits, qualifications and approvals of whatsoever nature which are legally required for VENDOR to perform the services under this Agreement. VENDOR represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for VENDOR to perform the services under this Agreement.

4. TERM: This Agreement shall commence on [insert date] and shall continue in full force and effect until [insert date]. The City shall, at its sole discretion, have the right to extend the term of this Agreement in one year intervals for an additional [insert number of years, if applicable], by written notice to VENDOR. The total duration of this Agreement, including the exercise of any option under this clause, shall not exceed [insert number of years].

5. COMPENSATION AND PAYMENT: The amount of this Agreement shall not exceed $_____. Payments to VENDOR by the CITY shall be made within sixty (60) days after receipt by the CITY of VENDOR'S itemized invoice.

   CITY shall pay VENDOR based on the Scope of Services set forth in the RFP and at the rates and charges set forth in VENDOR's proposal, dated [insert date], in response to the RFP. CITY shall have the right to perform an audit of the VENDOR'S relevant records pertaining to the charges.

6. INDEPENDENT CONTRACTOR: VENDOR shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which VENDOR performs the services required of VENDOR by the terms of this Agreement. VENDOR shall be liable for its acts and omissions, and those of its employees, subcontracts, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between CITY and VENDOR, VENDOR's officers, employees, agents or subcontractors, if any, is not entitled to participate in a pension plan, insurance, bonus or similar benefits the City of East Palo Alto provides its employees.

7. ASSIGNMENT/DELEGATION: The parties agree that the expertise and experience of VENDOR and any subcontractors are material considerations for this Agreement. VENDOR shall not assign or transfer any rights, duties, obligations or interest in this Agreement nor the performance of any of VENDOR'S obligations hereunder, without the prior written consent of the City Manager, or his or her designee, and any attempt by VENDOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect and a breach of this Agreement. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

8. INDEMNIFICATION

   8.1 VENDOR To the fullest extent permitted by law, VENDOR shall protect, defend (with counsel acceptable to CITY), indemnify and hold harmless CITY, its council members, officers, employees and agents (each an "Indemnified Party") from and against any and all actions, causes of actions, demands, claims, losses, expenses (including attorneys fees, experts fees, court costs and disbursements) or liability (collectively called "Actions") of any nature, including death or injury to any person, property damage or any other loss, resulting from, arising out of or in any manner related to performance or nonperformance by VENDOR, its officers, employees, agents or subcontractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party. The acceptance of VENDOR'S services by the CITY shall not operate as a waiver of such right of indemnification.

8.2 VENDOR acknowledges and agrees that it has an immediate and independent obligation to defend CITY, its councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to VENDOR by CITY and continues at all times thereafter. The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.

8.3 All of VENDOR'S obligations under this section are intended to apply to the fullest extent permitted.

9. INSURANCE REQUIREMENTS: VENDOR agrees to have and maintain the policies set forth in EXHIBIT A entitled "INSURANCE REQUIREMENTS," which is attached and incorporated in this Agreement as if set forth in full. All policies, endorsements, certificates and/or binders shall be subject to approval by the City Attorney. These requirements are subject to amendment or waiver only if so approved in writing by the City Manager or his designee.. VENDOR shall not commence work until all insurance required hereunder has been submitted and approved. A lapse in any required amount or type of insurance coverage during this Agreement shall be a breach of this Agreement.

10. INSPECTION OF RECORDS: VENDOR shall maintain full and accurate records with respect to all matters covered under this Agreement for three (3) years from the date of final payment to VENDOR pursuant to this Agreement. During such period, CITY shall have the right to examine and audit the records and to make transcripts therefrom. CITY shall provide thirty (30) days written notice of its intent to inspect or audit any such records. Copies of such documents shall be provided to the CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available for inspection or audit at VENDOR'S address indicated for receipt of notices in this Agreement during VENDOR'S normal business hours.

    Where the CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of VENDOR'S business, or closure of the local office of VENDOR'S business, the CITY may, by written request by the City Attorney require that custody of the records be given to the CITY and that the records and documents be maintained at City Hall. Access to such records and documents shall be granted to any party authorized by VENDOR, VENDOR'S representatives, or VENDOR'S successor-in-interest.

11. CONFLICT OF INTEREST: VENDOR shall at all times avoid conflicts of interest and take reasonable steps to avoid appearances of conflicts of interest in the performance of this Agreement. Without limiting the foregoing, VENDOR, including its officers, employees and subcontractors, specifically covenants that it presently has no interest, and shall not acquire, any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. VENDOR further covenants that no one who has or will have any financial interest under this Agreement is an officer or employee of the CITY.

12. NON-DISCRIMINATION & NON-HARASSMENT: VENDOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination and non-harassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition or physical handicap. VENDOR agrees to abide by the CITY'S Policy Against Discrimination, Harassment and Retaliation as set out in attached EXHIBIT B and incorporated herein by reference as if fully set forth as part of this Agreement.

13. TERMINATION: At any time and without cause, the CITY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to the VENDOR. In the event of such termination, the CITY shall pay VENDOR for services rendered to the termination date, but no other form of compensation shall be owed.

14. DIRECTION OF WORK: VENDOR'S work shall be performed and completed under the direction of the CITY's designated representative.

15. GOVERNING LAW: This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of San Mateo County in the State of California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

16. COMPLIANCE WITH LAWS: VENDOR shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

17. WAIVER: Waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by VENDOR shall not be deemed to be a waiver of any term or condition of this Agreement.

18. NOTICES: All notices and other communications required or permitted to be given under this Agreement shall be given in writing by personal delivery, by facsimile transmission with verification of receipt or by U.S. mail, postage prepaid and return receipt requested, addressed to the respective parties as follows:

If to City: Jaime M. Fontes
City Manager
City of East Palo Alto
2415 University Avenue
East Palo Alto, CA 94303

If to Contractor:

19. MERGER AND MODIFICATION: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to California Code of Civil Procedure Section 1856 and as a complete and exclusive statement of the terms of the agreement. No modification to this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

20. SEVERABILITY: Each provision of this Agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever; such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

21. AMBIGUITY: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

22. HEADINGS: The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

23. TIME: Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE HEREBY ACKNOWLEDGED AND AGREED TO:

CITY OF EAST PALO ALTO

_____
Jaime M. Fontes, City Manager

Date: _____

[NAME OF COMPANY]

_____
[TYPE IN NAME], [TYPE IN TITLE]

FEDERAL I.D. #_____

Date: _____

APPROVED AS TO FORM:

_____
Rafael E. Alvarado, Jr., City Attorney

Date: _____

EXHIBIT A

INSURANCE REQUIREMENTS

VENDOR shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the VENDOR, their agents, representatives, or employees or subcontractors.

A. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be three times the required occurrence limit.

2. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Garage Liability coverage for Garage Operations with minimum limits of not less than One Million Dollars ($1,000,000) per occurrence. If the insurance includes a general aggregate limit, that limit apply separately to this Agreement or shall be at least three times the required per occurrence limit.

5. Garage keeper's Legal Liability with minimum limits of not less than One Million Dollars ($1,000,000) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this Agreement or shall be at least three times the required per occurrence limit.

B. Deductible and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City Manager or his designee. If the deductibles or self-insured retention limit is unacceptable to the City Attorney, at his or her option, the insurer shall either reduce or eliminate such deductibles or self-insured retention as respects the City of East Palo Alto, its officers, officials, employees and volunteers; or the VENDOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions

The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

1. The City of East Palo Alto, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects; liability, including defense costs, arising out of activities performed by or on behalf of the VENDOR; products and completed operations of the VENDOR; premises owned, occupied or used by the VENDOR; or automobiles owned, leased hired or borrowed by the VENDO. The coverage shall contain no special limitations on the scope of protection afforded to the City of East Palo Alto, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

2. For any claims related to this project, the VENDORS's insurance coverage shall be primary insurance as respects the City of East Palo Alto, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of East Palo Alto, its officers, officials, employees, agents or volunteers shall be excess of the VENDOR's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

4. The VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

6. The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M.
Best's rating of no less than A: VII

E. Verification of Coverage

VENDOR shall furnish the City with original certificates of insurance for all insurances required by this Agreement and endorsements effecting general and automobile liability insurance coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time. All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by the City Attorney:

City of East Palo Alto
Attn.: City Attorney
2415 University Ave.
East Palo Alto, CA 943030

E. Subcontractors

VENDOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

F. Payment Withhold

City will withhold payments to VENDOR if the certificates of insurance and endorsements required above are canceled or VENDOR otherwise ceases to be insured as required herein.

EXHIBIT B

CITY OF EAST PALO ALTO'S POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

EFFECTIVE DATE: 12/21/2004

REVISED DATE: 1/12/07

ADOPTED BY CITY COUNCIL: 12/21/2004

I. PURPOSES

The purposes of this policy are to emphasize the City's commitment to keeping its workplace free of harassment, discrimination and retaliation, to define and provide examples of the conduct that is prohibited, to summarize the respective responsibilities for preventing, reporting, investigating, and responding to violations and to give clear warning of the serious consequences that violators will face.

A copy of this policy shall be provided to all persons who are subject to it, and shall be posted on City bulletin boards in all City facilities.

II. POLICY

All of the following are prohibited by this Policy:

- Discrimination or harassment in any aspect of City employment based on any legally protected characteristic or status, including sex, gender, sexual orientation, race, color, national origin, language, ancestry, religion, age, marital status, domestic partner, physical disability, mental disability, or medical condition.
- Retaliation for opposing, filing a complaint about, or participating in an investigation of, any such harassment or discrimination.
- Aiding, abetting, inciting, compelling, or coercing or any such discrimination, harassment or retaliation, or attempting to do so.

The City will take all reasonable steps necessary to prevent such misconduct from occurring, and to remedy and punish any occurrence. Any City employee, Council member, member of any advisory body, including any Commissioner, Committee member, or Board member found having engaged in any such misconduct will be subject to disciplinary action up to and including termination or censure or removal and will be deemed to have acted outside the course and scope of his or her employment.

This policy applies to all City employees, volunteers, interns, vendors, and vendors as well as to all applicants for City positions.

The policy shall not be interpreted or applied in any manner that would be inconsistent with any applicable State or Federal law or regulation, or increase the legal liability of the City.

III. DESCRIPTION AND EXAMPLES OF PROHIBITED HARASSMENT

Harassment on the basis of sex is unlawful, and is prohibited by this policy. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- An individual's submission to such conduct is made explicitly or implicitly, a term or condition of that individual's employment; or,
- An individual's submission to or rejection of such conducts is used as the basis for an employment decision affecting that individual; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, abusive, or offensive work environment.

Sexual harassment need not be motivated by sexual desire or gratification, and may include nonsexual conduct motivated by the violator's hostility towards the victim's gender, or towards the victim's nonconformity to gender stereotypes. Sexual harassment includes not only conduct motivated by gender, but also by pregnancy, childbirth, or a related condition. A harasser may be either male or female, and the victim may either be the same sex or the opposite sex. Even a person who is not the intended target of harassment may be harassed by it if he or she witnesses it.

Sexual harassment may be verbal, visual, or physical. For example:

- Verbal harassment may consist of derogatory, threatening, or intimidating comments, epithets, slurs or jokes; references to gender, physical appearance, attire, sexual prowess, marital status, or pregnancy; or sexual advances, propositions, or demands.
- Visual harassment may consist of displaying or circulating derogatory or offensive posters, cartoons, drawings, photographs, pin-ups, computer images, or electronic media transmissions.
- Physical harassment may consist of assault, battery, or unwelcome, unnecessary and offensive touching (kissing, hugging, patting, rubbing, pinching, brushing against), stating, leering, gesturing, whistling or making noises, impeding or blocking movement, or physical interfering with normal work or movement.

In addition to prohibiting harassment based on sex or gender, this policy also prohibits harassment based on sexual orientation, or upon any other legal protected characteristic or status, such as race, religion, creed, color, national origin, language, ancestry, physical disability, mental disability, medical condition, marital status, domestic partner, or age.

Harassment on the basis of such factors is subject to the principles applicable to sexual harassment, as stated above.

IV. REPORTING DISCRIMINATION, HARASSMENT OR RETALIATION

Any City employee, volunteer, intern, vendor, vendor, or applicant who becomes aware of any discrimination, harassment or retaliation prohibited by this policy shall report it immediately to their immediate supervisor, or higher ranking supervisor, or the Assistant City Manager. Under no circumstances shall such a report be required or expected to be made to the person who engaged in the misconduct that is subject to this report.

The responsibility to report conduct prohibited by this policy arises even if the conduct is directed toward someone else and even if the person toward whom it is directed does not want it reported.

Reports may be made orally or in writing, free of requirements as to form.

Because reports of conduct prohibited by this policy will be treated as serious charges, the making of a deliberately false report, or a report made with reckless disregard for its truth or falsity, may subject the maker to disciplinary action.

V. INVESTIGATION AND RESOLUTION

The City of East Palo Alto will investigate all reported violations of this policy. All employees, volunteers, interns, vendors and vendors, members of the City Council, or members of a City advisory body shall cooperate with any such investigation.

Any supervisor, manager department head, member of the City Council, or member of a City advisory body who receives a report of, or who becomes aware of, conduct prohibited by this policy shall promptly report it to the Personnel Officer. Upon receiving the report, the Personnel Officer shall direct any report that accuses a City Council member or appointee to the City Council for investigation and resolution.

The City Council shall delegate the responsibility to conduct a prompt, full, and fair investigation to the qualified private investigator. Upon receiving a report regarding a non-City Council member or appointee, the Personnel Officer shall conduct a prompt, full, and fair infestation, or delegate that responsibility to a qualified City employee or private investigator. The person performing the investigation shall:

- Interview the complainant, the accused, and any other person the investigator believe to have knowledge relevant to the charges;
- Gather and review any documentary, electronic, or physical evidence relevant to the charges;
- Consult with legal counsel as needed;
- Determine whether the charges can or cannot be substantiated; and
- Develop recommendations for appropriate remedial and/or disciplinary action, if any.

VI. OUTSIDE ADMINISTRATIVE AGENCIES

In addition to the remedies described in this Policy, the U.S. Equal Employment Commission and the California Department of Fair Employment and Housing provide administrative complaint and investigation processes as to harassment, discrimination or retaliation on the basis of a protected status. The toll free telephone number for such office is listed below:

California Department of Fair Employment and Housing 1(800)233-3212

U.S. Equal Employment Opportunity Commission.